

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☒ Consent ☐ Discussion

SUBJECT:

Approval of an additional allocation of up to \$152,817 in Community Development Block Grant (CDBG) funds to the Blind Center of Nevada for an aggregate project total of \$1,152,817 to assist with the cost to rehabilitate the facility located at 1001 North Bruce – Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$152,817

Funding Source: CDBG

Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:

On February 15, 2006, City Council approved the allocation of \$1,000,000 in CDBG funds to the Blind Center of Nevada to assist with the cost of bringing the Tait Building in compliance with current building codes and ADA requirements. The project is near completion and the budget has substantially increased due to additional code requirements discovered during construction. The Blind Center is requesting this supplementary funding to complete the project. The Blind Center assists blind and visually impaired persons of all ages in reaching their highest physical, social, intellectual and economic potential.

RECOMMENDATION:

Staff recommends that the City Council approve the additional funds up to \$152,817 for this Blind Center of Nevada project and authorize the Mayor to execute the same and all agreements and documents required following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

1. Letter from the Blind Center dated January 18, 2007
2. Submitted after meeting – Executed First Amendment to CDBG Agreement

Motion made by GARY REESE to Approve Items 12-57

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

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



VERONICA WILSON
President/CEO

NEAL MAREK, DPM
Chairman of the Board

BOARD MEMBERS

Don Ahern
Michael Andersen
Lloyd Benson
Jeff Davis
Chuck Giblin
Daniel Goodsell, Esq.
Phil Horrell
Dix Jarman
Wm. Allen Kaercher
Catherine Law
Garn Mabey, MD

January 18, 2007

Mr. Tim Whitright
Manager
City of Las Vegas
Neighborhood Services Department
400 E. Stewart
Las Vegas, NV 89101

Dear Mr. Whitright,

In February 2006 we were awarded a CDBG grant from the City of Las Vegas in the amount of \$1,000,000 to remodel the entire Tait Building at the Blind Center. Our original estimated budget for the project was \$1,291,995.

We began our construction project in July 2006 and as with most construction projects unexpected costs have incurred. Since the start of our project our budget has increased substantially for a variety of reasons including:

- Building inspection requirements due to uncovering non-current code compliant installations.
- Additional costs not initially included in the budget due to required upgrading of our water service.
- Additional costs incurred due to City of Las Vegas Public Works requirements for utility and offsite improvements.

On behalf of the Blind Center of Nevada we are submitting an updated capital budget reflecting an adjusted amount of \$1,444,812. We would appreciate any consideration you may be able to give in providing additional funding towards our project.

If you have any questions regarding the project or the budget you may call me direct at 642-6000. We appreciate your time and consideration.

Sincerely,

Veronica Wilson
President/CEO

1001 N. Bruce Street
Las Vegas, NV 89101
(702) 642-6000
FAX: (702) 649-6739
www.blindcenter.org

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
Between the City of Las Vegas and
Blind Center of Nevada**

THIS First Amendment to Community Development Block Grant Agreement Between the City of Las Vegas and Blind Center of Nevada ("First Amendment") is entered into this 7th day of March 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY," and **Blind Center of Nevada** a Nevada nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as SUBRECIPIENT, whose primary mailing address at the date of execution is 1001 N. Bruce, Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the CITY and SUBRECIPIENT entered into the Community Development Block Grant AGREEMENT Between the City of Las Vegas and Blind Center of Nevada dated February 15, 2007 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to provide an additional \$152,817 in Community Development Block Grant (CDBG) funds to the Blind Center of Nevada for the rehabilitation of the Tait Building of the Blind Center of Nevada located at 1001 N. Bruce, Las Vegas, NV for an aggregate total of \$1,152,817 for the project.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are herinafter contained, the parties do hereby agree as follows:

1. Article 1. A., the first paragraph of Scope of Services of the Agreement is hereby deleted and the following is inserted in its place:

SUBRECIPIENT will be responsible for administering a FY 2005-06 CDBG-funded project known as Blind Center of Nevada Rehabilitation (the "Project" or "Program") to provide activities eligible under the CDBG Grant program pertaining to construction/rehabilitation as more specifically set out and attached as Exhibit "A-1", Scope of Service description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$1,152,817.00 in CDBG funds, hereinafter "CDBG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "F-1" attached. SUBRECIPIENT agrees to adhere to the Scope of Services Description, Exhibit "A-1". SUBRECIPIENT hereby agrees to utilize said CDBG Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

2. Article I. B., Time of Performance is hereby deleted and the following is inserted in its place:

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from February 16, 2006 through June 30, 2007, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after February 16, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

3. Article 1.E. Compliance with National Objectives is hereby deleted and the following is inserted in its place:

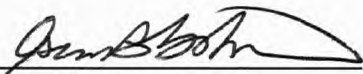
SUBRECIPIENT and CITY agree that so long as the SUBRECIPIENT shall well and truly perform its obligations to the City of Las Vegas under this Agreement, the City shall retain an interest in the "Property" through a Trust Deed until the fifth anniversary of the tenth anniversary of the First Amendment to Agreement per 24 CFR 570.503(b)(8)(i). The funds will still be recapturable upon sale, refinance or transfer of title.

- 4 The Scope of Services Description attached to the Agreement as Exhibit "A" is hereby deleted and replaced with Exhibit "A-1" attached to this First Amendment.
- 5 The form of Deed of Trust attached to the Agreement as Exhibit "B" is hereby deleted and replaced with Exhibit "B-1" attached to this First Amendment.
6. The Schedule of Performance attached to the Agreement as Exhibit "D" is hereby deleted and replaced with Exhibit "D-1" attached to this First Amendment.
7. The Project Budget attached to the Agreement as Exhibit "F" is hereby deleted and replaced with Exhibit "F-1" attached to this First Amendment.
8. Except as herein above set forth, all other provisions of the Agreement which are not inconsistent herewith shall remain in full force and effect.

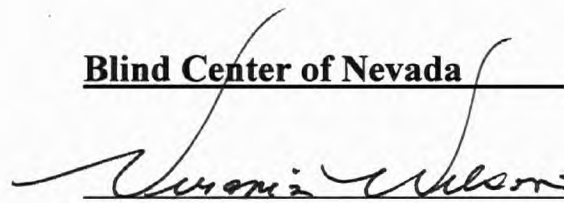
Remainder of page intentionally left blank

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

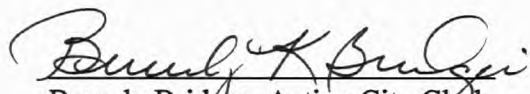
CITY OF LAS VEGAS


Oscar B. Goodman, Mayor
~~Executive Director~~

Blind Center of Nevada

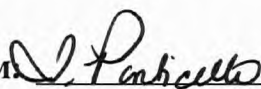

Veronica Wilson, Executive Director,

ATTEST:


Beverly Bridges, Acting City Clerk

COUNCIL ACTION: MARCH 7, 2007
Additional \$152,817 in CDBG funding

APPROVED AS TO FORM

 2/21/07

ACCEPTANCE OF DEFERRED LOAN AND AGREEMENT TO
COMPLY WITH DEFERRED LOAN CONDITIONS

I, Veronica Wilson, Executive Director, Blind Center of Nevada, a non-profit corporation, on behalf of that corporation, do hereby accept the deferred loan in the amount of \$1,152,817.00 and the conditions imposed upon that loan contained in the First Amendment to Community Development Block Grant (CDBG) Agreement Between the City of Las Vegas and Blind Center of Nevada for the Blind Center of Nevada Rehabilitation project approved by the City Council of the City of Las Vegas, Nevada on the 7th day of, March 2007, a copy of which is attached hereto and incorporated herein.

Executed this _____ day of _____, _____

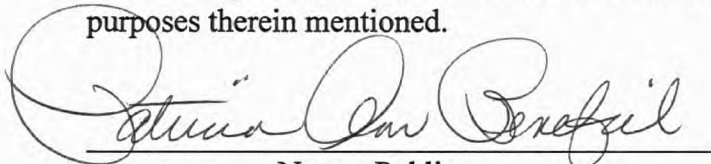
Blind Center of Nevada

By: _____

Veronica Wilson, Executive Director

State of Nevada)
) SS.
County of Clark)

On this 23 day of February, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared VERONICA WILSON, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.



Notary Public



EXHIBIT "A-1"

SCOPE OF SERVICES DESCRIPTION

A. PROJECT DESCRIPTION

Subject to receipt of the CDBG funding from the federal government, the City will provide up to the amount of CDBG funding identified in I.A. of this Agreement to the SUBRECIPIENT for the purpose described in Exhibit "E," Project Description, of the Agreement between SUBRECIPIENT and the CITY (the "Agreement".)

Opportunities, which may enhance, or constraints, which may limit the ability of SUBRECIPIENT to effectively implement said Project in the City of Las Vegas:

SUBRECIPIENT must obtain additional funding to complete the Project.

B. CONSTRUCTION COMPLIANCE REQUIRED

For any and all rehabilitation or construction to be performed by SUBRECIPIENT under the scope of the Agreement, SUBRECIPIENT hereby agrees that all such construction shall comply with any and all applicable federal, state, and local building codes, housing codes, and health, fire and safety codes. SUBRECIPIENT shall, to the greatest extent feasible, provide a detailed timeline, Schedule of Performance, which explicitly provides deadlines for all major construction activities to be performed pursuant to the Agreement in Exhibit "D-1" prior to city of Las Vegas issued Notice to Proceed for the Project.

Furthermore, the SUBRECIPIENT hereby agrees to provide the CITY with a design and construction schedule detailing the Project's phases to augment the CITY's capacity to monitor SUBRECIPIENT activities as to be performed under the Exhibit "E," Project Description, of the Agreement prior to City of Las Vegas issued Notice to Proceed for the Project.

C. PROJECT DATA

Subrecipient will provide the City's Neighborhood Services Director with client usage records on an annual basis commencing one year from the date of receipt of Certificate of Occupancy during the period of meeting a National Objective utilizing Exhibit "G," Yearly Program Status/Client Statistics Reports of the Agreement or a reasonable facsimile thereof. These records will contain but are not limited to, the following data:

- 1) Total clients served;
- 2) Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other; Number of clients who report a Hispanic ethnicity;
- 3) Number and percentage of Low and Moderate Income clients as defined by HUD
- 4) Number of handicapped clients served; Number of senior citizens served;
- 5) Number of female head-of-households served;
- 6) Statement of Program year goals cited in SUBRECIPIENT application and measurable accomplishments toward achieving said goals through reporting date of said report.

These reports shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division.

D. DEED OF TRUST REQUIRED FOR ACQUISITION / CAPITAL IMPROVEMENT

The City shall require reasonable assurances of security for Subrecipient's performance and repayment pursuant to 24 CFR 570.505, which shall be a Deed of Trust for such Property, the form of which is attached to the Agreement as Exhibit "B-1" and which SUBRECIPIENT shall execute as part of the Agreement ("Deed of Trust"). Such Deed of Trust shall serve as a collateral interest in the property being financed with CDBG Program funds ("Security Instrument.") If the SUBRECIPIENT ceases to meet a national objective until the fifth anniversary of the tenth anniversary of this Agreement in accordance with 24 CFR 570.208, or through foreclosure, transfer in lieu of foreclosure, or other circumstances, SUBRECIPIENT does not maintain vested ownership or legal possession of the Property, or if the provisions of Section II (A) of the Agreement are not complied with, SUBRECIPIENT will, upon the request of the City, repay to the City, without interest, the entire \$1,152,817.00 in CDBG Program funds that SUBRECIPIENT received from the City hereunder.

For all activities pertaining to acquisition of the Property or capital improvement on the Property, the SUBRECIPIENT shall record the "Deed of Trust," at the Recorder's Office of the County of Clark upon the closing of escrow on the Property or prior to City of Las Vegas issued Notice to Proceed to ensure performance by the SUBRECIPIENT pursuant to the Project as specified in the Agreement.

The SUBRECIPIENT agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in a minimum amount of \$1,152,817.00, which will protect the City from losses, damages, or claims concerning the title of the Property.

The SUBRECIPIENT further agrees to execute a Request for Notice, Attachment II to the

Agreement, in order that a copy of any Notice of Default or any Notice of Sale under the Deed of Trust recorded in which the City of Las Vegas is named as Trustee and Beneficiary be mailed to the City of Las Vegas.

E. NOTIFICATIONS

All notices hereunder and communications regarding interpretation of the terms of the Agreement, or changes thereto, shall be effected by mailing the notice, registered or certified mail, return receipt requested, postage prepaid and address to the City or SUBRECIPIENT as follows:

CITY:	Stephen Harsin, Director Neighborhood Services Department City of Las Vegas 400 Stewart Avenue, 2 nd Floor Las Vegas, NV 89101
SUBRECIPIENT	Veronica Wilson, Executive Director Blind Center of Nevada 1001 N. Bruce Las Vegas, NV 89101

A.P.N.: 139-26-201-011

WHEN RECORDED MAIL TO:

ATTN: Earlie King
Neighborhood Services Department,
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

MAIL TAX BILL TO:

Blind Center of Nevada
1001 N. Bruce
Las Vegas, NV 89101

EXHIBIT "B-1"

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST, made this 7th day of March, 2007 between Blind Center of Nevada, Inc., whose principal office is located at 1001 N. Bruce Las Vegas, NV 89101, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart, Las Vegas, NV, 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of \$1,152,817.00 from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan monies in accordance with the Community Development Block Grant of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein and therein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee in trust, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Exhibit "C" attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to acquire, dispose of, construct, reconstruct, or install public facilities and make improvements to either benefit primarily low- and moderate-income persons; aid in the prevention or elimination of slum or blight; or to meet Community Development needs having a particular urgency; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to abide by any and all applicable CDBG

program rules and regulations as provided by 24 CFR Part 570; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$1,152,817.00 in CDBG program funds if the Property acquired by Trustor ceases to meet a national objective in accordance with 24 CFR 570.208, pursuant to its Agreement with Beneficiary, or if Trustor loses through foreclosure, sale, or other circumstances legal possession of the Property; and

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$1,152,817.00 in CDBG program funds if the Property, or any portion thereof, is subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

So long as the SUBRECIPIENT/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the SUBRECIPIENT/Trustor will terminate on the fifth anniversary of the tenth anniversary of the Agreement ; and thereafter the Trustee under the Deed of Trust, its successors and assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Exhibit "C" hereto conveyed to the Trustee by the Trustor under the Deed of Trust. The funds will remain recapturable upon sale or transfer of title.

Trustor also agrees and acknowledges that a Request for Notice, the form of which is attached hereto as Exhibit "G", shall be recorded upon the recordation of this Deed of Trust and the Agreement secured hereby.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The following Covenant Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9 of Nevada Revised States (NRS) 107.030 are hereby adopted and made a part of the Deed of Trust. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

The undersigned TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

TRUSTOR:

Blind Center of Nevada

BY: _____

Veronica Wilson, Executive Director

State of Nevada)

) SS.

County of Clark)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said county and State, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntary and for the uses and purposes therein mentioned.

Notary Public

EXHIBIT "C"

LEGAL DESCRIPTION

A.P.N. 139-26-201-011

A certain tract or parcel of land lying and being situate in the City of Las Vegas, County of Clark, State of Nevada, and being a portion of the South One Half (S ½) of the Northwest One Quarter (NW ¼) of Section 26, Township 20 South, Range 61 East, M.D. B. & M., and being more particularly described as follows, to-wit:

BEGINNING at a point which bears North 0°05'47" East distant 399.71 feet and South 89°49'07" West distant 30 feet from the center of Section 26, Township 20 South, Range 61 East, said point being the Northeast corner of that certain parcel conveyed to the Fraternal Order of Eagles as described by Document 103883, Book 126, Official Records, Clark County, Nevada, said corner also being a point on the West right-of-way line of Bruce Street, thence South 89°49'07" West along the North Line of the aforementioned parcel conveyed to the Fraternal Order of Eagles a distance of 200 feet, thence North 0°05'47" East a distance of 354.01 feet to a point on the South line of that certain parcel conveyed to the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints as described by Document 63660, Book 76 of Official Records, Clark County, Nevada, thence North 89°32'47" East along the South line thereof a distance of 200.1 feet to a point on the West right-of-way line of Bruce street, thence South 0°05'47" West along said West right-of-way line, a distance of 354.84 feet to the POINT OF BEGINNING

EXCEPTING THEREFROM: the North 60.00 feet.

ALSO EXCEPTING THEREFROM: that certain parcel of land described by that certain Dedication recorded May 25, 1970, as Inst. No. 27656, of Official Records of Clark County, Nevada.

EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

ACTION	DATE
1. Start Construction	February 27, 2006
2. Complete Construction	June, 2007

EXHIBIT "E"

PROJECT DESCRIPTION

The Project is the rehabilitation of the Tait Building of the Blind Center of Nevada. This rehab project will bring the building in compliance with current building codes and ADA requirements. The Blind Center is located at 1001 N. Bruce, Las Vegas, NV 89101.

Exhibit "F-1"
PROJECT BUDGET

Organization: Blind Center of Nevada

Project: Blind Center of Nevada Rehabilitation

Program: Community Development Block Grant, Fiscal Year 2005-2006.

Project Budget

Account	Description	Amount Authorized
992090	Materials and Labor	\$1,100,661
	Permit Fees	\$ 4,156
	Architectural Fees	\$48,000
Total Amount		\$1,152,817.00

EXHIBIT "G" **YEARLY PROGRAM STATUS/CLIENT STATISTICS REPORT**

Neighborhood Services Department
 Neighborhood Development Division
 400 Stewart, 2nd Floor
 Las Vegas, NV 89101

RE: Project: Blind Center of Nevada Rehabilitation
 Represents year 2005-2006

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. In addition, the number served for all categories should total, i.e., female and male clients should equal the total number; the numbers in the income columns should also equal the total number. Note: Female Head of Household would not fall under this requirement.

A	B	C
Race Category	Year To Date Client Total	Year to Date Hispanic Total
White		
Black/African American		
Asian		
American Indian/Alaskan		
Native Hawaiian/Other Pac. Islander		
American Indian Alaskan Native & White		
Asian & White		
Black & White		
American Indian/Alaskan Native & Black		
Other Multi Racial		
Asian/Pacific Islander		
Other Multi-Racial		
TOTAL All Categories		
Female		
Male		
Female Head of Household		
0-30% Extremely-Low	Total	
	Monthly Total	
	Year to Date Total	

ATTACHMENT I

DISCLOSURE OF PRINCIPALS

The principals and partners of Blind Center of Nevada *and all persons and entities holding more than 1% interest in the Blind Center of Nevada or any principal of Blind Center of Nevada* are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. <u>NONE</u>	<u>SEE ATTACHED BOARD OF DIRECTORS</u>	
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

Continue list until full and complete disclosure is made.

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

By: *Veronica Wilson*
Title: *President / CEO*

Subscribed and sworn to before me this
23 day of FEBRUARY, 2007.

Patricia Ann Benefiel
Notary Public

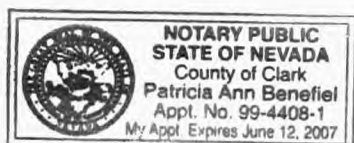


EXHIBIT "C"

LEGAL DESCRIPTION

A.P.N. 139-26-201-011

A certain tract or parcel of land lying and being situate in the City of Las Vegas, County of Clark, State of Nevada, and being a portion of the South One Half (S ½) of the Northwest One Quarter (NW ¼) of Section 26, Township 20 South, Range 61 East, M.D. B. & M., and being more particularly described as follows, to-wit:

BEGINNING at a point which bears North 0°05'47" East distant 399.71 feet and South 89°49'07" West distant 30 feet from the center of Section 26, Township 20 South, Range 61 East, said point being the Northeast corner of that certain parcel conveyed to the Fraternal Order of Eagles as described by Document 103883, Book 126, Official Records, Clark County, Nevada, said corner also being a point on the West right-of-way line of Bruce Street, thence South 89°49'07" West along the North Line of the aforementioned parcel conveyed to the Fraternal Order of Eagles a distance of 200 feet, thence North 0°05'47" East a distance of 354.01 feet to a point on the South line of that certain parcel conveyed to the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints as described by Document 63660, Book 76 of Official Records, Clark County, Nevada, thence North 89°32'47" East along the South line thereof a distance of 200.1 feet to a point on the West right-of-way line of Bruce street, thence South 0°05'47" West along said West right-of-way line, a distance of 354.84 feet to the POINT OF BEGINNING

EXCEPTING THEREFROM: the North 60.00 feet.

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ Consent ☐ Discussion

SUBJECT:

Approval of the Funding Agreement for the 2006 Commission for Cultural Affairs (CCA) grant from the State of Nevada Department of Cultural Affairs, administered by the State Historic Preservation Office (SHPO) in the amount of \$70,000 (Multi-Purpose Special Revenue Fund) for the Westside School, 330 W. Washington Avenue, as identified in the Funding Agreement - Ward 5 (Weekly)

Fiscal Impact



No Impact



Budget Funds Available



Augmentation Required

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Funds will be used to construct a new roof (as needed) and new roof shingles for the 1948 addition of the Westside School, located at 330 W. Washington Avenue. The funding will include materials, labor, professional services and private contractor. The work is projected to be complete by December 2007.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. 2006 CCA Funding Agreement

Motion made by GARY REESE to Approve Items 12-57

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

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

Minutes:

Under Item 12, COUNCILMAN REESE expressed appreciation to former COUNCILMAN WEEKLY for all his efforts in this matter.

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 7, 2007
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: 2006 CCA GRANT

In order to complete documented Goals, Objectives, Policies and Programs of the City of Las Vegas Historic Preservation Plan and Master Plan 2020, the Planning & Development Department has applied for a grant from the State of Nevada Department of Cultural Affairs, also known as the CCA grant. The grant originates from the sale of state bonds, and is administered by the State Historic Preservation Office (SHPO). The city has been awarded \$70,000 to construct a new roof (as needed) and new roof shingles for the 1948 addition of the Westside School, located at 330 W. Washington Avenue. The funding will include materials, labor, professional services and private contractor. The work is projected to be complete by December 2007.

The scope of work included in the grant application satisfies the following City of Las Vegas Policies and Programs:

The City of Las Vegas Historic Preservation Plan, adopted 1992

Goal: Promote the educational, cultural, economic, and general welfare of the public through the preservation, maintenance and protection of structures, sites and districts of significant historic, architectural, and archaeological interest within Las Vegas.

Objective A: Promote the preservation and maintenance of structures, sites and districts of historic interest within Las Vegas.

The City of Las Vegas Master Plan 2020, adopted by Planning Commission on June 15, 2000 and City Council on September 6, 2000, supports this project in the following sections:

Reurbanization

OBJECTIVE 1.4: To retain, where viable, historical structures which represent the architectural, cultural and social legacy of the City of Las Vegas.

Neighborhood Revitalization Area

GOAL 2: Mature neighborhoods will be sustained and improved through appropriate and selective high quality redevelopment and preservation.

The City of Las Vegas Priorities supports this project:

- Revitalize and invigorate our mature areas and the urban core
- Support and encourage sustainability, livability, and pride in our neighborhoods



JIM GIBBONS
Governor

MICHAEL E. FISCHER
Department Director

STATE OF NEVADA
DEPARTMENT OF CULTURAL AFFAIRS
State Historic Preservation Office
100 N. Stewart Street
Carson City, Nevada 89701
(775) 684-3448 • Fax (775) 684-3442
www.nvshpo.org

RONALD M. JAMES
State Historic Preservation Officer

February 16, 2007

Ms. Courtney Mooney
Planning and Development
731 South 4th Street
Las Vegas, Nevada 89101

Re: 2006 Commission for Cultural Affairs (CCA) Funding Agreement the "Historic Westside School Rehabilitation" CCA-06-03

Dear Ms. Mooney:

Enclosed is the funding agreement between the State Historic Preservation Office (SHPO) and your organization for the above project.

Following is a description of each document:

- **Funding Agreement (FA)**
This is a legally binding document that outlines your organization's legal obligations regarding the grant. Among the items included are the grant amount, the grant termination date, quarterly reporting dates, financial and reimbursement procedures and media responsibilities.
- **Funding Agreement: Attachment A-1 (Scope of Work)**
This describes your organization's project and is broken into three parts. Part 1 is a single sentence project description. Part 2 lists the proposed work in an outline format. Part 3 lists CCA and SHPO project stipulations. Among them are The Secretary of the Interior's Standards for Rehabilitation, "ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable change to meet new needs." (www.nps.gov)

Ms. Courtney Mooney
Page 2

- **Funding Agreement: Attachment A-2 (Budget)**
This page contains your organization's itemized budget in a spreadsheet format.
- **Funding Agreement: Attachment B-1 (Covenants)**
This page outlines your organization's responsibilities when you accept the CCA grant. Briefly, your organization commits to maintaining the historic building and notifying our office of any proposed changes or modifications prior to implementation. Depending on the amount of your grant, these covenants run in length between 5 to 20 years. The higher the CCA award, the longer the covenant is placed on the property.
- **Funding Agreement: Attachment C (Civil Rights)**
This page asks your organization to certify that "as a condition to receiving any public financial assistance from the State of Nevada, it will comply with all Federal laws relating to nondiscrimination."

Upon your receipt of these documents this is what your organization needs to do:

Read the Funding Agreement, Attachment A-1, A-2, and C

Please make sure it accurately reflects your project. If your organization has any questions, comments, or corrections, contact the SHPO as soon as possible. If your organization agrees with the terms of the funding agreement and Attachment A-1, A-2, and C, please fill out and sign each of the forms in the designated areas.

- **Read Attachment B**
This attachment is slightly different from the above items and requires a different signature process. If you agree to the terms, please sign page four (4) before a notary and have the top half of page five (5) notarized.
- After you have made a copy of the documents for your organization, please mail the signed original funding agreement and attachments to:

Mara Thiessen Jones
CCA Grant Program
State Historic Preservation Office
100 North Stewart St., 2nd Floor
Carson City, NV 89701

Ms. Courtney Mooney
Page 3

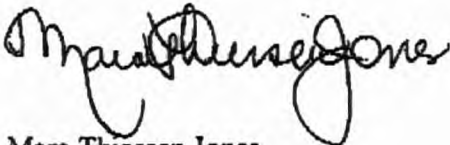
- Upon our receipt of your documents:
 1. Your documents will be reviewed for completeness. If complete, the State Historic Preservation Officer will sign and have the form notarized.
 2. Your documents will then be sent to the Attorney General's office for review and signature and will then be returned to you.
 3. You must record the covenants at your County Recorder's office.
 4. Return the original or certified copy of the signed and recorded covenants to this office.

Funds can not be released for your project until the original notarized covenant is on file at our office.

We will then send you a copy of the completely (signed-off) funding agreement for your files.

We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Thank you,



Mara Thiessen Jones
Architectural Historian
775-684-3439

Enclosures (6)

1 **COMMISSION FOR CULTURAL AFFAIRS FUNDING AGREEMENT**

2 This Agreement is made and entered into between the State of Nevada, acting by and
3 through the State Historic Preservation Office, hereinafter referred to as "STATE" and the **CITY**
4 **OF LAS VEGAS – PLANNING AND DEVELOPMENT**, Hereinafter referred to as
5 "APPLICANT". This Agreement is entered into pursuant to the authority contained in NRS
6 233C.200.

7 Affixed to and made a part hereof are the following attachments.

8 /X/ ATTACHMENT A – Scope of Work/Budget

9 /X/ ATTACHMENT B – Covenants

10 /X/ ATTACHMENT C – Assurances

11 WHEREAS, the STATE will administer a State Bond grant-in-aid in an amount of
12 **\$ 70,000.00** to assist in the **HISTORIC WESTSIDE SCHOOL REHABILITATION**. NOW,
13 THEREFORE, the APPLICANT in undertaking this project agrees to:

- 14 1. Duly and faithfully comply with the terms and conditions of this Agreement, all
15 applicable federal and State laws.
- 16 2. At all times during regular business hours or at an agreed to time and as often as the
17 STATE requires, permit authorized representatives of the STATE full and free access to
18 the project and to the accounts, records, and books of the APPLICANT relative hereto,
19 including the right to make transcripts from such accounts, records, and books. Such
20 accounts, records, and books must be retained for three (3) years after the completion of
21 the project.
- 22 3. Indemnify and save and hold the State of Nevada, its agents and employees harmless
23 from any and all claims, causes of action or liability arising from the performance of this
24 Agreement, subject to NRS Chapter 41.

1 4. Provide the STATE with progress reports in a format prescribed by the STATE during
2 the term of the grant by 4/15/2007, 7/15/2007, 10/15/2007, 1/15/2008 and during the
3 term of this Agreement and any amendments thereto. A final completion report shall be
4 submitted by the APPLICANT in a format prescribed by the STATE by
5 JANUARY 15, 2008.

6 5. Maintain:

7 a. An accurate record of all expenditures related to the project. Records must be
8 supported by source documentation. Audits may be required by the STATE. Such
9 audits shall be at the expense of the applicant and are considered an allowable
10 project cost.

11 b. A special account for the project so that an exact itemization of project
12 expenditures can be submitted by check number along with copies of canceled
13 checks and itemized invoices.

14 c. A comparison of actual expenditures with budgeted amounts for the Agreement.

15 6. Notify the STATE immediately in writing of problems or changes in scope of work,
16 budget, product, and performance reporting. No changes can be made without prior
17 written approval from the STATE.

18 7. Following the notification of the grant award and before work begins, the APPLICANT
19 will attend a project conference held by the STATE. It is the responsibility of the
20 APPLICANT to coordinate the conference date and time.

21 THEREFORE, the parties to this Agreement acknowledge and will comply with the
22 following general terms:

23 1. Payment of the grant shall be made upon compliance with the terms of this Agreement
24 which include:

- a. An inspection by the STATE to ensure that work has been completed satisfactorily in accordance with the terms of this Agreement.
 - b. Submission of satisfactory progress reports as referred to above.
 - c. Submission of Requests for Reimbursement which must be executed by the person in charge of the project. The request shall be accompanied by copies of all original bills from contractors, suppliers, and vendors. Proof of payment of those bills will be required at the close of the grant period.
 - d. The STATE may, at its discretion, retain ten percent (10%) of the STATE'S Contribution to the project. When the final completion report and proof of payment of all bills and canceled checks has been received and approved in writing by the STATE, the funds retained will be paid to the APPLICANT.
 - e. Progress payments may be made at the discretion of the STATE upon the completion of distinct phases of work provided that the above-mentioned conditions have been met for each phase of work.
 - f. Any progress payments by the STATE shall not constitute nor be construed as a waiver by the STATE of any breach of covenants or any default which may exist on the part of the APPLICANT, nor shall any such breach or default impair or prejudice any right or remedy available to the STATE.
2. In any news release or printed material describing or promoting the project or any material produced as a result of the grant, appropriate credit shall be given to the STATE by including the phrase "this project has been funded with the assistance of the State of Nevada Commission for Cultural Affairs.
 3. The STATE or the Applicant may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project will not produce beneficial results

1 commensurate with the further expenditure of funds. The two parties must both agree
2 in writing upon the termination condition, including the effective date, and in the case
3 of partial termination, the portion to be terminated.

4 4. If the APPLICANT fails to comply with any of the terms of this Agreement, the
5 STATE shall have the right to cancel this Agreement without the consent of the
6 APPLICANT and to file suit, in law or equity. The purpose of the suit shall be to cause
7 the APPLICANT to cure said violations or to obtain the return of funds granted to the
8 APPLICANT by the STATE. Such suit may be brought in the District Court of the
9 county in which the property is located.

10 5. The commencement date for all work to be performed under this Agreement is
11 **JANUARY 17, 2007**. The termination or end date is **DECEMBER 31, 2007**. No
12 work performed at any time other than described in this paragraph shall be considered
13 as an eligible activity for reimbursement purposes. All requests for reimbursement must
14 be submitted to the STATE no later than **FEBRUARY 15, 2008**. Requests that have
15 not been received at the office of the STATE by this date shall not be paid pursuant to
16 this funding Agreement.

17 6. This funding Agreement shall be construed and interpreted according to the laws of the
18 State of Nevada.

19 7. All work conducted by the APPLICANT shall be assessed by the staff of the
20 Commission for Cultural Affairs for adequacy of performance. If work does not meet
21 the terms of this Agreement, the APPLICANT shall remedy the work even if that
22 requires the expenditure of funds other than those contributed to the project by the
23 Commission for Cultural Affairs.

24

1 8. The APPLICANT agrees to revert to the STATE all funds contributed to the project by
2 the Commission for Cultural Affairs if the terms of this Agreement are not met by the
3 APPLICANT or if the APPLICANT violates any section of NRS.

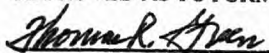
4 9. Under the terms of this Agreement, the APPLICANT warrants that it shall not
5 discriminate nor allow discrimination against any employee based on race, color,
6 religion, ancestry, gender, national origin or disability. The APPLICANT shall permit
7 the STATE access to its records of employment, advertisements and other pertinent data
8 relative to this provision.

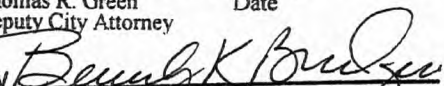
9 IN WITNESS WHEREOF, the parties hereto have caused this 2006 Commission for
10 Cultural Affairs (CCA) Funding Agreement to be signed and intend to be legally bound thereby
11 entered into this 15TH day of MARCH, 2007.

12 **APPLICANT-CITY OF LAS VEGAS - PLANNING AND DEVELOPMENT**

13 By: 
14 Name (print): OSCAR B. GOODMAN
15 Title (print): MAYOR
16 Date (print): MARCH 15, 2007

APPROVED AS TO FORM

 3/15/07
Thomas R. Green Date
Deputy City Attorney

Attest: By 
BEVERLY K. BRIDGES, CMC, Acting City Clerk

17 **STATE-DEPT. OF CULTURAL AFFAIRS, HISTORIC PRESERVATION OFFICE**

18 By: 
19 Ronald M. James, State Historic Preservation Officer
20 Date (print): 3-27-07

21 **REVIEWED AS TO FORM ONLY:**

22 Catherine Cortez Masto, Attorney General

23 By: 
24 Deputy Attorney General

3/29/07
Date

ATTACHMENT A-1 SCOPE OF WORK

Project Scope: **REHABILITATION OF HISTORIC WESTSIDE SCHOOL USING
COMMISSION FOR CULTURAL AFFAIRS (CCA) FUNDS (CCA 06-03)**

This project will support the following:

- Construction of new roof (as needed) and new roof shingles for 1948 addition;
- Construction of wooden arcade at courtyard for 1948 addition;
- HVAC upgrades for entire campus;
- Paint and stucco repair for entire campus;
- Exterior lighting enhancements for entire campus.

State Historic Preservation Office (SHPO) and CCA Project Stipulations:

1. All work will conform with the Secretary of the Interior's Standards for Rehabilitation unless otherwise approved by the SHPO.
2. If any changes are made to the project, the applicant/grantee must submit updated visual and/or written specifications for the proposed rehabilitation work before any work commences and for written approval from the SHPO.
3. All completed work must conform with visual and/or written specifications submitted to and approved by the SHPO before work begins.
4. The applicant/grantee will provide the SHPO with quarterly updates on project progress.
5. The applicant/grantee will provide the SHPO with full access to all documents necessary for a comprehensive audit. Should the SHPO find costs that are not allowed by state accounting practices or that are outside the terms of this agreement, the applicant/grantee will refund the amount to the SHPO.
6. The grant recipient agrees to notify the Commission when there are fundamental changes to its programming, to its structure as an organization, or to its leadership, and the Commission may consider these changes in future funding decisions.

**ATTACHMENT A-2
BUDGET**

Participant:	City of Las Vegas - Planning and Development	
Project Title:	Historic Westside School	
Termination Date:	12/31/2007	
Project ID#	CCA 06-03	
Itemized Budget:	Re-roofing 1948 School Building	\$ 63,600.00
	Design Fees	\$ 6,400.00
	Total CCA Budget Amount	\$ 70,000.00
	Project Director (Urban Design Coordinator)	\$ 15,050.00
	Architectural Project Manager	\$ 17,090.00
	Additional Assistance (from the Historic Preservation Commission)	\$ 5,184.00
	Intern Assistance	\$ 960.00
	Mileage-Urban Design Coordinator	\$ 77.76
	Mileage-Architectural Project Manager	\$ 116.64
	Supplies (Photocopying/Printing)	\$ 1,000.00
	Total Non-CCA Budget Amount	\$ 39,478.40
	Total Project Budget	\$ 109,478.40
	Total CCA Award	\$ 70,000.00

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6 **ATTACHMENT B**

7 **COMMISSION FOR CULTURAL AFFAIRS (CCA) COVENANTS**

8 These covenants are made and entered into between the State of Nevada, acting by and
9 through the State Historic Preservation Office (SHPO), hereinafter referred to as "STATE" and the
10 **CITY OF LAS VEGAS – PLANNING AND DEVELOPMENT** hereinafter referred to as
11 "APPLICANT", for the purpose of the property known as the **HISTORIC WESTSIDE SCHOOL**,
12 which is owned in fee simple by the APPLICANT.

13 The property is comprised essentially of grounds, collateral, appurtenances, and
14 improvements. The property is more particularly described as follows:

15 **ASSESSOR'S PARCEL NUMBER (APN) 139-27-211-058 AND 139-27-211-53.**

16 In consideration of the sum **\$70,000.00** received in grant-in-aid assistance from the STATE,
17 the APPLICANT hereby agrees to the following for a period of time ending on
18 **DECEMBER 31, 2022.**

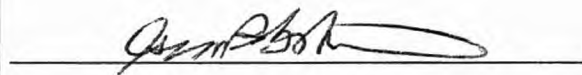
- 19 1. The APPLICANT agrees to assume the cost of the continued maintenance and repair
20 of said Property so as to preserve the architectural, historical, cultural or
21 archaeological integrity of the same, in order to protect and enhance those qualities
22 which make it historically significant as determined by the STATE.
- 23 2. The APPLICANT agrees that no visual or structural alterations will be made to the
24 property without prior written permission of the STATE.

- 1 3. The APPLICANT agrees that the STATE, its agents and designees, shall have the
2 right to inspect the property at all reasonable times, in order to ascertain whether or
3 not the conditions of these Covenants are being observed.
- 4 4. The APPLICANT agrees that when the property is not clearly visible from a public
5 right of-way or includes interior work assisted with State of Nevada, Commission for
6 Cultural Affairs grant funds, the property will be open to the public not less than
7 twelve (12) days a year on an equitable spaced basis and at other times by
8 appointment. Nothing in these covenants will prohibit the APPLICANT from
9 charging a reasonable, non-discriminatory admission fee, comparable to fees charged
10 at similar facilities in the area.
- 11 5. The APPLICANT further agrees that when the property is not open to the public on a
12 continuing basis, and when the improvements assisted with State of Nevada
13 Commission for Cultural Affairs grant funds are not visible from the public right-of-
14 way, notification will be published for three consecutive working days, no less than
15 one week prior to the opening date in one newspaper of general circulation in the
16 community area in which the property is located. The advertisement shall give the
17 dates and times when the property will be open. Documentation of such notice will
18 be furnished annually to the STATE during the term of these Covenants.
- 19 6. The APPLICANT agrees to comply with Title VI of the Civil Rights Act of 1964
20 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with
21 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit
22 discrimination on the basis of race, religion, national origin, or disability. In
23 implementing public access, reasonable accommodation to qualified disabled persons
24 shall be made in consultation with the STATE.

- 1 7. The agreement shall be enforceable in specific performance by a court of competent
2 jurisdiction.
- 3 8. SEVERABILITY CLAUSE - It is understood and agreed by the parties hereto that if
4 any part, term, or provision of this agreement is held to be illegal by the courts, the
5 validity of the remaining portions or provisions shall not be affected, and the rights
6 and obligations of the parties shall be construed and enforced as if the contract did not
7 contain the particular part, term, or provision held to be invalid.
- 8 9. These restraints shall run with the property and are binding upon the APPLICANT
9 and any and all successors, heirs, assignees, or lessees.
- 10 10. The STATE shall have the right to file suit in law or equity, if the APPLICANT
11 violates any of the restraints of these Covenants. The purpose of the suit shall be to
12 cause the APPLICANT to cure said violations or to obtain the return of funds granted
13 to the APPLICANT by the STATE.
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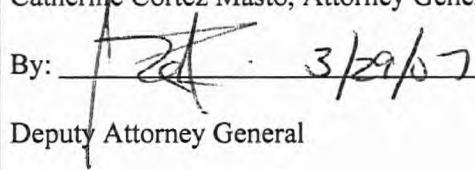
1 11. The APPLICANT shall record these Covenants in the Recorder's Office of the
2 County in which the subject property is located. The STATE'S obligations with
3 regard to the subject property shall not become effective until the APPLICANT has
4 furnished the STATE satisfactory proof of the aforementioned recordation.

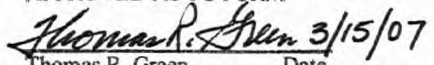
5 These CCA Covenants are entered into this 15TH day of MARCH, 2007.

6 **APPLICANT – CITY OF LAS VEGAS – PLANNING AND DEVELOPMENT**
7 **Attest: By** 
8  OSCAR B. GOODMAN, MAYOR
9 Signature Name and Title (print)

10 **STATE-DEPT. OF CULTURAL AFFAIRS, HISTORIC PRESERVATION OFFICE**
11 
12 Ronald M. James, State Historic Preservation Officer
13

14 **REVIEWED AS TO FORM ONLY:**

15 Catherine Cortez Masto, Attorney General
16 By: 
17 3/29/07
18 Deputy Attorney General

APPROVED AS TO FORM
 3/15/07
Thomas R. Green Date
Deputy City Attorney

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1 Witnessed by Notary Public

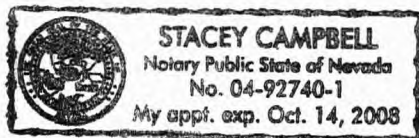
2 State of Nevada

3 County of CLARK

4 On MARCH 15, 2007, personally appeared before me, a Notary

5 Public in and for said County and State, OSCAR B. GOODMAN, Mayor

6 Known to me to be the person described in and who executed the foregoing instrument, who
7 acknowledged to me that he executed the same freely and voluntarily and for the uses
8 and purposes therein mentioned.



Stacey Campbell

Notary Public

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13 ACKNOWLEDGEMENT

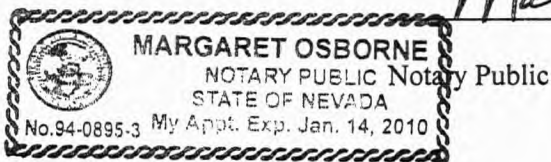
14 State of Nevada

15 County of CARSON

16 On March 27, 2007, personally appeared before me, Notary Public in

17 and for said County and State, RONALD M. JAMES, known to me to be the person

18 described in and who executed the foregoing instrument, who acknowledged to me that he executed
19 the same and freely and voluntarily and for the uses and purposed therein mentioned.



Margaret M Osborne

Notary Public

ATTACHMENT C

CIVIL RIGHTS ASSURANCE

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any public financial assistance from the State of Nevada, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE that it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of public financial assistance extended to the Applicant by the Commission for Cultural Affairs, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the public financial assistance is extended to it by the State of Nevada.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all publicly funded grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the State of Nevada, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

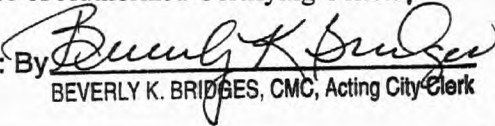
The Applicant recognizes and agrees that such public financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.



OSCAR B. GOODMAN, Mayor
Signature of Authorized Certifying Official

Mayor

Title

Attest: By 

BEVERLY K. BRIDGES, CMC, Acting City Clerk

Authorized Certifying Official (print name)

Date Submitted

CITY OF LAS VEGAS – PLANNING AND DEVELOPMENT

Applicant/Organization

731 S. 4TH STREET, LAS VEGAS, NV 89101

Applicant/Organization Mailing Address

APPROVED AS TO FORM

 3/15/07

Thomas R. Green Date
Deputy City Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of an Encroachment Request from Jim Marsh American Corporation, owner (southeast corner of Centennial Parkway and Riley Street) - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This request is for an approximate 5-foot wide area of landscaping on the west side of the sidewalk located on the east side of Riley Street extending southward from Centennial Parkway for approximately 273-feet and an approximate 4-foot wide area of landscaping the north side of the sidewalk and an approximate 5-foot wide area of landscaping on the south side of the sidewalk, located on the south side of Centennial Parkway extending eastward from Riley Street for approximately 293-feet and landscaping of the median on Centennial Parkway directly adjacent to the property. The landscaping shall consist of trees, shrubs, ground cover and an irrigation system to meet Town Center landscaping requirements for the proposed Jim Marsh Chrysler Jeep Auto Body Shop. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

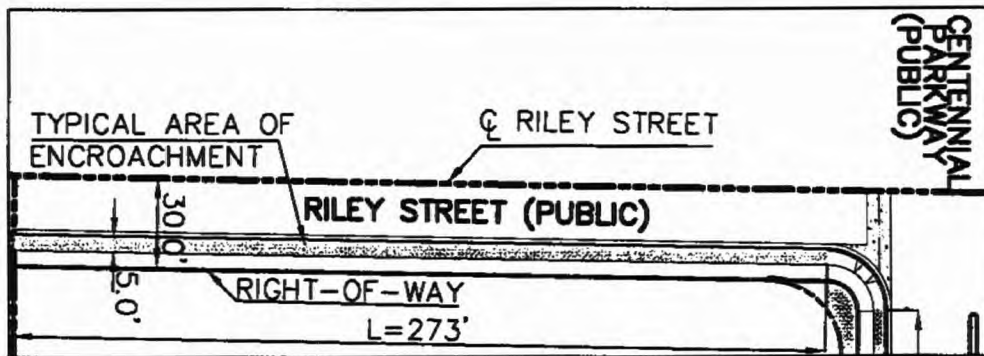
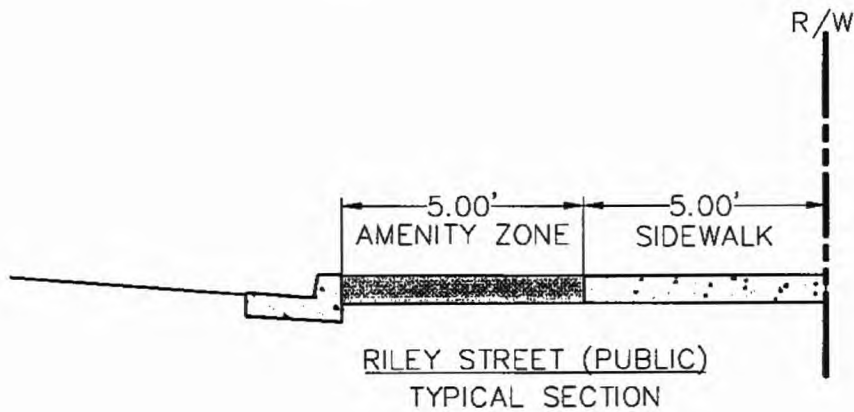
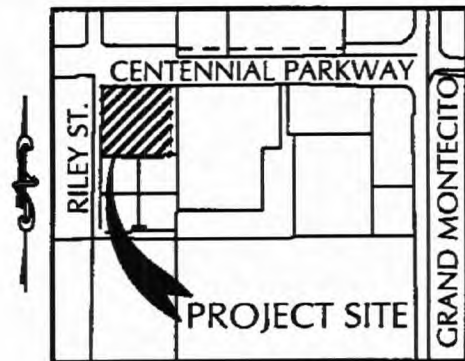
1. Copy of Encroachment Exhibit "A" (Riley Street)
2. Copy of Encroachment Exhibit "B" (Centennial Parkway)

Motion made by GARY REESE to Approve Items 12-57

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

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

EXHIBIT "A"



RILEY STREET
(PUBLIC)

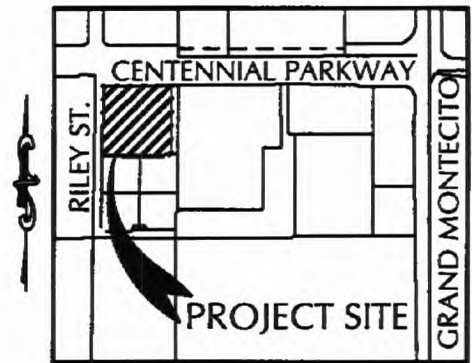


JIM MARSH
CHRYSLER JEEP
AUTO BODY SHOP

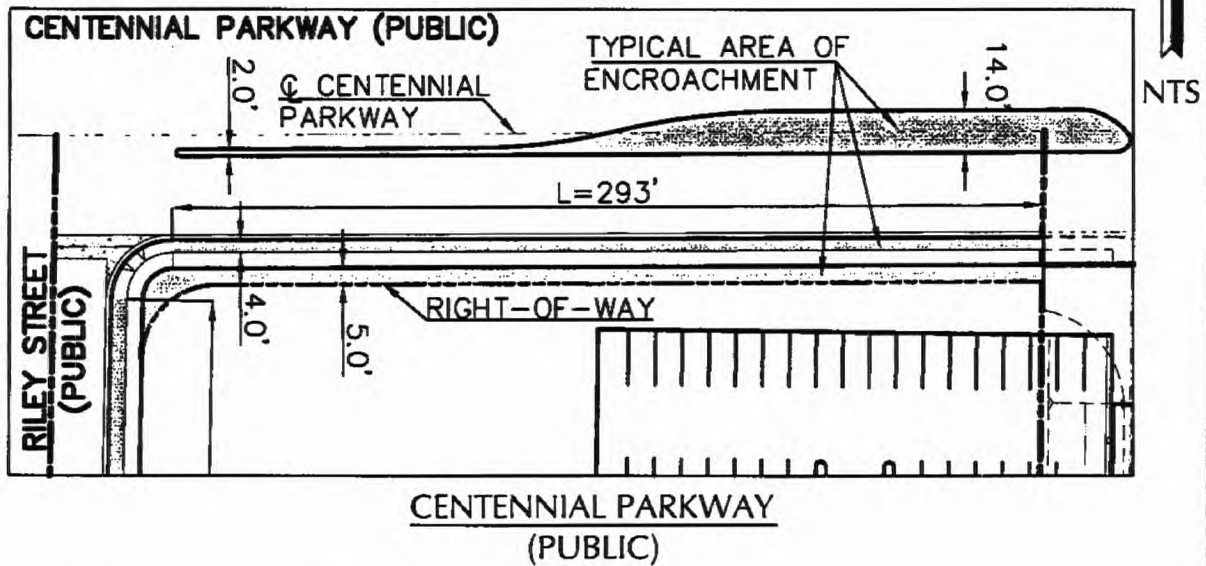
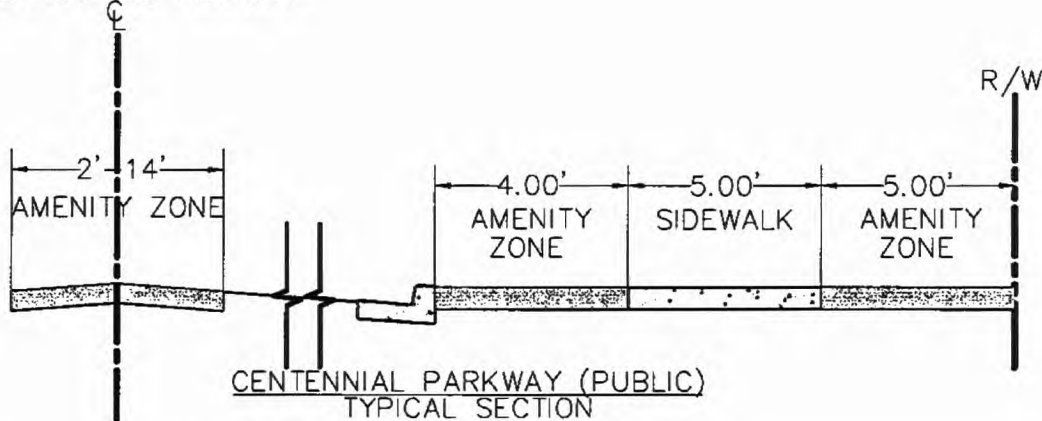
LANDSCAPE
ENCROACHMENT EXHIBIT

MARTIN & MARTIN

EXHIBIT "B"



CENTENNIAL PARKWAY



JIM MARSH
CHRYSLER JEEP
AUTO BODY SHOP

LANDSCAPE
ENCROACHMENT EXHIBIT

MARTIN & MARTIN

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of an Encroachment Request from Veronika Holmes of Gypsy Caravan Antique Village on behalf of Clover Trust, owner (southeast corner of Colorado Avenue and Casino Center Boulevard) - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This request is for an approximate 9.5-foot wide area of landscaping on the south side of the sidewalk located on the south side of Colorado Avenue extending approximately 106-feet eastward from Casino Center Boulevard and an approximate 9.5-foot wide area of landscaping on the east side of the sidewalk located on the east side of Casino Center Boulevard, consisting of existing turf for an existing residence. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

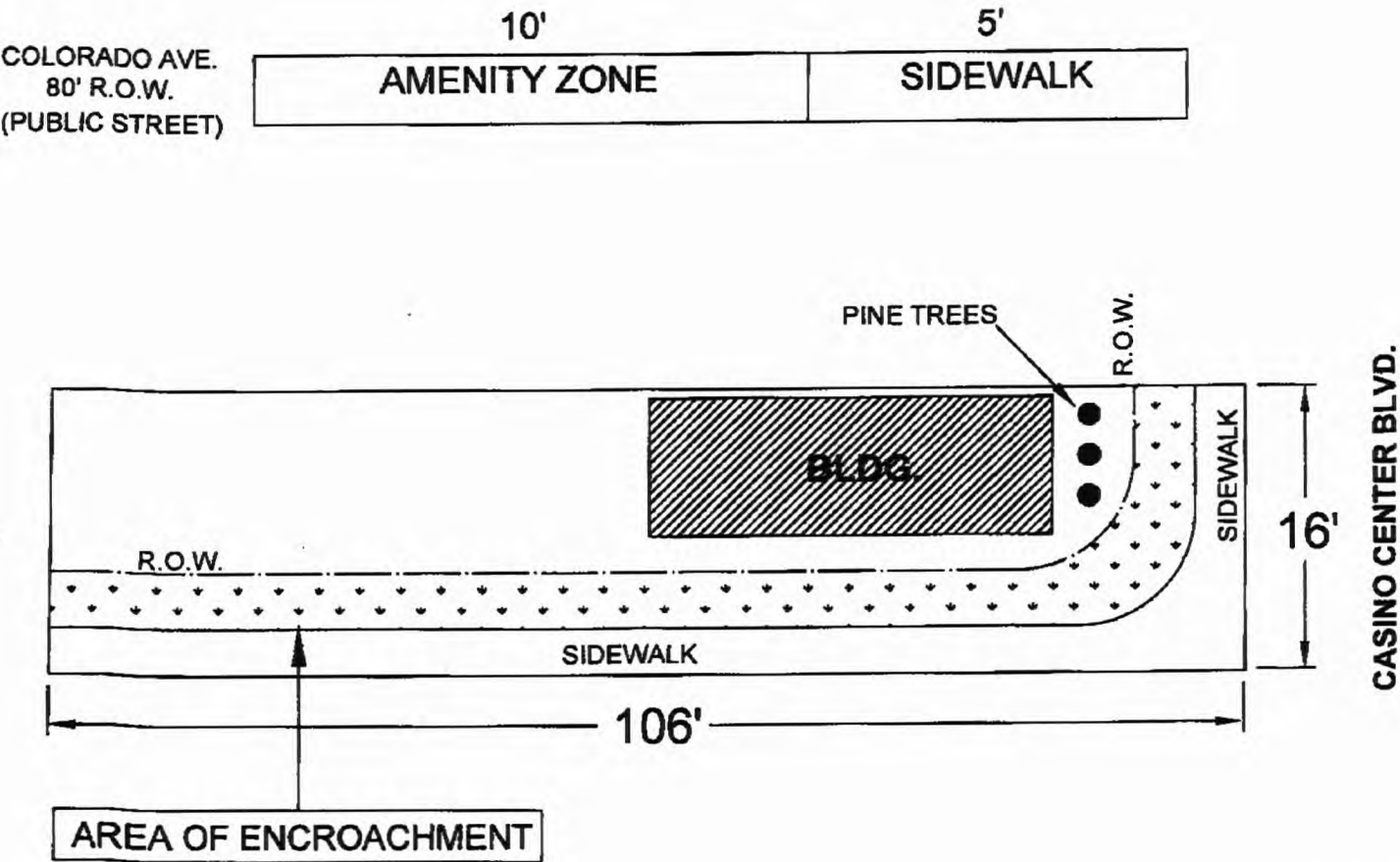
1. Copy of Encroachment Exhibit "A" (Colorado Avenue)
2. Copy of Encroachment Exhibit "B" (vicinity map)

Motion made by GARY REESE to Approve Items 12-57

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

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

EXHIBIT A



COLORADO AVE.
80' R.O.W.
(PUBLIC STREET)



ENCROACHMENT EXHIBIT

EXHIBIT "B"



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of an Encroachment Request from Betty Medina on behalf of Four Queens Hotel and Casino, applicant (Carson Avenue between Casino Center Boulevard and 3rd Street) - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This request is for an approximate 10-foot wide amenity zone adjacent to the property on the north side of Carson Avenue between Casino Center Boulevard and 3rd Street, consisting of ten evenly spaced tree-wells flush with the sidewalk. Each tree-well will have a tree-grate and contain one tree and an irrigation system to meet Downtown Centennial Landscaping Standards for the Four Queens Hotel and Casino. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (northeast corner of Carson Avenue and Casino Center Boulevard)
2. Copy of Encroachment Exhibit "B" (northwest corner of Carson Avenue and 3rd Street)
3. Copy of Encroachment Exhibit "C" (Carson Avenue typical section)

Motion made by GARY REESE to Approve Items 12-57

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

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

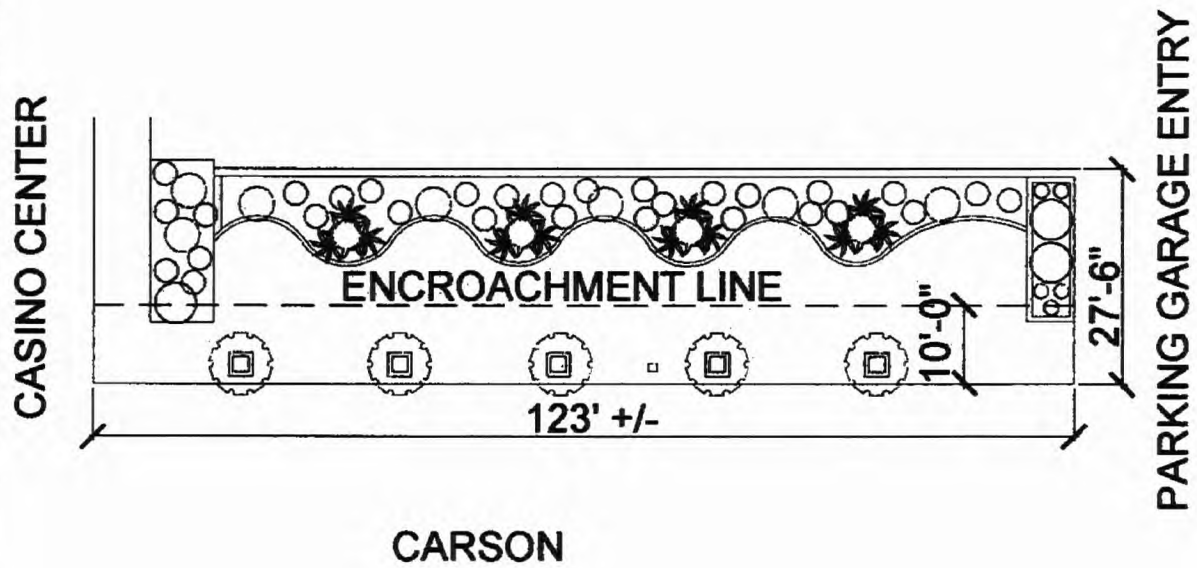
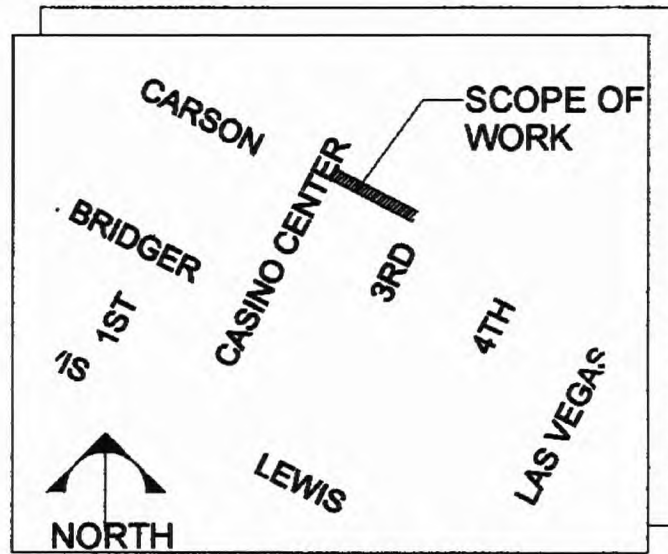
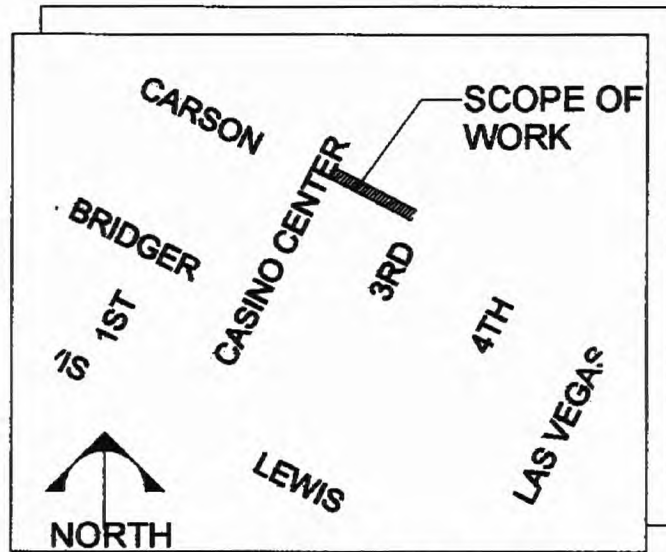


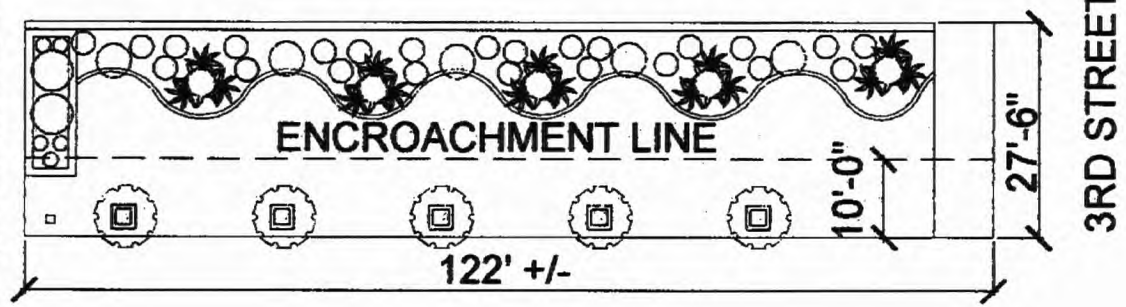
EXHIBIT "A"

4 QUEENS



AREA MAP

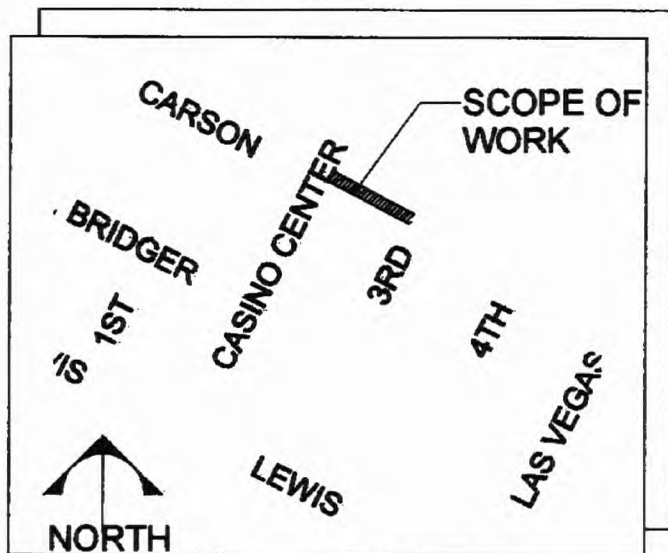
PARKING GARAGE ENTRY



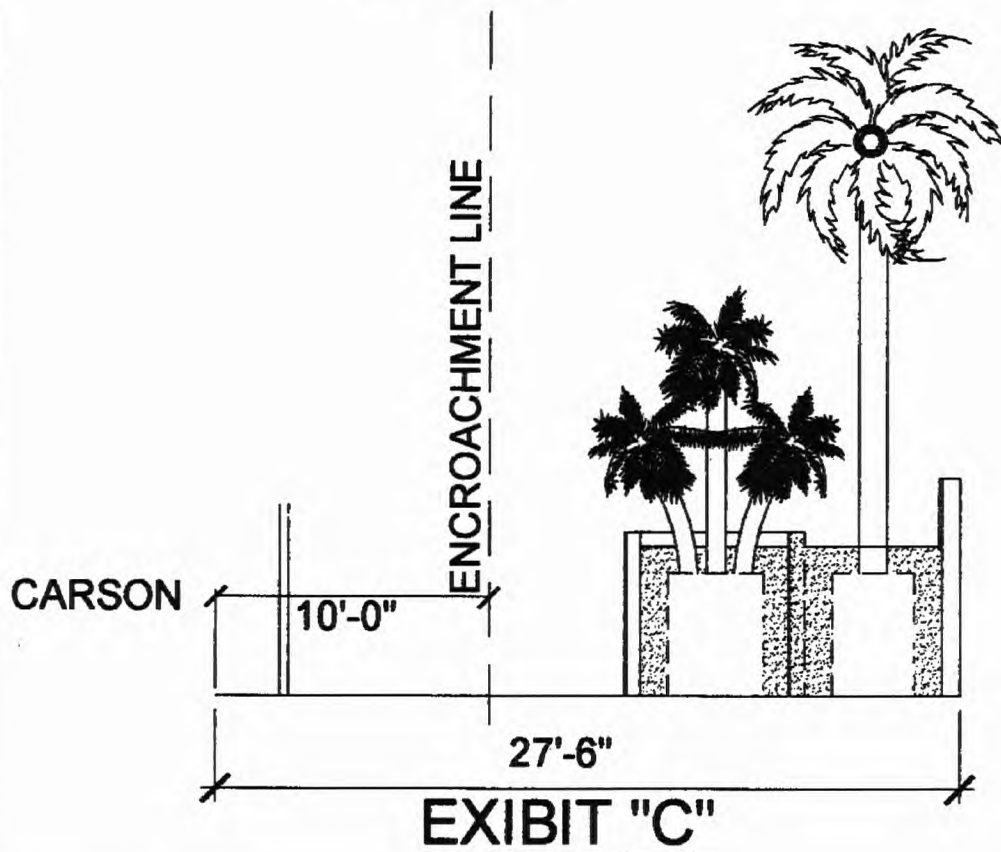
CARSON

EXHIBIT "B"

4 QUEENS



AREA MAP



4 QUEENS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

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

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - R. Lucero and Associates, Inc., on behalf of Alexander Holdings Corporation, owner (southwest corner of Florine Avenue and Fort Apache Road, APNs 138-06-801-006 and -007) - County (near Ward 4 - Brown)

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

This request is to connect 12 single family dwellings located at the southwest corner of Florine Avenue and Fort Apache Road. The owner proposes to connect to the 8-inch sewer line located in Hickam Avenue. The Planning Department has determined the project does conform to the City's General Plan for the area. The 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. 452

Motion made by GARY REESE to Approve Items 12-57

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

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

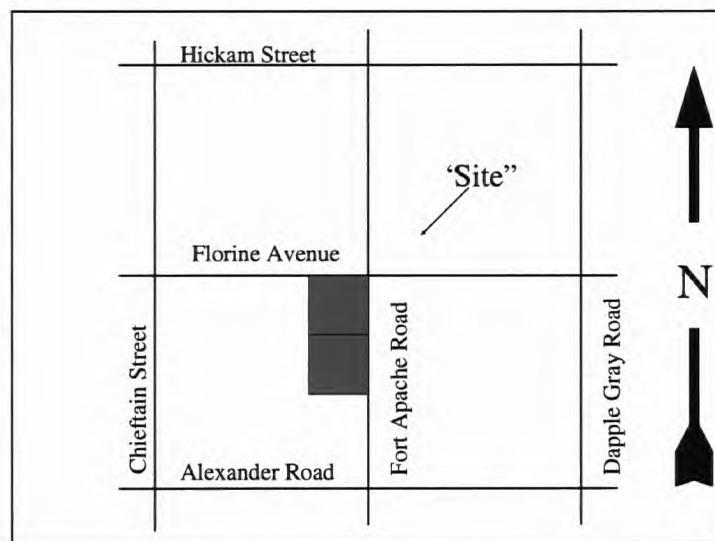
AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – R. LUCERO AND ASSOCIATES, INC., ON
BEHALF OF ALEXANDER HOLDINGS CORPORATION, OWNER
(SOUTHWEST CORNER OF FLORINE AVENUE AND FORT APACHE
ROAD, APNS 138-06-801-006 AND -007)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 25th day of September, 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 ALEXANDER HOLDING CORP., 5.0 acres – vacant land ; Parcel No. 138-06-801-006 & 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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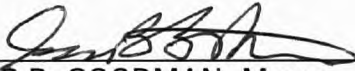
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

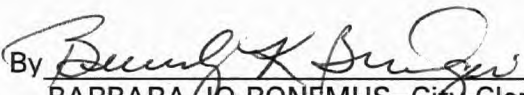
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
RICHARD MENDES, General Manager

CITY OF LAS VEGAS

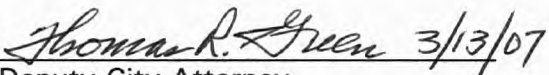
By 
OSCAR B. GOODMAN, Mayor

ATTEST:

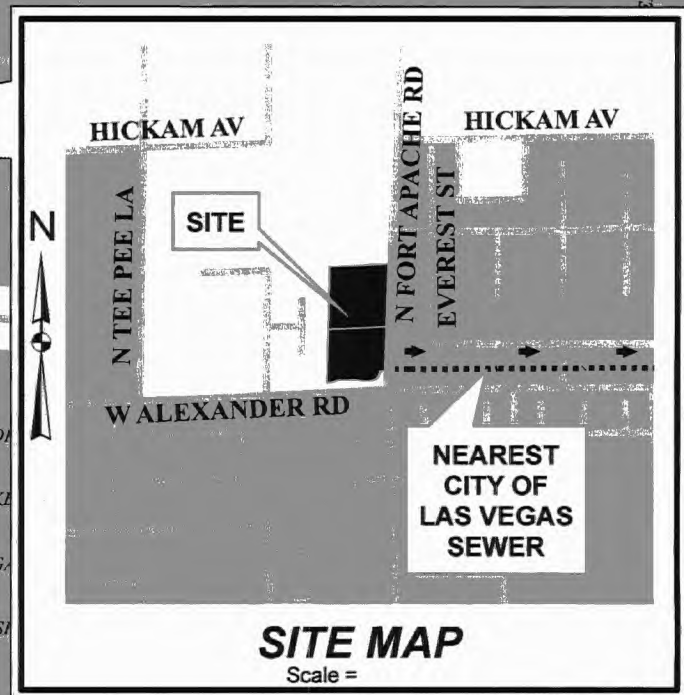
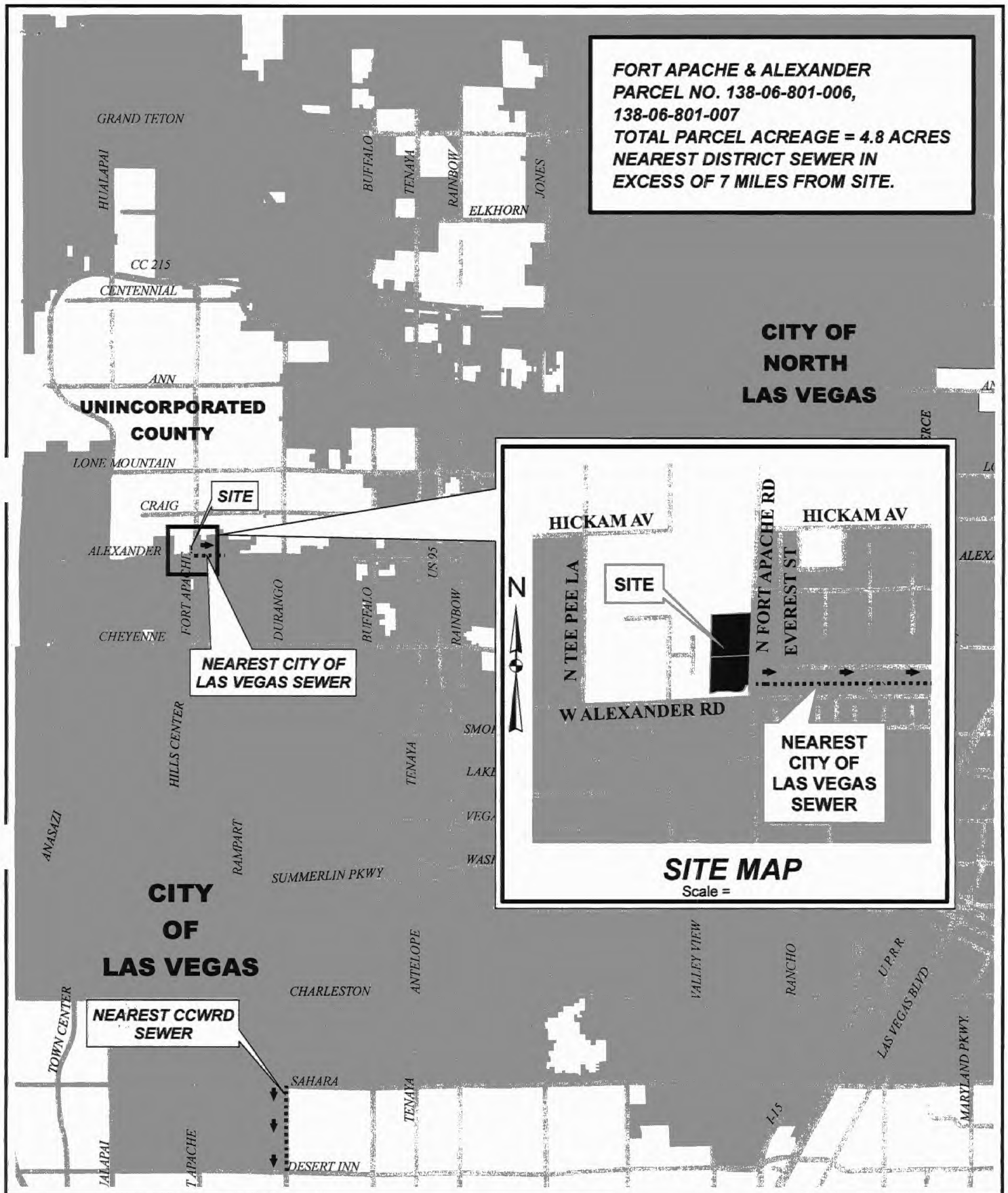
By 
BARBARA JO RONEMUS, City Clerk

Beverly K. Bridges, CMC
Acting City Clerk

APPROVED AS TO FORM:

By  3/13/07
Deputy City Attorney
Thomas R. Green

**FORT APACHE & ALEXANDER
PARCEL NO. 138-06-801-006,
138-06-801-007
TOTAL PARCEL ACREAGE = 4.8 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 7 MILES FROM SITE.**



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Performance Engineering on behalf of Beazer Homes Holdings Corporation, owner (northeast corner of Centennial Parkway and Tee Pee Lane, APNs 125-19-802-008 and -011) - 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 26 single family dwellings located at the northeast corner of Centennial Parkway and Tee Pee Lane. The owner proposes to connect to the 10-inch sewer line located in Centennial 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 Contract 482

Motion made by GARY REESE to Approve Items 12-57

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

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

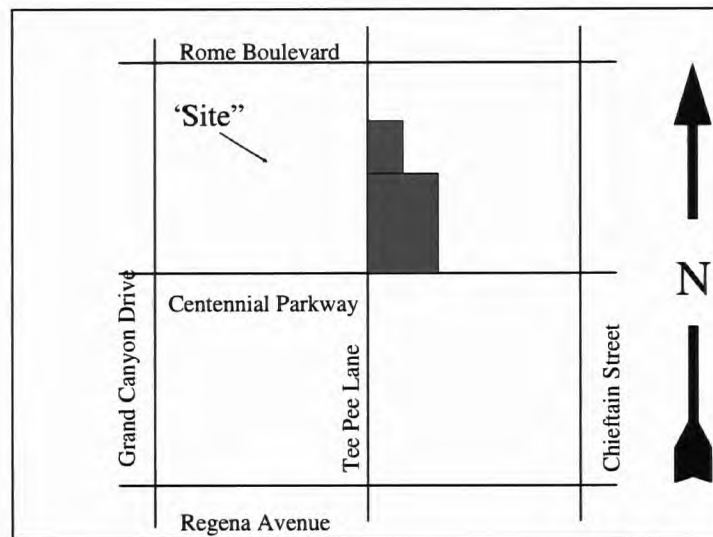
AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – PERFORMANCE ENGINEERING ON
BEHALF OF BEAZER HOMES HOLDINGS CORPORATION, OWNER
(NORTHEAST CORNER OF CENTENNIAL PARKWAY AND TEE PEE
LANE, APNS 125-19-802-008 AND -011)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 8th day of February, 2007, 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 BEAZER HOMES HOLDINGS CORP., 6.01 acres – vacant land; Parcel Nos. 125-19-802-008 & 125-19-802-011 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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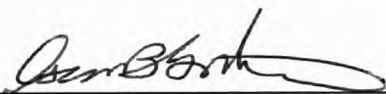
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By 
RICHARD MENDES, General Manager

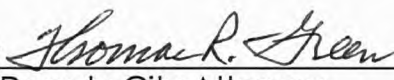
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

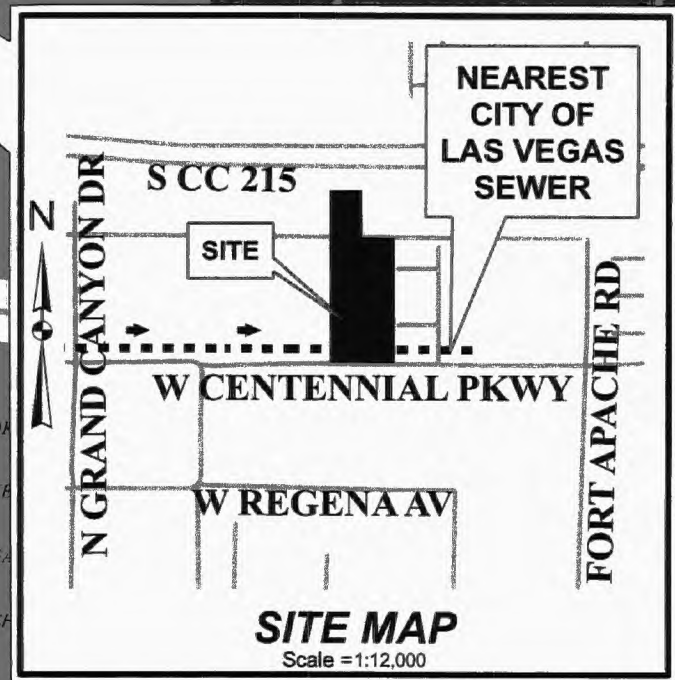
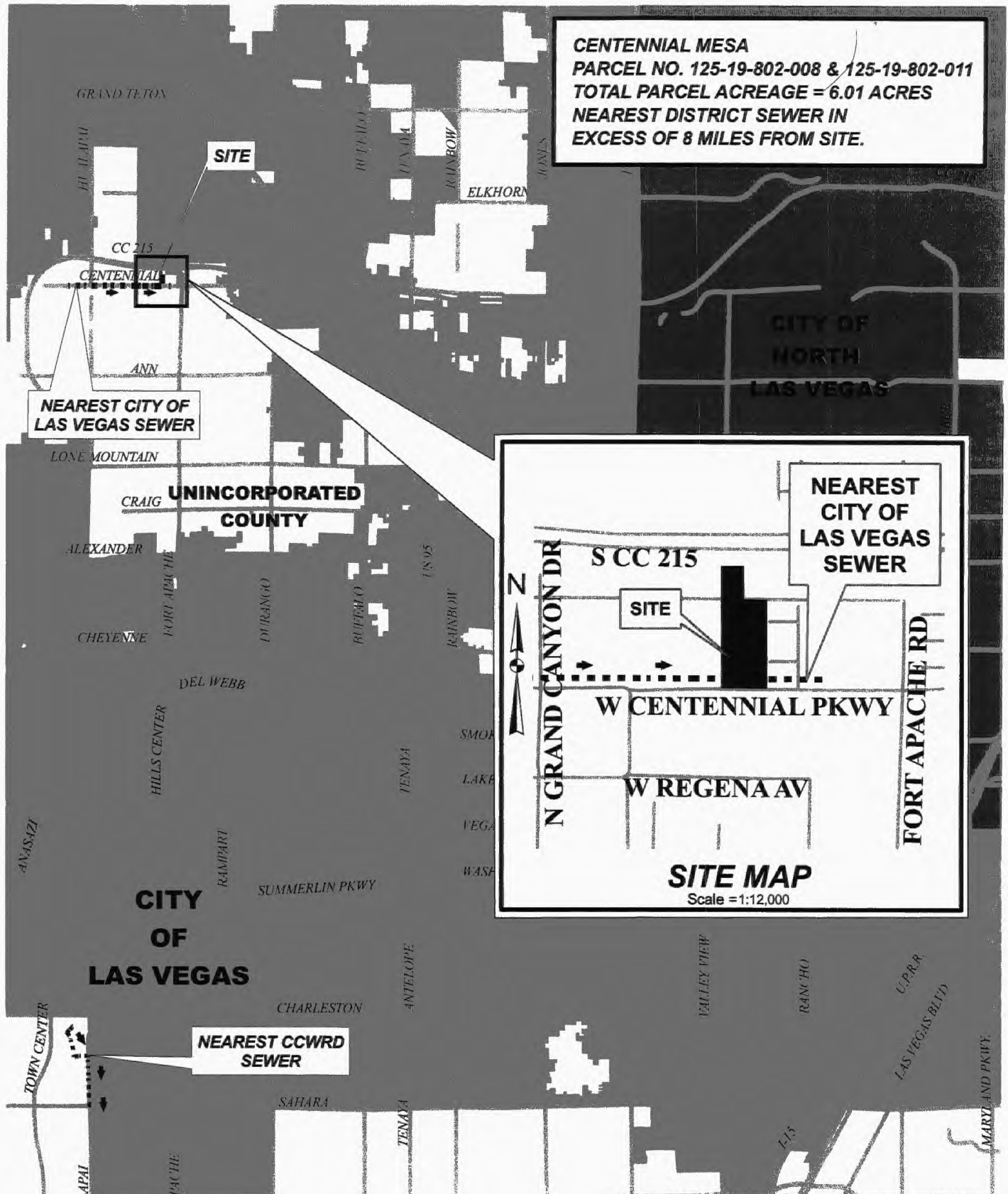
ATTEST:

By 
BARBARA J. CRONEMUS, City Clerk
Deborah R. Bridges, CMC
Acting City Clerk

APPROVED AS TO FORM:

By  3/13/07
Deputy City Attorney
Thomas R. Green

CENTENNIAL MESA
PARCEL NO. 125-19-802-008 & 125-19-802-011
TOTAL PARCEL ACREAGE = 6.01 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 8 MILES FROM SITE.



Scale = 1:96,000



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

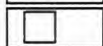
SUBJECT:

Approval of a Grant of Easement from the City of Las Vegas, a Municipal Corporation to Nevada Power Company for a portion of the Northwest Quarter and the Northeast Quarter of Section 31 and the Northwest Quarter of Section 32, Township 20 South, Range 62 East, Mount Diablo Meridian, lying within the Cedar Avenue Trail alignment to service the Cedar Avenue Trail, APNs 140-32-103-003, 140-31-196-003, -196-004; 140-31-199-026; 140-31-599-018, -599-019; 140-31-501-021; 140-32-103-002 and 140-32-196-001, -196-002, -196-003) - Ward 3 (Reese)

Fiscal Impact



No Impact



Budget Funds Available



Augmentation Required

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12-57

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 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 Southeast Quarter of Section 4, Township 21 South, Range 61 East, Mount Diablo Meridian, for street Right-of-Way for continuation of an alley to complete access to Baltimore Avenue on both sides of the parcel, APN 162-04-813-109 - Ward 3 (Reese)

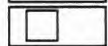
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12-57

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Interlocal Contract LAS16G07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCF) for construction management and construction of the Rancho Detention Basin, Phase II (\$5,206,160 - CCRFCF) - Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: PW/City Engineer

Amount: \$5,206,160

Funding Source: CCRFCF

PURPOSE/BACKGROUND:

Interlocal Contract LAS16G07 will provide funding for construction of the Rancho Detention Basin, Phase II. The proposed improvements include the completion of the embankment and spillway for the detention basin. This system will provide protection to properties east of US-95 and completes the basin expansion. The Clark County Regional Flood Control District approved this contract at its February 8, 2007 Board meeting. Total cost for the project shall not exceed \$5,206,160.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract LAS16G07

Motion made by GARY REESE to Approve Items 12-57

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

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

INTERLOCAL CONTRACT

RANCHO DETENTION BASIN PHASE II

THIS INTERLOCAL CONTRACT made and entered into as of the 8th day of February, 2007 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

WITNESSETH

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

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2002 Master Plan Update as Structure No. RCHO 0062 hereinafter referred to as PROJECT; and

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

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

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

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

SECTION I - SCOPE OF THE PROJECT

THIS INTERLOCAL CONTRACT applies to construction management and construction associated with the Rancho Detention Basin, Phase II. The proposed improvements include the completion of the embankment and spillway for the detention basin. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

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

1. Construction management at a cost not to exceed \$375,000.
2. Construction at a cost not to exceed \$4,831,616.

3. The total cost of the contract shall not exceed \$5,206,616 which includes all of the items described in the paragraphs above.
4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and specifications as the funding agency.
2. The CITY will use its best efforts to award the bid for this PROJECT by June 8, 2007. Prior to submission of the first payment request, the Entity will submit to the District a construction schedule and cash flow projection. The CITY will take all reasonable steps possible to avoid delays in the construction of District funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the District. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.
3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.
4. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.
5. The CITY will require appropriate financial security for the construction of the PROJECT.
6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services

development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual and the Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.
8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.
9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.
10. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)
 - f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.
11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three-year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media or an electronic format.
12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.

13. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.
14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to February 8, 2009. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

February 8, 2007
ATTEST:

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

Jean Bee for
CAROLYN FRAZIER, Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

3/7/07
ATTEST:

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

Beverly K. Bridges
BARBARA J. RONEMUS, City Clerk
By: **Beverly K. Bridges, CMC**
Acting City Clerk

APPROVED AS TO FORM
Thomas R. Green 2/27/07
Thomas R. Green Date
Deputy City Attorney

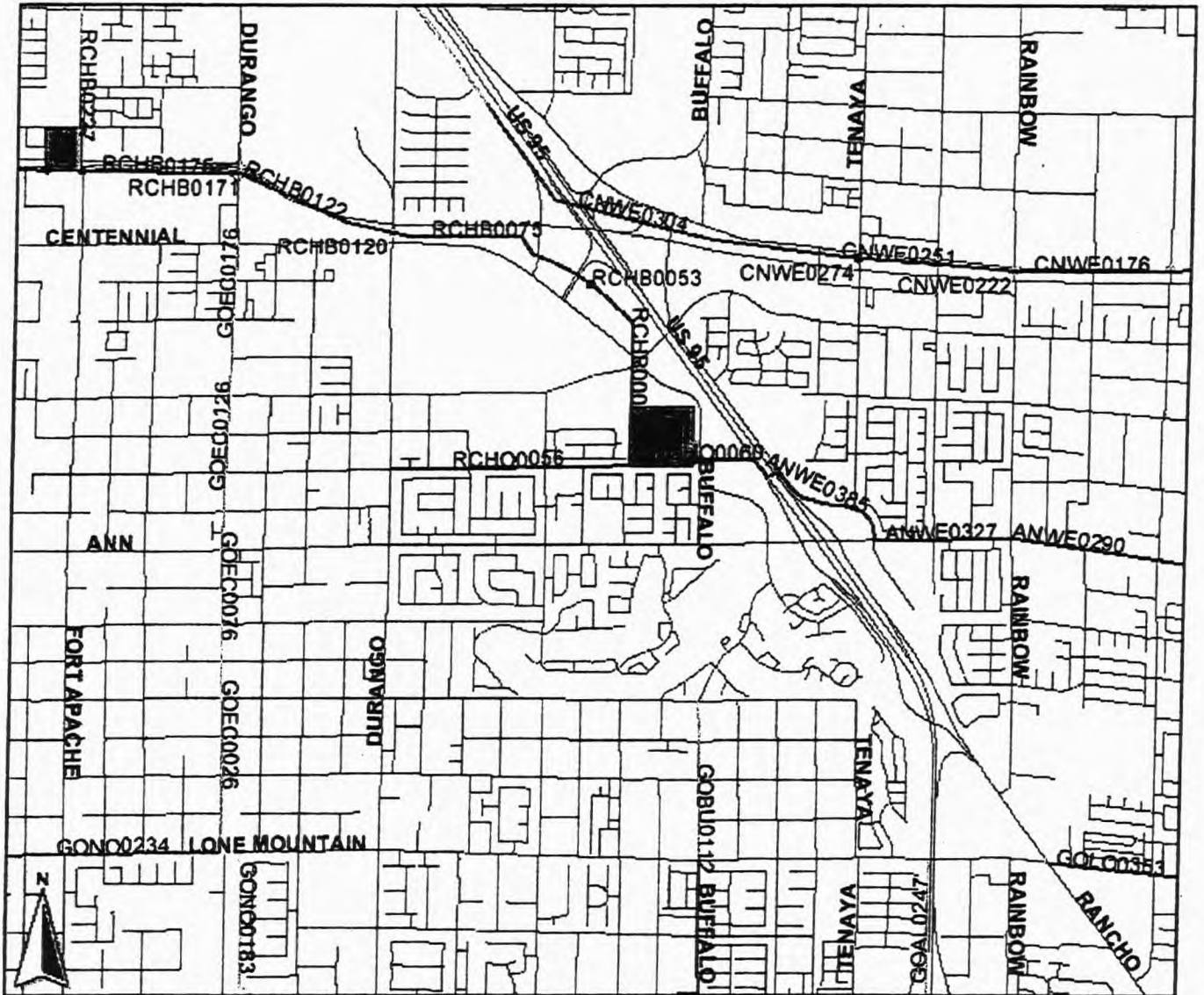


Exhibit A
Rancho Detention Basin Phase II
RCHO 0062

LAS16G07

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of Second Supplemental Interlocal Contract LAS05F03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase engineering design funding for the Alta Parallel System (\$1,700,000 - CCRFCDD) - Ward 1 (Tarkanian)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: PW/City Engineer

Amount: \$1,700,000

Funding Source: CCRFCDD

PURPOSE/BACKGROUND:

Second Supplemental Interlocal Contract LAS05F03 will increase engineering design funding for the Alta Parallel System. The increased cost is due to the need to hire an additional design consultant. The Clark County Regional Flood Control District approved this contract at its February 8, 2007 Board meeting. Total cost for the project shall not exceed \$2,620,820.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Second Supplemental Interlocal Contract LAS05F03

Motion made by GARY REESE to Approve Items 12-57

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

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

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

ALTA PARALLEL SYSTEM

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 8th day of February, 2007 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

WITNESSETH

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

WHEREAS, the flood control improvements proposed herein are generally identified in the 2002 Master Plan, Structures No. MEAP 0000 thru MEAP 0172 hereinafter referred to as "PROJECT"; and

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

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

WHEREAS, an Interlocal Contract for the design of Alta Parallel System was entered into between the DISTRICT and the CITY on August 14, 2003 and a First Supplemental Interlocal Contract on August 10, 2006; and

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

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

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

SECTION II - PROJECT COSTS

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

1. The engineering and design shall not exceed \$2,620,820.
2. The total cost of the contract shall not exceed \$2,620,820 which includes all of the items described in paragraph one above.

3. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
4. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL paragraphs 10 and 15 shall be revised to read as follows:

10. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)
 - f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.
15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to February 8, 2009. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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All other sections of the Interlocal Contract dated August 14, 2003 and the Supplemental Interlocal Contract dated August 10, 2006 shall remain unchanged.

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

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

February 8, 2007
ATTEST:

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

Jean Beebe for
CAROLYN FRAZIER, Secretary

Approved as to Form:

BY: Chris Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

3/7/07
ATTEST:

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

Beverly K. Bridges
~~BARBARA JO RONEMUS, City Clerk~~

By: **Beverly K. Bridges, CMC**
Acting City Clerk

APPROVED AS TO FORM

Thomas R. Green 2/27/07
Thomas R. Green Date
Deputy City Attorney

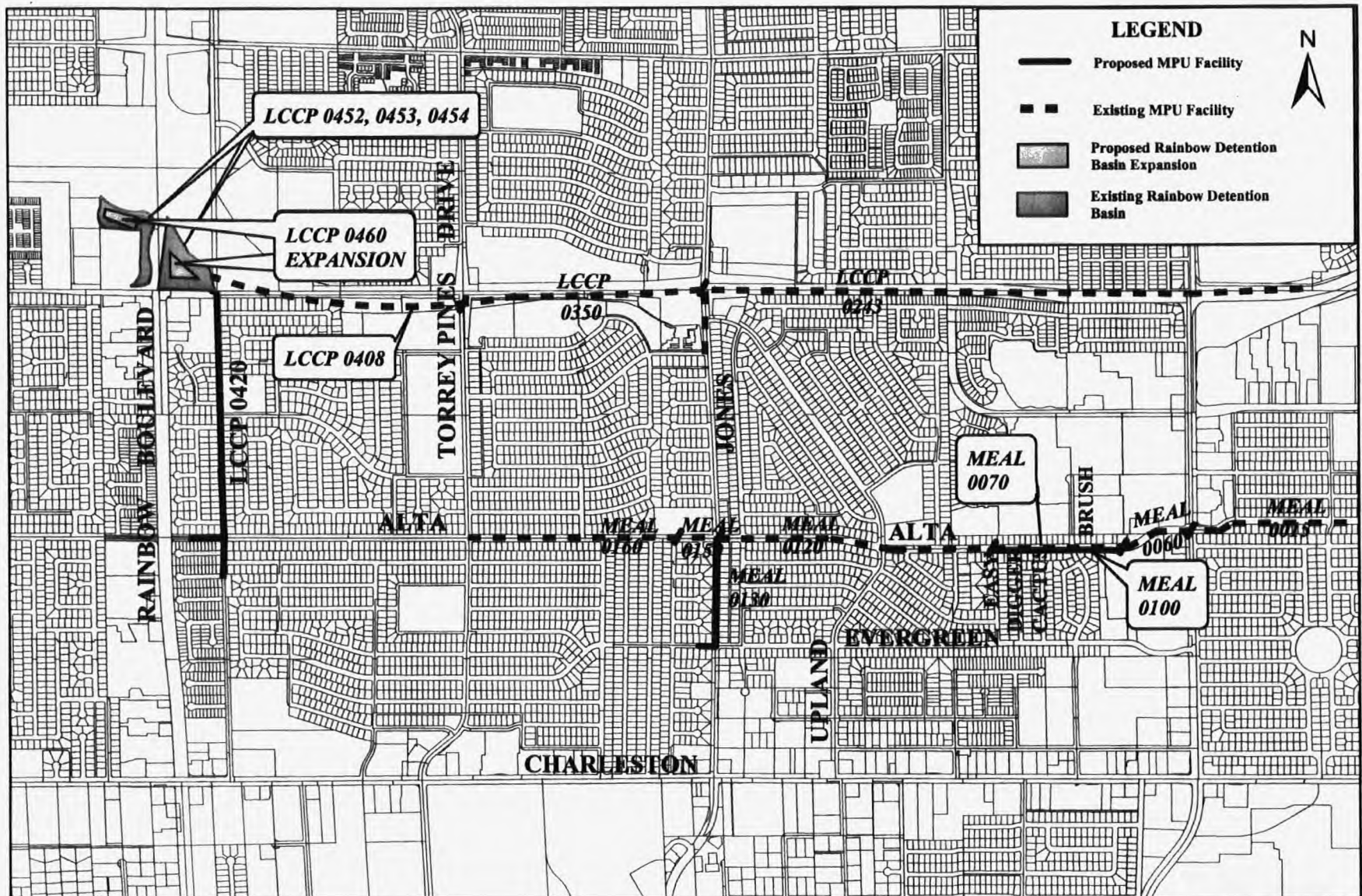


Exhibit A: Alta Parallel
LAS05F03

F:\Depot\Engineering Planning\Division\Integrated Plan\Exhibit A Alta Parallel

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of First Supplemental Interlocal Contract LAS19C05 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to extend the date of completion and increase engineering design funding for the Owens Avenue System (Vegas Storm Drain) Michael Way to Rancho Drive (\$150,000 - CCRFCDD) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: PW/City Engineer

Amount: \$150,000

Funding Source: CCRFCDD

PURPOSE/BACKGROUND:

First Supplemental Interlocal Contract LAS19C05 will extend the date of completion and increase engineering design funding for the Owens Avenue System (Vegas Storm Drain) Michael Way to Rancho Drive. The increase is due to the increased cost of consultant and in-house design costs. The Clark County Regional Flood Control District approved this contract at its February 8, 2007 Board meeting. Total cost for the project shall not exceed \$1,416,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract LAS19C05

Motion made by GARY REESE to Approve Items 12-57

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

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

**FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
OWENS AVENUE SYSTEM
(VEGAS DRIVE STORM DRAIN)
MICHAEL WAY TO RANCHO DRIVE**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 8th day of February, 2007 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

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

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2002 Master Plan Update as LVOW 0241 hereinafter referred to as PROJECT; and

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

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

WHEREAS, an Interlocal Contract dated August 11, 2005 for the engineering design for Owens Avenue System (Vegas Drive Storm Drain) Michael Way to Rancho Drive was entered into between the DISTRICT and the CITY; and

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

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

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

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

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

1. Engineering Design at a cost not to exceed \$1,416,000.

2. The total cost of the contract shall not exceed \$1,416,000 which includes all of the items described in the paragraph above.
3. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
4. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL paragraphs 9 and 14 will be revised to read as follows:

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)
 - f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.
14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to July 1, 2009. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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The remainder of the interlocal contract dated August 11, 2005 shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

February 8, 2007
ATTEST:

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

Jean Beebe for
CAROLYN FRAZIER, Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

3/7/07
ATTEST:

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

Beverly K. Bridges
~~BARBARA JO RONEMUS, City Clerk~~
By: **Beverly K. Bridges, CMC**
Acting City Clerk

APPROVED AS TO FORM
Thomas R. Green 2/27/07
Thomas R. Green Date
Deputy City Attorney

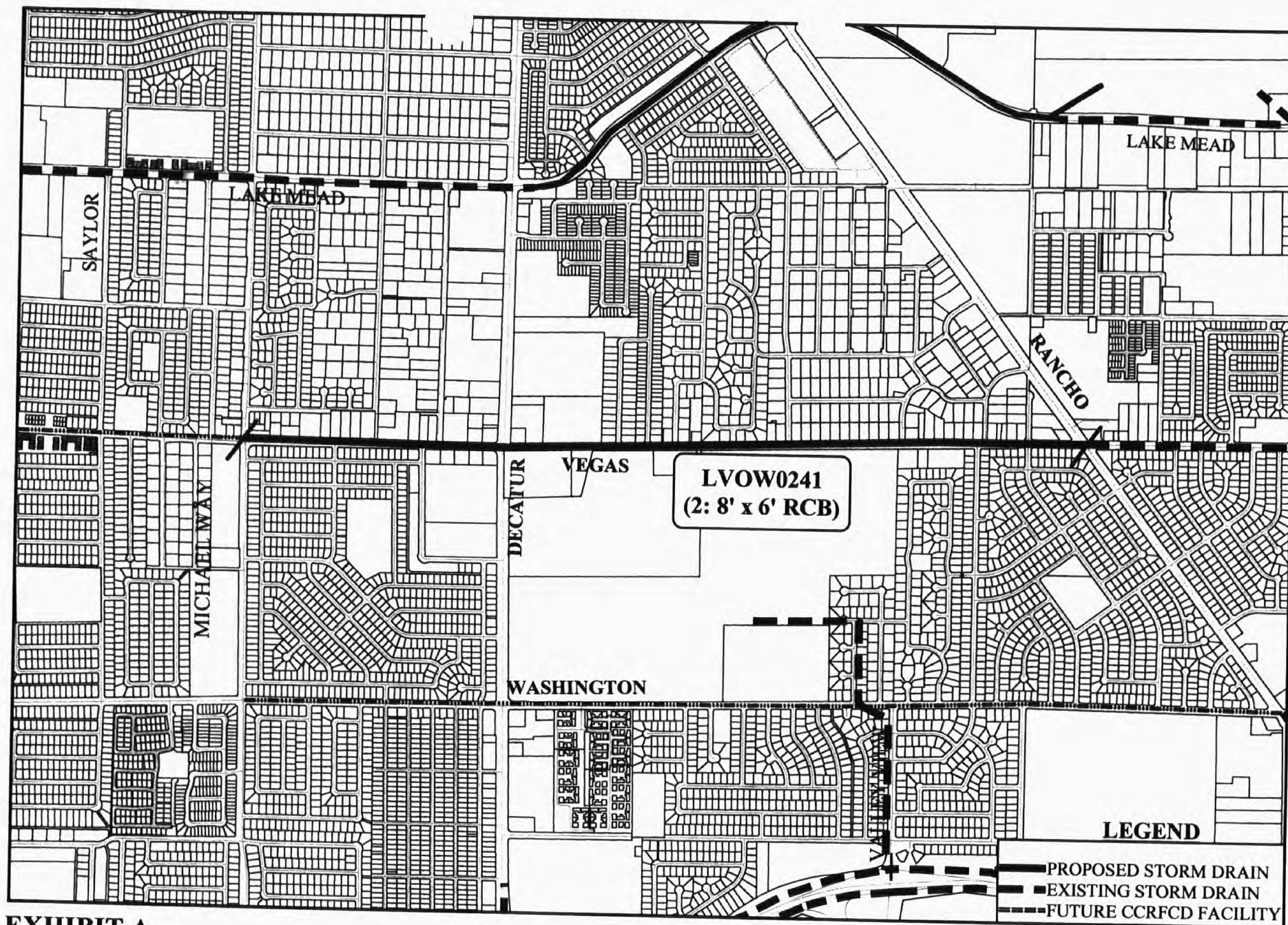


EXHIBIT A
OWENS AVENUE SYSTEM (VEGAS DRIVE STORM DRAIN) MICHAEL WAY TO RANCHO DRIVE
LAS19C05



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of the First Supplemental Interlocal Contract for the Annual Maintenance Work Program between the City of Las Vegas and the Clark County Regional Flood Control District to add the Washington Avenue Channel and the location of facilities to be maintained for Fiscal Year 2006/2007 - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

First Supplemental Interlocal Contract to Fiscal Year 2006/07 Annual Maintenance Work Program will add the Washington Avenue Channel to the work to be performed and the location of facilities to be maintained. The Clark County Regional Flood Control District approved this contract at its February 8, 2007 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract Annual Maintenance Work Program

Motion made by GARY REESE to Approve Items 12-57

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

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

**FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
ANNUAL MAINTENANCE WORK PROGRAM**

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 8th day of February, 2007 by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH:

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve and fund projects to maintain flood control improvements; and

WHEREAS, the CITY desires to maintain flood control improvements within the CITY in accordance with the maintenance program set forth herein, and hereinafter referred to as "Project"; and

WHEREAS, the facilities upon which maintenance will be done are facilities described in the DISTRICT'S Master Plan; and

WHEREAS, an Interlocal Contract was entered into between the CITY and the DISTRICT on June 8, 2006; and

WHEREAS, the CITY wishes to add Washington Avenue Channel Parallel (WAPR 0000-0100) to LV56.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the DISTRICT authorizes the Project as it is mutually understood and agreed as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to the maintenance of flood control facilities, which are identified in the District's Master Plan facilities including updates and amendments subsequently approved. The basic maintenance to the facilities will be in accordance with performance standards set forth in the current DISTRICT *Operations and Maintenance Manual*.

The Project is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

All other sections of the original interlocal contract dated June 8, 2006 shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this first supplemental interlocal contract to be executed the day and year first above written.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

February 8, 2007

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

ATTEST:

Jean Bee
Carolyn Frazier, Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
Christopher Figgins
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

3/7/07

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

ATTEST:

Beverly K. Bridges
~~Barbara Jo Bonemus, City Clerk~~
By: Beverly K. Bridges, CMC
Acting City Clerk

APPROVED AS TO FORM

Thomas R. Green 2/27/07
Thomas R. Green Date
Deputy City Attorney

**CITY OF LAS VEGAS
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT
2006/2007 MAINTENANCE WORK PLAN**

<u>FACILITY NAME</u>	<u>COST</u>
1 - (LV51) CEDAR AVENUE CHANNEL/ NELLIS SYSTEM Cedar Ave. Channel (CACH 0000 to 0147), Bonanza Drain (CABZ 0000 to 0080) Pecos Drain (CACN 0000 to 0026).	\$ 300,000.00
2 - (LV52) GOWAN/ANGEL PARK/LONE MOUNTAIN SYSTEM Gowan Detention Basins (GONO 0000 - 0183), Gowan South Facilities (GOSO 0000 - 0462), Gowan Outfall (GOOF 0427 - 0775, GOCR 0180 - 0201) Gowan North Channel Buffalo Branch (GOBU 0000 - 0109), AP Det. Basin (APNO 0000 - 0015), Durango Drain (APDG 0000-0060), AP Outfall (APOF 0000 - 0124), AP Peccolle 1 (APP1 0000), Angel Park - South Branch (APSO 0000, APSO 0020, APSO 0204, APSO 0254, APSO 0255, APSO 0345) Angel Park - Middle Branch (APMD 0027, 0132, 0147 - 0200) Cheyenne Channel (GO02 0000 - 0257), Lone Mtn. Det. Basin (GOLM 0145 - 0149) Angel Park - Summerlin Parkway (APSP 0000 - 0183), Angel Park Beltway Branch (APBE 0000 - 0094) Beltway Channel/Village 26 Det Basin (GOL3 0000 - 0128), Gilmore Channel (GOLM 0155 - 0246) Gowan-Tenaya Branch (GOTE 0000), Gowan Branch 2 (GOL2 0000 - 0014)	\$ 269,383.81
3 - (LV53) LAKE MEAD/SMOKE RANCH/WASHINGTON SYSTEM Lake Mead Drain (LVLM 0336 - 0525), Smoke Ranch Drain (LVSR 0359 - 0500) Freeway Channel (LV15 0284 - 0337), Vegas/Owens System (LVOW 0000 - 0146) Rancho Storm Drain (LVRA 0000), Peak Drive System (LVPK 0000 - 0019 & LVPK 0106)	\$ 20,000.00
4 - (LV54) LAS VEGAS WASH SYSTEM Las Vegas Wash (LVMD 1069-1354) from Owens Avenue to Charleston Boulevard	\$ 745,616.19
5 - (LV55) MEADOWS/OAKEY SYSTEM Meadows Det. Basin & Channel (LCME 0000 - 0084), Alta Drain (MEAL 0000 - 0160) Oakey System (MECH 0000 - 0420)	\$ 15,000.00
6 - (LV56) WASHINGTON AVENUE/LAS VEGAS CREEK Washington Ave. Channel (LVWH 0086 - 0448), LV Cr. Lateral (LCLT 0000 - 0034) LV Creek System (LCCH 0001 - 0582), Freeway Channel (FW15 0000 - 0175) Freeway Channel Bypass Facility (FWUP 0000 - 0059), Oakey Drain (FWOK 0000) Freeway Channel Waldman Lateral (FWWL 0000), West Charleston Drain (FWCH 0000 - 0020) Shadow Lane Drain (FWSH 0000), Las Vegas Creek Drain (LCDE 0000) Washington Ave. Channel Parallel (WAPR 0000 - 0100)	\$ 300,000.00
7 - (LV57) US 95/OUTERBELTWAY/ANN ROAD SYSTEM Rancho Detention Basin (RCHO 0028 - 0061), Rancho Rd Beltway Channel (RCBC 0000 - 0153) Rancho Road System - Beltway (RCHB 0034 - 0053), Centennial Pkwy Channel West (CNWE 0000 - 0304), Ann Road Channel West (ANWE 0127 - 0385)	\$ 50,000.00
TOTAL PROJECTED O&M COSTS =	\$ 1,700,000.00

**REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2006-07**

MWP Facility #: LV51
 Facility Name: Cedar Avenue Channel/Nellis System
 MP Facility ID: CACH 0000 - 0147,
CABZ 0000 - 0080, CACN 0000 - 0026

Entity: City of Las Vegas
 Date Prepared: 1/17/2007
 Quarter: _____

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	21 Provide/Maintain Dust Control					
	25 Clean & Inspect Detention Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
FA	50 Maintain Access Road	\$270,000.00				Jun-07
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
FA	65 Clean Storm Sewer Lines	\$20,000.00				Jun-07
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
	80 Miscellaneous Work Activities					
FA	85 Engineering	\$10,000.00		\$550.17	5.5%	Jun-07
	TOTALS	\$300,000.00	\$0.00	\$550.17	0.2%	

Delays or Problem Areas:

Work completed during current quarter:

Routine maintenance work activities.

Work to be completed during next quarter:

Complete the construction of remaining access ramps along the Cedar Avenue Channel System (CACH 0000 - 0147) for maintenance between Pecos Avenue and the Las Vegas Wash. Inspect and clean storm drain facilities (CABZ 0000 - 0080 and CACN 0000 - 0026).

Consultant/Contractor: N/A
 Project
 Manager: Robert Welch, P.E./Valerie Flock, P.E. Phone Number: 229-6541

**REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2006-07**

MWP Facility #: LV52
 Facility Name: Gowan/Angel Pk/Lone Mtn System
 MP Facility ID: GONO 0000 - 0183, GOSO 0000 - 0462,
GOOF 0427 - 0775, GOCR 0180 - 0201,
GOL3 0000 - 0128, GOLM 0155 - 0246, GOBU 0000 - 0109,
APDG 0000 - 0060, APOF 0000 - 0124, APPI 0000, GOTE 0000,
GO02 0000 - 0257, GOLM 0145 - 0149, APNO 0000 - 0015,
APSP 0000 - 0183, APBE 0000 - 0094, APSO 0000, APSO 0020,
APSO 0204, APSO 0254, APSO 0255, APSO 0345, APMD 0027,
APMD 0132, APMD 0147 - 0200, GOL2 0000 - 0014

Entity: City of Las Vegas
 Date Prepared: 1/17/2007
 Quarter: _____

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
	5 Inspect Channels					
	21 Provide/Maintain Dust Control					
	10 Clean & Inspect Detention Debris Basins					
FA	15 Repair Lined Channel		\$150,404.09	\$150,404.09	100.0%	Jun-07
	20 Provide/Maintain Erosion Control					
FA	25 Clean & Inspect Detention Debris Basins		\$22,680.47	\$22,680.47	100.0%	Jun-07
FA	30 Erosion Repair		\$16,299.25	\$16,299.25	100.0%	Jun-07
	35 Fence Repair					
	40 Vegetation Control - Chemical					
FA	45 Vegetation Control - Mechanical	\$10,000.00	\$10,000.00			Jun-07
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
FA	65 Clean Storm Sewer Lines	\$20,000.00	\$20,000.00			Jun-07
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
FA	80 Miscellaneous Work Activities	\$80,000.00	\$40,000.00			Jun-07
FA	85 Engineering	\$10,000.00	\$10,000.00	\$3,576.88	35.8%	Jun-07
	TOTALS	\$120,000.00	\$269,383.81	\$192,960.69	71.6%	

Delays or Problem Areas:

Work completed during current quarter:

Repair to damaged storm drain facility at the Gowan South Detention Basin (GOSO 0051 & GOO2 0010). Repair portion of Cheyenne Channel (GOO2 0257-0112). Remove debris, mesquite trees and growth from Angel Park Detention Basin (APNO 0000). Repair erosion at GOBW 0052. Routine maintenance work activities.

Work to be completed during next quarter:

Install CCRFCD depth/rain gages at the outlet of the Gowan South Detention Basin (GOSO 0051). Graffiti and trash removal within the Gilmore Channel (GOLM 0150 - 0240). Inspect and clean storm drain facilities within the MWP Facility #LV52.

Consultant/Contractor: N/A
 Project
 Manager: Robert Welch, P.E./Valerie Flock, P.E. Phone Number: 229-6541

**REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2006-07**

MWP Facility #: LV53
 Facility Name: Lake Mead/Smoke Ranch/Washington System
 MP Facility ID: LVLM 0336 - 0525, LVSR 0359 - 0500,
LV15 0284 - 0337, LVOW 0000 - 0146,
LVRA 0000, LVPK 0000 - 0019 & 0106

Entity: City of Las Vegas
 Date Prepared: 1/17/2007
 Quarter: _____

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	21 Provide/Maintain Dust Control					
	25 Clean & Inspect Detention Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
FA	65 Clean Storm Sewer Lines	\$20,000.00	\$18,000.00			Jun-07
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
	80 Miscellaneous Work Activities					
FA	85 Engineering		\$2,000.00	\$407.05	20.4%	Jun-07
	TOTALS	\$20,000.00	\$20,000.00	\$407.05	2.0%	

Delays or Problem Areas:

Work completed during current quarter:

Routine maintenance work activities.

Work to be completed during next quarter:

Routine maintenance work activities.

Consultant/Contractor: N/A
 Project
 Manager: Robert Welch, P.E./Valerie Flock, P.E. Phone Number: 229-6541

**REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2006-07**

MWP Facility #: LV54
Facility Name: Las Vegas Wash System
MP Facility ID: LVMD 1069 - 1354

Entity: City of Las Vegas
Date Prepared: 1/17/2007
Quarter: _____

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
	5 Inspect Channels					
FA	10 Clean and Reshape Channels	\$390,000.00	\$315,308.09			Jun-07
	15 Repair Lined Channel					
FA	20 Provide/Maintain Erosion Control	\$395,000.00	\$320,308.10			Jun-07
	25 Clean & Inspect Detention Debris Basins					
	21 Provide/Maintain Dust Control					
	30 Clean & Inspect Detention Debris Basins					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
FA	45 Vegetation Control - Mechanical	\$80,000.00	\$80,000.00	\$12,600.00	15.8%	Jun-07
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
	80 Miscellaneous Work Activities					
FA	85 Engineering	\$30,000.00	\$30,000.00	\$2,340.91	7.8%	Jun-07
TOTALS		\$895,000.00	\$745,616.19	\$14,940.91	2.0%	

Delays or Problem Areas:

Work completed during current quarter:

Cut vegetation within the Wash (LVMD 1069-1354). Routine maintenance work activities.

Work to be completed during next quarter:

Reshape the Las Vegas Wash between Washington Avenue and Charleston Boulevard (LVMD 1070 – 1178) to establish a baseline for sediment removal. CLV contractor will remove sediment within the Wash in accordance with the 30% design by GC Wallace. Construct reinforced concrete pad at the Sandhill outfall and the Wash (LVMD 1272). Cut vegetation within the Wash twice a year (LVMD 1069-1354).

Consultant/Contractor: N/A
Project
Manager: Robert Welch, P.E./Valerie Flock, P.E. Phone Number: 229-6541

**REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2006-07**

MWP Facility #: LV55
 Facility Name: Meadows/Oakey System
 MP Facility ID: LCME 0000 - 0084, MECH 0000 - 0420,
MEAL 0000 - 0160

Entity: City of Las Vegas
 Date Prepared: 1/17/2007
 Quarter: _____

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	25 Clean & Inspect Detention Debris Basins					
	21 Provide/Maintain Dust Control					
	30 Clean & Inspect Detention Debris Basins					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
FA	65 Clean Storm Sewer Lines	\$15,000.00	\$13,000.00			Jun-07
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
	80 Miscellaneous Work Activities					
FA	85 Engineering		\$2,000.00	\$237.41	11.9%	Jun-07
	TOTALS	\$15,000.00	\$15,000.00	\$237.41	1.6%	

Delays or Problem Areas:

Work completed during current quarter:

Routine maintenance work activities.

Work to be completed during next quarter:

Routine maintenance work activities.

Consultant/Contractor: N/A
 Project
 Manager: Robert Welch, P.E./Valerie Flock, P.E. Phone Number: 229-6541

**REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2006-07**

MWP Facility #: LV56
 Facility Name: Washington Ave/Las Vegas Creek
 MP Facility ID: LCCH 0001 - 0582, LCLT 0000 - 0034, WAPR 0000 - 0100
FWUP 0000 - 0059, LVWH 0086 - 0448,
FW15 0000 - 0175, FWOK 0000, FWWL 0000,
FWCH 0000 - 0020, FWSH 0000, LCDE 0000

Entity: City of Las Vegas
 Date Prepared: 1/17/2007
 Quarter: _____

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
FA	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel	\$160,000.00				Jun-07
	21 Provide/Maintain Dust Control					
	20 Clean & Inspect Detention Debris Basins					
	25 Clean & Inspect Detention Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
FA	70 Storm Sewer Repair	\$130,000.00				Jun-07
	75 Clean/Flush Culverts & Bridges					
FA	80 Miscellaneous Work Activities					
	85 Engineering	\$10,000.00				Jun-07
TOTALS		\$300,000.00	\$0.00	\$0.00	0.0%	

Delays or Problem Areas:

Work completed during current quarter:

Work to be completed during next quarter:

Repair damaged concrete within the Langtry Channel (LCLT 0006) from Washington to Bonanza. Repair cracking that has occurred to the 12'X8' RCB under the Main Street Station (LVWH 0390). Repair joints in Washington Ave. Channel Parallel (WAPR 0000-0100).

Consultant/Contractor: N/A
 Project
 Manager: Robert Welch, P.E./Valerie Flock, P.E. Phone Number: 229-6541

**REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2006-07**

MWP Facility #: LV57
 Facility Name: US95/OuterBeltway/Ann Road System
 MP Facility ID: RCHO 0028 - 0061, ANWE 0127 - 0385,
CNWE 0000 - 0304, RCHB 0034 - 0053,
RCBC 0000 - 0153

Entity: City of Las Vegas
 Date Prepared: 1/17/2007
 Quarter: _____

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date
	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	21 Provide/Maintain Dust Control					
	25 Clean & Inspect Detention Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
FA	70 Storm Sewer Repair	\$30,000.00	\$30,000.00			Jun-07
	75 Clean/Flush Culverts & Bridges					
FA	80 Miscellaneous Work Activities	\$20,000.00	\$18,000.00			Jun-07
FA	85 Engineering		\$2,000.00	\$276.79	13.8%	Jun-07
TOTALS		\$50,000.00	\$50,000.00	\$276.79	0.6%	

Delays or Problem Areas:

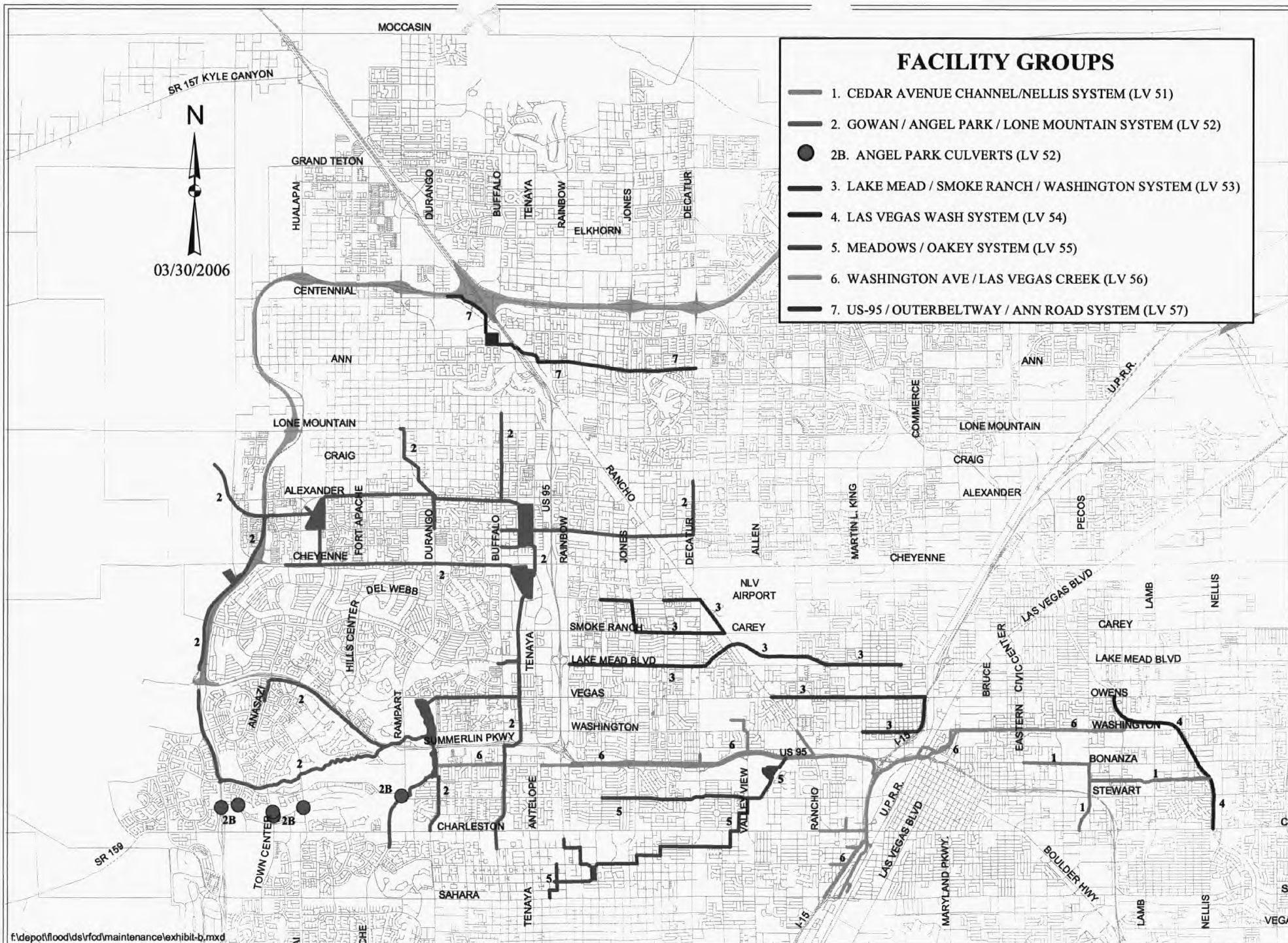
Work completed during current quarter:

Routine maintenance work activities.

Work to be completed during next quarter:

Retrofit existing Centennial Centre channel with ladders and signage (RCHB 0034).

Consultant/Contractor: N/A
 Project
 Manager: Robert Welch, P.E./Valerie Flock, P.E. Phone Number: 229-6541



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of Interlocal Contract 548 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for engineering design and right-of-way for the City of Las Vegas' Fiscal Year 2007 Bus Turnout Project (\$250,000 - RTC) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☒

Budget Funds Available

☐

Augmentation Required

Dept./Division: PW/City Engineer

Amount: \$250,000

Funding Source: RTC

PURPOSE/BACKGROUND:

Interlocal Contract 548 will provide funding for engineering design and right-of-way for the City of Las Vegas' Bus Turnout Project Fiscal Year 2007. The project will provide bus turnouts along Lamb Boulevard and at the Pecos Road and Bonanza Road intersection. The Regional Transportation Commission approved this contract at its February 8, 2007 Board meeting. Total cost of the project shall not exceed \$1,250,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract 548

Motion made by GARY REESE to Approve Items 12-57

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

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

INTERLOCAL CONTRACT

Bus Turnout Project Fiscal Year 2007

CONTRACT # 548

THIS INTERLOCAL CONTRACT, made and entered into this 12TH day of MARCH, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as the "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised States, the Regional Transportation Commission may approve and fund projects to improve streets or highways; and

WHEREAS, the CITY desires to improve streets and highways within the City in accordance with the improvements set forth herein, and hereinafter referred to as the "PROJECT"; and

WHEREAS, the facilities upon which improvements will be done are facilities eligible for RTC funding.

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

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to improvements associated with the installation of bus turnouts along Citizen Area Transit bus routes. The basic improvements will result in the installation of bus turnouts including right-of-way acquisition, construction of bus turnout, passenger loading pad, ADA accessibility, utility relocation, retaining walls, landscaping, sign relocation, driveways relocation, storm drain drop inlets relocation and any other miscellaneous items to complete the project. The improvements will be designed and constructed in accordance with the appendix called "Guidelines for the Provisions of Bus Turnouts and Passenger Loading Areas for the Citizens Area Transit (CAT) Bus" in the Policies and Procedures Manual of the RTC.

The PROJECT limits will be bus stops along Lamb Boulevard and NB and SB Pecos Road at Bonanza Road

SECTION II - PROJECT COSTS

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

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$1,250,000 which includes all of the above.
2. "Authorization to Proceed" for engineering design at a cost not to exceed \$100,000 and for right-of-way drawings, descriptions and obtaining appraisals in an amount not to exceed \$150,000 at the time written Authorization to Proceed is received from the RTC.
3. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.
4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and specifications shall show the Regional Transportation Commission as funding agency.
2. The network condition assessment, analysis, preliminary engineering, and design shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the Regional Transportation Commission of Southern Nevada.
4. Upon completion of the construction of the improvements, it shall be maintained by the responsible entity having jurisdiction and no funding is provided by this agreement for maintenance.
5. The improvements must be completed to the satisfaction of the Regional Transportation Commission of Southern Nevada by February 8, 2009.
6. The City's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after completion of a project.

7. It is understood and agreed that the purpose of this Inter-local Contract is to fund the improvements as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the improvements and will hold the other parties to this contract and the Regional Transportation Commission harmless for any liability therefore except the funding provided by this contract.

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

APPROVED AS TO LEGALITY AND FORM:

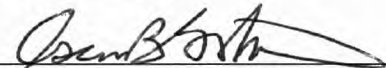

ZEV KAPLAN, GENERAL COUNSEL

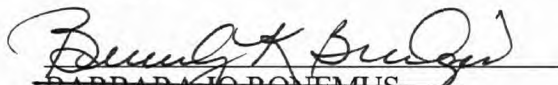
DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

3/7/07

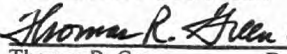
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR


BARBARA J. RONEMUS
CITY CLERK

By: **Beverly K. Bridges, CMC**
Acting City Clerk

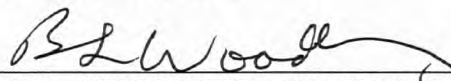
APPROVED AS TO FORM

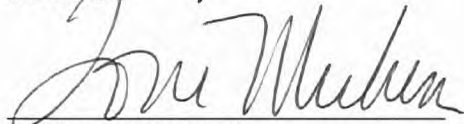
 2/27/07
Thomas R. Green Date
Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

2/8/07
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of Supplemental No. 5 to Interlocal Contract 435e between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding for right-of-way for the Martin L. King Boulevard, Palomino Lane to Carey Avenue project (\$160,000 - RTC) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: PW/City Engineer

Amount: \$160,000

Funding Source: RTC

PURPOSE/BACKGROUND:

Supplemental No. 5 to Interlocal Contract 435e will increase funding for additional right-of-way costs for Martin L. King Boulevard, Palomino Lane to Carey Avenue. The Regional Transportation Commission approved this contract at its February 8, 2007 Board meeting. Total cost of the project shall not exceed \$5,600,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental No. 5 to Interlocal Contract 435e

Motion made by GARY REESE to Approve Items 12-57

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

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

SUPPLEMENTAL INTERLOCAL NO 5 TO THE CONTRACT FOR

MARTIN L. KING, PALOMINO LANE TO CAREY AVENUE

THIS FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 12TH day of MARCH, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for the Martin L. King Boulevard, Palomino Lane (north end of the Martin L. King/Industrial Connector) to Carey Avenue, which is totally within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated March 13, 2003 and Supplemental Interlocal Contracts on June 12, 2003, August 11, 2005, March 9, 2006 and December 14, 2006 for the design, construction, and right-of-way of Martin L. King Boulevard, Palomino Lane to Carey Avenue; and

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

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

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

SECTION II - PROJECT COSTS

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

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$5,600,000 which includes all of the above items.
2. The City will be granted a revised "Authorization to Proceed" for right-of-way at a cost not to exceed \$400,000, engineering design at a cost not to exceed \$1,625,000 and construction at a cost not to exceed \$3,575,000 at the time written Authorization to Proceed is received from the RTC.
3. A written request must be made to the RTC and a supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

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

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

APPROVED AS TO LEGALITY AND FORM:

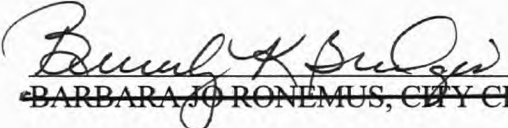

ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

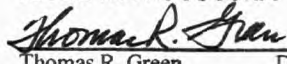
CITY OF LAS VEGAS

3/7/07
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR


~~BARBARA J. RONEMUS, CITY CLERK~~

APPROVED AS TO FORM

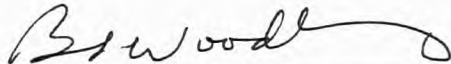
 2/27/07
Thomas R. Green Date
Deputy City Attorney

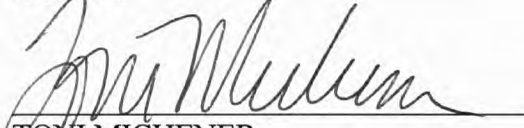
By: Beverly K. Bridges, CMC
Acting City Clerk

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA

2/8/07
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of Supplemental No. 6 to Interlocal Contract 388f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funding for the Alexander/Hualapai, Cheyenne Avenue to Cimarron Road project (-\$410,000 - Regional Transportation Commission) - Ward 4 (Brown)

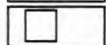
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Supplemental No. 6 to Interlocal Contract 388f will decrease funding for construction, right-of-way and acquisition in the amount of \$410,000 for the Alexander/Hualapai, Cheyenne Avenue to Cimarron Road project. The project is complete and will be closing. The Regional Transportation Commission approved this contract at its February 8, 2007 Board meeting. Total cost of the project shall not exceed \$7,441,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental No. 6 to Interlocal Contract 388f

Motion made by GARY REESE to Approve Items 12-57

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

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

**SUPPLEMENTAL NO. 6 TO THE INTERLOCAL CONTRACT FOR
ALEXANDER/HUALAPAI, CHEYENNE AVENUE TO CIMARRON ROAD**

THIS SUPPLEMENTAL TO THE INTERLOCAL CONTRACT made and entered into this 12TH day of MARCH, 2007, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the CITY and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as RTC.

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on October 11, 2001, and supplemental Interlocal Contracts on March 13, 2003, February 12, 2004, July 8, 2004, October 13, 2005 and October 12, 2006, for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Alexander/Hualapai, Cheyenne Avenue to Cimmaron Road, hereinafter referred to as Project, being located totally within the CITY; and

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

WHEREAS, the CITY desires to decrease funds and receive a revised authorization to proceed for the Project.

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

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

1. The total cost for preliminary engineering, design, contract administration, surveying, inspection, testing, right-of-way engineering, appraisals, right-of-way negotiations and acquisition, utility relocation, and construction shall not exceed \$7,441,000. However, the cost for preliminary engineering, design, contract administration, surveying, inspection, and testing shall not exceed 20 percent of the construction cost.
2. Cost to construct curbs, gutters, sidewalks, pavement, and streetlights adjacent to non-assessable and government owned parcels upon approval of the RTC.
3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

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

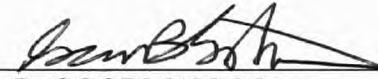
APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN, GENERAL COUNSEL

Date of Council Action:

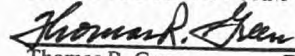
CITY OF LAS VEGAS

3/7/07
Attest:

By: 
OSCAR B. GOODMAN, Mayor


~~BARBARA JO RONEMUS, City Clerk~~
By: Beverly K. Bridges, CMC
Acting City Clerk

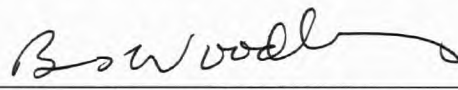
APPROVED AS TO FORM

 2/27/07
Thomas R. Green Date
Deputy City Attorney

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

2/8/07
Attest:

By: 
BRUCE L. WOODBURY, Chairman


TONI MICHENER, Executive Assistant

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of Supplemental No. 3 to Interlocal Contract 288c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Buffalo Drive, Cheyenne Avenue to Lone Mountain Road - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Supplemental No. 3 to Interlocal Contract 288c will extend the date of completion for the Buffalo Drive, Cheyenne Avenue to Lone Mountain Road project. The project is complete. Additional time is needed to resolve financial issues. The Regional Transportation Commission approved this contract at its February 8, 2007 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental No. 3 to Interlocal Contract 288c

Motion made by GARY REESE to Approve Items 12-57

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

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

**SUPPLEMENTAL NO. 3 TO THE INTERLOCAL CONTRACT FOR
BUFFALO DRIVE, CHEYENNE AVENUE TO LONE MOUNTAIN ROAD**

THIS SUPPLEMENTAL TO THE INTERLOCAL CONTRACT made and entered into this 12TH day of MARCH, 2007, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the CITY and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as RTC.

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on November 13, 1997 and Supplemental Interlocal Contracts dated August 8, 2002 and November 4, 2002 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Buffalo Drive, Cheyenne Avenue to Lone Mountain Road located partially within the CITY and partially within the COUNTY; and

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

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

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

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

7. The Project must be completed to the satisfaction of the RTC prior to December 31, 2008. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

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

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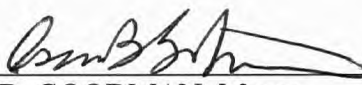
APPROVED AS TO LEGALITY AND FORM:

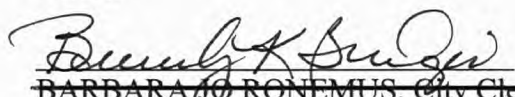

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

3/7/07
Attest:

By: 
OSCAR B. GOODMAN, Mayor

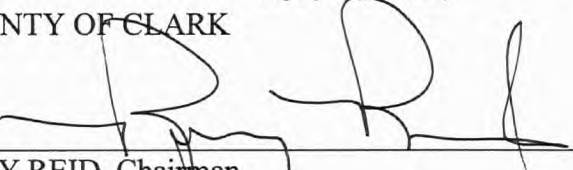

~~BARBARA J. RONEMUS, City Clerk~~

By: **Beverly K. Bridges, CMC**
Acting City Clerk

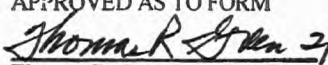
Date of Commission Action:

COUNTY OF CLARK

4/17/07
Attest:

By: 
RORY REID, Chairman

APPROVED AS TO FORM

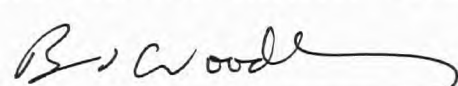
 2/27/07
Thomas R. Green Date
Deputy City Attorney


SHIRLEY B. PARRAGUIRRE, County Clerk

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

2/8/07
Attest:

By: 
BRUCE L. WOODBURY, Chairman


TONI MICHENER, Executive Assistant

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of Supplemental Interlocal Contract 481a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the City Parkway, D Street Connector Alignment Study - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Supplemental Interlocal Contract 481a will extend the date of completion for the City Parkway, D Street Connector Alignment Study. Additional time is needed to coordinate with the Nevada Department of Transportation on the I-15 North Project. The Regional Transportation Commission approved this contract at its February 8, 2007 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract 481a

Motion made by GARY REESE to Approve Items 12-57

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

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

**SUPPLEMENTAL TO THE INTERLOCAL CONTRACT FOR
CITY PARKWAY, D STREET CONNECTOR ALIGNMENT STUDY**

THIS SUPPLEMENTAL TO THE INTERLOCAL CONTRACT, made and entered into this 12TH day of MARCH, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on August 14, 2004 for an alignment study for City Parkway, D Street Connector; and

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

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

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

4. The project must be completed to the satisfaction of the RTC prior to December 30, 2008. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

All other terms of the Interlocal Contract dated August 14, 2004 shall remain unchanged.

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APPROVED AS TO LEGALITY AND FORM:

Zev Kaplan
ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

ATTEST:

3/7/07

By:

Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM

Thomas R. Green 2/27/07
Thomas R. Green Date
Deputy City Attorney

Barbara J. Ronemus
~~BARBARA J. RONEMUS, CITY CLERK~~
By: Beverly K. Bridges, CMC
Acting City Clerk

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

ATTEST

Toni Michener
TONI MICHENER
EXECUTIVE ASSISTANT

By:

Bruce L. Woodbury
BRUCE L. WOODBURY, CHAIRMAN

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval to rescind the December 20, 2006 Council action approving Supplemental No. 2 to Interlocal Contract 496b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Elkhorn Road Overpass at US-95 - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Due to an incorrect contract number, the previous Council action should be rescinded. The following Agenda Item has corrected the Interlocal Contract.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12-57

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of Supplemental No. 2 to Interlocal Contract 469b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Elkhorn Road Overpass at US-95 - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Supplemental No. 2 to Interlocal Contract 469b will extend the date of completion for the Elkhorn Road Overpass at US-95. Construction is substantially complete. Additional time is needed to complete close out of the project. Regional Transportation Commission approved this contract at its December 14, 2006 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental No. 2 to Interlocal Contract 469b

Motion made by GARY REESE to Approve Items 12-57

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

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

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

THIS SUPPLEMENTAL TO THE INTERLOCAL CONTRACT made and entered into this 7TH day of February, 2008, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the CITY and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as RTC.

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on April 8, 2004 and a Supplemental Interlocal Contract dated June 10, 2004 for a project to perform construction inspection and construction of the Elkhorn Road Overpass at US-95; and

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

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

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

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

7. The Project must be completed to the satisfaction of the RTC prior to June 30, 2008. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

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

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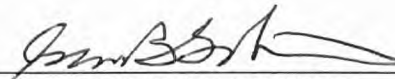
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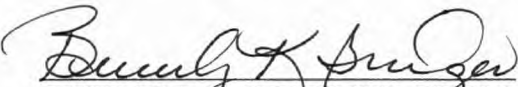

ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

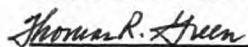
CITY OF LAS VEGAS

12-20-06
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR


~~BARBARA J. RONEMUS, CITY CLERK~~

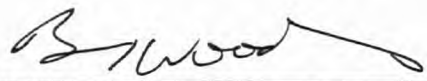
APPROVED AS TO FORM

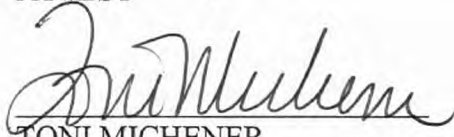
 12/28/06
Thomas R. Green Date
Deputy City Attorney

By: **Beverly K. Bridges, CMC**
DATE OF COMMISSION ~~Signing City Clerk~~

REGIONAL TRANSPORTATION COMMISSION

12/14/06
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

RESOLUTIONS:

R-16-2007 - Approval of a Resolution of intent to issue Economic Development Revenue Bonds not to exceed \$75,000,000 to finance the acquisition, construction, and installation of a project for Keep Memory Alive (KMA) to build the Lou Ruvo Brain Institute in Union Park; fixing the time and place of the public hearing concerning such bonds - Ward 5 (Weekly)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

This 2007 Resolution of Intent to Issue Economic Development Bonds proposes the issuance of, and fixes the time and place of a public hearing for, and authorizes the publication of notices relating to the Economic Development Revenue Bonds to be issued for the purpose of financing the acquisition, construction and installation of a project for Keep Memory Alive (KMA). The project will be owned by KMA and will be used as an outpatient treatment, education and research facility for brain diseases and memory disorders, and the headquarter for KMA and other nonprofit organizations dedicated to treatment, education and research for these diseases and disorders and will also contain a café / restaurant. These bonds will not represent an indebtedness of the City and will be repaid pursuant to an agreement between the City and KMA, and from moneys drawn from an irrevocable letter of credit.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Resolution No. R-16-2007

Motion made by GARY REESE to Approve Items 12-57

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

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

Summary - A resolution calling a public hearing on the issuance of economic development revenue bonds for Keep Memory Alive.

RESOLUTION NO. R-16-2007

A RESOLUTION INDICATING THE INTENT OF THE CITY OF LAS VEGAS, NEVADA TO ISSUE ECONOMIC DEVELOPMENT REVENUE BONDS TO FINANCE THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF A PROJECT FOR KEEP MEMORY ALIVE; FIXING THE TIME AND PLACE OF A PUBLIC HEARING CONCERNING SUCH BONDS; PROVIDING FOR THE PUBLICATION OF A NOTICE CONCERNING SUCH HEARING; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the City of Las Vegas, Nevada (the "City") is authorized under the City Economic Development Revenue Bond Law, NRS 268.512 through 268.568 (the "Act") to issue bonds for the purpose of financing projects for corporations for public benefit and as further described in NRS 268.522, which projects are located within the City or within ten miles of the corporate limits of the City; and

WHEREAS, Keep Memory Alive, a Nevada nonprofit corporation and a corporation for public benefit as defined in NRS 268.5165 ("KMA"), has requested the City to assist in the financing of the construction of a building to be located on a parcel of land to be acquired by KMA and the acquisition and installation of personal property and facilities in such building and on such land (the "Project") by the issuance of economic development revenue bonds under the Act, in one or more series, in the maximum aggregate principal amount of \$75,000,000 (the "Bonds"); and

WHEREAS, the Project will be owned by KMA and may, in the future, be leased to the Lou Ruvo Brain Institute, a Nevada nonprofit corporation and a corporation for public benefit as defined in NRS 268.5165; and

WHEREAS, the Project will be used as an outpatient treatment, education and research facility for Alzheimer's, Parkinson's, ALS and Huntington's diseases, along with other brain diseases and memory disorders, and as the headquarters for KMA and other nonprofit organizations dedicated to treatment, education and research for these diseases and disorders, and will also contain a café/restaurant; and

WHEREAS, before the issuance of the Bonds, pursuant to the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the City Council of the City (the "City Council") must publish notice of its intention to issue the Bonds and hold at least one public hearing not less than fourteen nor more than twenty days after the date of publication of such notice.

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

Section 1. For purposes of Sections 1.103-8(a)(5) and 1.150-2 of the Regulations promulgated under the Code, the City hereby declares its intent to issue the Bonds for the Project, including reimbursing expenditures made by KMA for the Project before the issuance of the Bonds with the proceeds of the Bonds.

Section 2. The Bonds will be payable solely from the revenues to be received by the trustee for the owners of the Bonds for the account of the City pursuant to a loan, lease or other agreement to be entered into between the City and KMA, and from moneys drawn on an irrevocable letter of credit issued by The Bank of New York (the "Bank") (or by another financial institution issuing a replacement letter of credit). The Bonds shall never constitute the debt or indebtedness of the City within the meaning of any provision or limitation of the constitution of the State of Nevada or statutes, and shall not constitute nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

Section 3. The Bonds shall not be issued unless: (i) the City has held the hearing required by NRS 268.528, made the findings required by NRS 268.530 and obtained the approval of the State Board of Finance if required by NRS 268.530; (ii) the City and KMA shall have agreed to mutually acceptable terms for the Bonds and the sale and delivery thereof, and mutually acceptable terms and conditions for the loan, lease or other agreement for financing the Project; (iii) KMA and the Bank shall have provided the Director of Finance and Business Services of the City or his designee with sufficient information such that the Director of Finance and Business Services of the City or his designee determines that it is acceptable to proceed with the issuance of the Bonds; and (iv) the City shall have completed all proceedings required by the Act.

Section 4. A public hearing shall be held on April 4, 2007 at 9:00 a.m. or as soon thereafter as it may be heard, at the Council Chambers, Las Vegas City Hall Complex, 400 Stewart, Las Vegas, Nevada, as specified in a notice to be published not less than fourteen nor more than twenty days prior to the date of such hearing, at which time and place the City Council will hear and consider the views of all interested persons concerning the proposed issuance of the Bonds by the City to finance the Project, will consider approval of the issuance of the Bonds for the purposes of Section 147 of the Code and will consider information supplied by KMA and the Bank to enable the City Council to make the determinations required by NRS 268.530.

Section 5. The City Clerk shall give notice of such hearing by publication one time in the Las Vegas Review Journal in Las Vegas, Nevada, such publication to be not less than fourteen nor more than twenty days prior to the date of the hearing. Such notice shall be in substantially the following form:

(Form of Notice)

NOTICE OF HEARING CONCERNING PROPOSED ECONOMIC DEVELOPMENT REVENUE BONDS OF THE CITY OF LAS VEGAS, NEVADA TO FINANCE A PROJECT FOR KEEP MEMORY ALIVE TO BE LOCATED IN THE CITY OF LAS VEGAS, NEVADA.

NOTICE IS HEREBY GIVEN that a public hearing will be held on April 4, 2007 at 9:00 a.m., or as soon thereafter as it may be heard, at the Council Chambers, Las Vegas City Hall Complex, 400 Stewart, Las Vegas, Nevada for the purpose of considering the proposed issuance by the City of Las Vegas, Nevada (the "City") of economic development revenue bonds (the "Bonds") to be issued under the City Economic Development Revenue Bond Law, NRS 268.512 to 268.568, inclusive (the "Act"), for Keep Memory Alive, a Nevada nonprofit corporation ("KMA"), to finance the construction of an approximately 67,300 square foot building to be located on an approximately 2.13 acre parcel of land to be acquired by KMA and the acquisition and installation of personal property and facilities in such building and on such land (the "Project"). The Project will be owned by KMA and may, in the future, be leased to the Lou Ruvo Brain Institute, a Nevada nonprofit corporation. The Project will be used as an outpatient treatment, education and research facility for Alzheimer's, Parkinson's, ALS and Huntington's diseases, along with other brain diseases and memory disorders, and as the headquarters for KMA and other nonprofit organizations dedicated to treatment, education and research for these diseases and disorders, and will also contain a café/restaurant. The Project will be located at 22 South Grand Central Parkway, Las Vegas, Nevada. At such public hearing the City Council of the City (the "City Council") will consider information supplied by KMA and The Bank of New York (the "Bank") to enable the City Council to make certain determinations required by the Act. Copies of the proposed resolution to be considered by the City Council after such hearing will be on file during the ten days prior to the public hearing, in the office of the City Clerk of the City, and will be available for inspection during normal and regular business hours.

KMA has requested the City to issue the Bonds under the Act, in one or more series, in the maximum aggregate principal amount of \$75,000,000 for the purposes outlined above. The Bonds shall be special, limited obligations of the City, payable from revenues derived by the City from a financing agreement between the City and KMA and from moneys drawn on an irrevocable letter of credit issued by the Bank (or by another financial institution issuing a

replacement letter of credit). The Bonds shall never constitute the debt or indebtedness of the City within the meaning of any provision or limitation of the constitution of the State of Nevada or statutes, and shall not constitute nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

All interested persons are invited to attend the public hearing, which will be the only public hearing held by the City prior to the consideration by the City Council of a resolution authorizing the issuance of the Bonds. Persons wishing to submit written comments in lieu of or in addition to speaking at the public hearing should submit such comments to the City Council not later than the time of the public hearing.

Publication Date: March __, 2007.

By order of the City Council of the City of Las Vegas, Nevada this March 7, 2007.

/s/ Beverly K. Bridges
Acting City Clerk

(End of Form of Notice)

Section 6. Nothing herein shall be construed as in any way committing or obligating the City to issue the Bonds or to take any other steps to facilitate the Project. Nothing herein constitutes a City endorsement of the Project or a finding of the City that the Project is feasible or is in compliance with any laws or regulations, including land use, building regulations or other regulations, of the City or any other governmental entity.

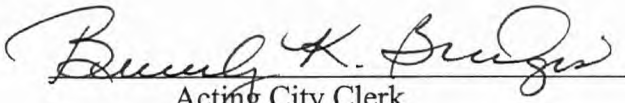
Section 7. All bylaws, orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution or part thereof.

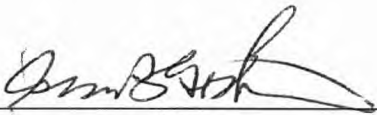
Section 8. This resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this March 7, 2007.

(SEAL)

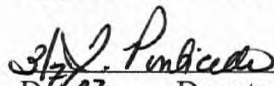
Attest:


Acting City Clerk
BEVERLY K. BRIDGES, CMC



Mayor
OSCAR B. GOODMAN

Approved as to form:



Date 3/7/07 Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS.
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen and qualified Acting City Clerk of the City of Las Vegas, Nevada (the "City"), do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of the resolution (the "Resolution") passed and adopted by the City Council of the City (the "City Council") at a regular meeting of the City Council held on March 7, 2007.

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

Those Voting Aye:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Larry Brown
	Steven D. Ross
	Steve Wolfson
	Lois Tarkanian

Those Voting Nay: None

Those Absent: None

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

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to §241.020, Nevada Revised Statutes, written notice of the meeting was

given not later than 9:00 a.m. on the third working day before the meeting including in the notice the time, place, location and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three other separate, prominent places within the jurisdiction of the City Council, to wit:

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

and

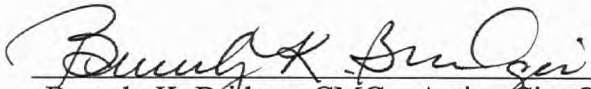
(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working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

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or resolution which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an

item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of the notice so given of the meeting of the City Council held on March 7, 2007 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this March 7, 2007.


Beverly K. Bridges, CMC Acting City Clerk

(SEAL)

Exhibit A

(Attach Copy of Notice of Meeting)



CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

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

**COUNCIL MEMBERS: LARRY BROWN (Ward 4), LAWRENCE WEEKLY (Ward 5),
STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)**

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

March 07, 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. INVOCATION - PASTOR LINDA KELLY, MOUNTAIN VIEW PRESBYTERIAN CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE TEAM OF THE QUARTER
7. RECOGNITION OF WOMEN'S HISTORY MONTH
8. RECOGNITION OF DR. EMIL FREI, III FOR OUTSTANDING ACHIEVEMENTS IN CANCER RESEARCH
9. RECOGNITION OF NATIONAL MULTIPLE SCLEROSIS AWARENESS WEEK

BUSINESS ITEMS - MORNING

10. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
11. Approval of the Final Minutes by reference of the regular City Council meeting of February 7, 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

12. Approval of an Interlocal Agreement between the City of Las Vegas and Washoe County for the transfer of U.S. Department of Homeland Security grant funds to support the State of Nevada Citizen Corps Program (\$20,000 - Multipurpose Special Revenue Fund) - All Wards
13. Approval of an Interlocal Agreement between the City of Las Vegas and the County of Clark for the transfer of \$23,590 grant funding to the City to support the Fire Department's Hazardous Materials Response Program - All Wards

FIELD OPERATIONS - CONSENT

14. Approval of a Cooperative Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for a "park and ride" and transit facility on city property located near the intersection of Durango Drive and Vegas Drive, APNs 138-29-601-003 and 138-29-501-007 - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

16. Approval of Change of Business Name, Change of Ownership and Change of Location for a Tavern License, From: DaSilva Brammall, Inc., dba Beefy's, 4601 West Sahara Avenue, Suite 4, Christina M. DaSilva Brammall, Pres, Secy, Treas, Dir, 98% and Peter H. Brammall, Dir, 2%, To: BD Star, Inc., dba Shotz, 4601 West Sahara Avenue, Suite Y, Brenda Newman, 100% jointly with spouse and Donald Newman, 100% jointly with spouse - Ward 1 (Tarkanian)
17. Approval of a new Restricted Gaming License for 15 slots, United Coin Machine Co, db at Save - A - Lot, 703 North Rancho Drive, Rob Woodson - Ward 5 (Weekly)
18. Approval of Change of Name for a Martial Arts License, From: Nazrat, Inc., dba Bobby Lawrence Karate, To: Nazrat, Inc., dba Mark Lawrence Martial Arts-Karate For Justice, 7510 Westcliff Drive, Mark Lawrence, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)
19. Approval of a Special Event Alcoholic Beverage License for Mexican Patriotic Committee, Location: Freedom Park, 850 North Mojave Drive, Date: March 18, 2007, Type: Special Event Beer/Wine, Event: Family Picnic - Spring Festival, Responsible Person in Charge: Antonio Carranza - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

20. Approval of Agreement No. 06-11545, Engineering Design Services Agreement for the Meadows Alta Parallel Project Phase II - Department of Public Works - Award recommended to: VTN NEVADA (\$1,510,930 - Road and Flood Capital Projects Fund and Sanitation Enterprise Fund) - Ward 1 (Tarkanian)
21. Approval of Contract No. 070280, Construction Management Services for the C-33 Filtration Building at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: CH2M HILL, INC. (\$378,770 - Sanitation Enterprise Fund) - County
22. Approval of Contract No. 070291, Construction Management Services for Centennial Hills Park Phase 3, located at Deer Springs Way and Buffalo Drive - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. (\$896,730.16 - Various Funds) - Ward 6 (Ross)
23. Approval of award of Contract No. 070161 for Accident Investigation Services - Department of Human Resources - Award recommended to: DMA CLAIMS SERVICES (\$80,000 - Liability Insurance and Property Damage Internal Services Fund)
24. 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)
25. Approval of award of Agreement No. 060296-TB for Acquisition, Configuration and Installation of Centracom Elite Console System - Department of Detention and Enforcement - Award recommended to: MOTOROLA, INC. (\$284,846.40 - Communications Internal Service Fund and General Fund)
26. Approval of Contract No. 070306-DK for Facility Development Consulting Services - Office of Business Development - Award recommended to: CONVENTIONS, SPORTS & LEISURE INTERNATIONAL (\$100,000 - General Fund)
27. Approval of award of Modification No. 1 to Software License and Maintenance Agreement - Department of Detention and Enforcement - Award recommended to: PRINCIPAL DECISION SYSTEMS INTERNATIONAL, INC. (\$76,000 - General Fund)

HUMAN RESOURCES - CONSENT

28. Approval to create one regular full time Metropolitan Medical Response System Coordinator for the Fire Rescue - Operations Division of the Fire Department (\$74,303 Salary + \$29,721 Benefits - Metropolitan Medical Response System grant)

LEISURE SERVICES - CONSENT

29. Approval of the Nevada Law Foundation grant awards in the amount of \$30,000 and a supplemental amount of \$3,000, for a total of \$33,000 to the Senior Citizens Law Project (\$33,000 Grant Revenue - Special Revenue Fund) - All Wards

NEIGHBORHOOD SERVICES - CONSENT

30. Approval of the list of junior high and high school students to be nominated by the City of Las Vegas for the Nevada League of Cities and Municipalities Youth Awards Program - All Wards
31. Approval to rescind \$99,900 in Home Investment Partnerships Program/Low-Income Housing Trust Funds (HOME/LIHTF) and allocate \$99,900 in Redevelopment Set Aside (RDA) Funds to Help Las Vegas Housing Corporation II for Phase II of their affordable housing development located at Main Street and Owens Street - Ward 5
32. Approval to enter into agreements to assign and accept the HOME Program conditions with Filiberto E. Montoya to ensure that the properties located at 1675 and 1677 "D" Street will continue to operate as affordable housing for low-income renters per the applicable HOME Investment Partnerships Program regulations - Ward 5 (Weekly)

33. Approval of an additional allocation of up to \$152,817 in Community Development Block Grant (CDBG) funds to the Blind Center of Nevada for an aggregate project total of \$1,152,817 to assist with the cost to rehabilitate the facility located at 1001 North Bruce – Ward 5 (Weekly)

PLANNING & DEVELOPMENT - CONSENT

34. Approval of the Funding Agreement for the 2006 Commission for Cultural Affairs (CCA) grant from the State of Nevada Department of Cultural Affairs, administered by the State Historic Preservation Office (SHPO) in the amount of \$70,000 (Multi-Purpose Special Revenue Fund) for the Westside School, 330 W. Washington Avenue, as identified in the Funding Agreement - Ward 5 (Weekly)

PUBLIC WORKS - CONSENT

35. Approval of an Encroachment Request from Jim Marsh American Corporation, owner (southeast corner of Centennial Parkway and Riley Street) - Ward 6 (Ross)
36. Approval of an Encroachment Request from Veronika Holmes of Gypsy Caravan Antique Village on behalf of Clover Trust, owner (southeast corner of Colorado Avenue and Casino Center Boulevard) - Ward 3 (Reese)
37. Approval of an Encroachment Request from Betty Medina on behalf of Four Queens Hotel and Casino, applicant (Carson Avenue between Casino Center Boulevard and 3rd Street) - Ward 3 (Reese)
38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - R. Lucero and Associates, Inc., on behalf of Alexander Holdings Corporation, owner (southwest corner of Florine Avenue and Fort Apache Road, APNs 138-06-801-006 and -007) - County (near Ward 4 - Brown)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Performance Engineering on behalf of Beazer Homes Holdings Corporation, owner (northeast corner of Centennial Parkway and Tee Pee Lane, APNs 125-19-802-008 and -011) - County (near Ward 6 - Ross)
40. Approval of a Grant of Easement from the City of Las Vegas, a Municipal Corporation to Nevada Power Company for a portion of the Northwest Quarter and the Northeast Quarter of Section 31 and the Northwest Quarter of Section 32, Township 20 South, Range 62 East, Mount Diablo Meridian, lying within the Cedar Avenue Trail alignment to service the Cedar Avenue Trail, APNs 140-32-103-003, 140-31-196-003, -196-004; 140-31-199-026; 140-31-599-018, -599-019; 140-31-501-021; 140-32-103-002 and 140-32-196-001, -196-002, -196-003) - Ward 3 (Reese)
41. Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Southeast Quarter of Section 4, Township 21 South, Range 61 East, Mount Diablo Meridian, for street Right-of-Way for continuation of an alley to complete access to Baltimore Avenue on both sides of the parcel, APN 162-04-813-109 - Ward 3 (Reese)
42. Approval of Interlocal Contract LAS16G07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) for construction management and construction of the Rancho Detention Basin, Phase II (\$5,206,160 - CCRFC) - Ward 6 (Ross)
43. Approval of Second Supplemental Interlocal Contract LAS05F03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) to increase engineering design funding for the Alta Parallel System (\$1,700,000 - CCRFC) - Ward 1 (Tarkanian)
44. Approval of First Supplemental Interlocal Contract LAS19C05 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) to extend the date of completion and increase engineering design funding for the Owens Avenue System (Vegas Storm Drain) Michael Way to Rancho Drive (\$150,000 - CCRFC) - Ward 5 (Weekly)
45. Approval of the First Supplemental Interlocal Contract for the Annual Maintenance Work Program between the City of Las Vegas and the Clark County Regional Flood Control District to add the Washington Avenue Channel and the location of facilities to be maintained for Fiscal Year 2006/2007 - All Wards

46. Approval of Interlocal Contract 548 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for engineering design and right-of-way for the City of Las Vegas' Fiscal Year 2007 Bus Turnout Project (\$250,000 - RTC) - Ward 3 (Reese)
47. Approval of Supplemental No. 5 to Interlocal Contract 435e between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding for right-of-way for the Martin L. King Boulevard, Palomino Lane to Carey Avenue project (\$160,000 - RTC) - Ward 5 (Weekly)
48. Approval of Supplemental No. 6 to Interlocal Contract 388f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funding for the Alexander/Hualapai, Cheyenne Avenue to Cimarron Road project (-\$410,000 - Regional Transportation Commission) - Ward 4 (Brown)
49. Approval of Supplemental No. 3 to Interlocal Contract 288c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Buffalo Drive, Cheyenne Avenue to Lone Mountain Road - Ward 4 (Brown)
50. Approval of Supplemental Interlocal Contract 481a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the City Parkway, D Street Connector Alignment Study - Ward 5 (Weekly)
51. Approval to rescind the December 20, 2006 Council action approving Supplemental No. 2 to Interlocal Contract 496b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Elkhorn Road Overpass at US-95 - Ward 6 (Ross)
52. Approval of Supplemental No. 2 to Interlocal Contract 469b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Elkhorn Road Overpass at US-95 - Ward 6 (Ross)

RESOLUTIONS - CONSENT

53. R-16-2007 - Approval of a Resolution of intent to issue Economic Development Revenue Bonds not to exceed \$75,000,000 to finance the acquisition, construction, and installation of a project for Keep Memory Alive (KMA) to build the Lou Ruvo Brain Institute in Union Park; fixing the time and place of the public hearing concerning such bonds - Ward 5 (Weekly)
54. R-17-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll 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)
55. R-18-2007 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400 Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)
56. R-19-2007 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to Prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)
57. R-20-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) (\$481,988.99 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

58. Report from the City Manager on Emerging Issues

59. Discussion and possible action concerning the status of 2007 legislative issues - All Wards

CITY ATTORNEY - DISCUSSION

60. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Lance Justin Apollo, 9620 West Russell Road, #1122, Las Vegas, Nevada 89148

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

61. ABEYANCE ITEM - 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)
62. Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 15 slots, Miklis Corp, dba Andy Capz Pub, 1631 North Decatur Boulevard, Michael L. Biegacz, Dir, Pres, 50% jointly with spouse and Lisa R. Biegacz, 50% jointly with spouse - Ward 5 (Weekly)
63. Discussion and possible action regarding a Six Month Review for a Tavern License and a Restricted Gaming License for 15 slots, Dick's Liquors, Inc., dba Cooler Lounge, 1905 North Decatur Boulevard, JoAnn Milton, Pres - Ward 5 (Weekly)
64. Discussion and possible action regarding a Six Month Review for a Canteen Manager for a Non Profit Club License, V. F. W. Post #10057, dba V. F. W. Post 10057, 1905 H Street, Albert Young, Canteen Mgr - Ward 5 (Weekly)
65. Discussion and possible action regarding Temporary Approval of a new Pawnbroker License subject to the provisions of the planning and fire codes, Candice Limon, dba MNM Pawn, 3227 Meade Avenue, Suite 3B, Candice E. Limon, 100% - Ward 1 (Tarkanian)
66. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, Lolita Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Lolita Evans, 50% - Ward 3 (Reese)

NEIGHBORHOOD SERVICES - DISCUSSION

67. Discussion and possible action on an allocation of \$223,372 in FY 2007-2008 Emergency Shelter Grant (ESG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards
68. Discussion and possible action on an allocation of \$5,251,820 in FY 2007-2008 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards
69. Discussion and possible action on an allocation of \$882,000 in FY 2007-2008 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

PUBLIC WORKS - DISCUSSION

70. Public hearing regarding the Clark County Regional Flood Control District's approval of a Master Plan Amendment for the Meadows Alta Parallel Planning Area - Ward 1 (Tarkanian)
71. Public hearing regarding Clark County Regional Flood Control District's Approval of a Master Plan Amendment for Racel Street Collector Planning Area - Ward 6 (Ross)

BOARDS & COMMISSIONS - DISCUSSION

72. ANIMAL ADVISORY COMMITTEE - Susan Butche, Term Expiration 4-5-2007
73. PARK & RECREATION ADVISORY COMMISSION - Lisa B. Sherman, Term Expiration 4/1/2007; Malcolm D. White, Term Expiration 4/7/2007

74. LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES – Dr. Aldo Aguirre, Term Expiration 4-3-2007

75. AUDIT OVERSIGHT COMMITTEE – Councilman Lawrence Weekly, Term Expiration 6-18-2007

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

76. Bill No. 2007-5 – Allows the use “accessory massage” as an accessory use in certain zoning districts. Sponsored by: Councilman Larry Brown

77. 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

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

78. Bill No. 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

79. 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

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

80. Bill No. 2007-10 – Repeals Chapters 10.44 and 11.68 of the Municipal Code, relating to solicitation and to the City’s Pedestrian Mall, respectively, and redesignates Chapters 10.44A and 11.68A as Chapters 10.44 and 11.68, respectively. Proposed by: Bradford R. Jerbic, City Attorney

81. Bill No. 2007-11 - Levies Assessment for Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road). Sponsored by: Step Requirement

82. Bill No. 2007-12 - Levies Assessment for Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

83. 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

84. 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)
85. ABEYANCE ITEM - 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)
86. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 1405 S. Casino Center Blvd. PROPERTY OWNER: MARTIN TODD GROUP - Ward 3 (Reese)
87. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 1913 S. 11th Street. PROPERTY OWNER: JAMES R. KENT - Ward 3 (Reese)
88. Public Hearing to consider the report of expenses to recover costs for abatement of vacant lot north of 804 Sunny Place (APN: 139-28-304-003) and assess civil penalties. PROPERTY OWNER: THOMAS & THERESA M. ALBANESE - Ward 5 (Weekly)
89. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 629 W. McWilliams Avenue. PROPERTY OWNER: TOUY KEN - Ward 5 (Weekly)
90. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 5953 Round Castle Street. PROPERTY OWNER: BANK OF AMERICA NA - Ward 6 (Ross)

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

91. EOT-18785 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Rezoning (ZON-5121) FROM: U (UNDEVELOPED) [GC (GENERAL COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-2 (GENERAL COMMERCIAL) TO: R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL
92. EOT-19549 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Variance (VAR-5124) TO ALLOW 0.44 ACRES OF OPEN SPACE WHERE 0.66 ACRES IS THE MINIMUM REQUIRED FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL

93. EOT-19548 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5122) FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL
94. EOT-19407 - APPLICANT/OWNER: GABRIEL MANRIQUEZ - Request for an Extension of Time of an approved Rezoning (ZON-5726) which allowed a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: PR (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), Ward 3 (Reese). Staff recommends APPROVAL
95. EOT-19431 - APPLICANT/OWNER: GABRIEL MANRIQUEZ - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5727) FOR A 1,495 SQUARE-FOOT RESIDENTIAL TO OFFICE CONVERSION AND WAIVERS OF LANDSCAPE AND BUFFER REQUIREMENTS on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), Ward 3 (Reese). Staff recommends APPROVAL
96. EOT-19400 - APPLICANT: SCOTT ASHJIAN - OWNER: W.I.T. BRO, INC. - Request for an Extension of Time of an approved Special Use Permit (SUP-5554) FOR A PROPOSED AUTO DETAIL FACILITY at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone, Ward 4 (Brown). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

97. ZON-18972 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Rezoning FROM O (OFFICE) TO C-1 (LIMITED COMMERCIAL) on 0.85 acres at 1506 South Jones Boulevard (APN-163-01-201-006), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
98. VAR-18973 - PUBLIC HEARING - APPLICANT/OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Variance TO ALLOW A FRONT SETBACK OF 15 FEET WHERE 20 FEET IS THE MINIMUM REQUIRED FOR A PROPOSED 21,551 SQUARE-FOOT OFFICE BUILDING on 0.85 acres at 1506 South Jones Boulevard (APN-163-01-201-006), O (Office) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
99. SUP-18927 - PUBLIC HEARING - APPLICANT: METRO PIZZA NORTHWEST - OWNER: CIMARRON-FRONTAGE, LLC - Request for a Special Use Permit FOR A RESTAURANT WITH SERVICE BAR at the northeast corner of Sky Pointe Drive and North Cimarron Road (APN 125-21-313-003), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
100. SDR-18926 - PUBLIC HEARING - APPLICANT: METRO PIZZA NORTHWEST - OWNER: CIMARRON-FRONTAGE, LLC - Request for a Site Development Plan Review FOR A 9,831 SQUARE-FOOT RESTAURANT AND RETAIL BUILDING on 1.73 acres at the northeast corner of Sky Pointe Drive and North Cimarron Road (APN 125-21-313-003), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
101. 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
102. 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

- 103.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
- 104.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
- 105.GPA-18818 - ABEYANCE ITEM - 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
- 106.ZON-18819 - ABEYANCE ITEM - 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
- 107.VAR-18820 - ABEYANCE ITEM - 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
- 108.SUP-18821 - ABEYANCE ITEM - 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
- 109.SDR-18822 - ABEYANCE ITEM - 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
- 110.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

- 111.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
- 112.VAR-18312 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC - OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL - Request for a Variance TO ALLOW A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN TO BE A MINIMUM 184 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A SETBACK OF 240 FEET on 1.75 acres adjacent to the south side of Alexander Road, approximately 650 feet east of Cimarron Road (APN 138-09-501-003), C-V (Civic) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 113.SUP-18314 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC - OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL - Request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN on 1.75 acres adjacent to the south side of Alexander Road, approximately 650 feet east of Cimarron Road (APN 138-09-501-003), C-V (Civic) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 114.SUP-18655 - ABEYANCE ITEM - 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
- 115.SUP-18685 - ABEYANCE ITEM - 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
- 116.GPA-16294 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request to Amend a portion of the Southeast Sector Plan of the Master Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: O (OFFICE) on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 117.ZON-16296 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 118.SDR-16292 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request for a Site Development Plan Review FOR THE PROPOSED CONVERSION OF A SINGLE-FAMILY RESIDENCE TO AN OFFICE AND A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN THE FRONT YARD WHERE A 15-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED, TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN THE SIDE YARD WHERE AN EIGHT-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED, AND TO ALLOW A TWO-FOOT LANDSCAPE BUFFER IN THE REAR YARD WHERE EIGHT FEET IS THE MINIMUM REQUIRED on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). NOTE: THIS IS AMENDED TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN A PORTION OF THE SIDE YARD WHERE AN EIGHT-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED AND TO ALLOW A THREE-FOOT LANDSCAPE BUFFER IN THE REAR YARD WHERE EIGHT FEET IS THE MINIMUM REQUIRED. The Planning Commission (7-0 vote) and staff recommend DENIAL
- 119.ZON-17693 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: SHARON TURBIVILLE, DELMAR DINKINS, AND TERRY & KATHRYN KARAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) on 7.27 acres

adjacent to the northeast and southeast corners of Bradley Road and Solar Avenue (APNs 125-13-801-005, 125-13-801-006, and 125-13-802-001), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

- 120.SDR-17694 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: SHARON TURBIVILLE, DELMAR DINKINS, AND TERRY & KATHRYN KARAS - Request for a Site Development Plan Review FOR A 58 LOT SINGLE FAMILY DEVELOPMENT on 7.27 acres adjacent to the northeast and southeast corners of Bradley Road and Solar Avenue (APNs 125-13-801-005, 125-13-801-006, and 125-13-802-001), R-E (Residence Estates) Zone [PROPOSED: R-PD8 (Residential Planned Development - 8 Units Per Acre)], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 121.ZON-18196 - PUBLIC HEARING - APPLICANT/OWNER: BARBARA L. FARMANALI - Request for a Rezoning FROM R-E (RESIDENCE ESTATES) under Resolution of Intent to R-PD4 (RESIDENTIAL PLANNED DEVELOPMENT - 4 UNITS PER ACRE) TO R-PD4 (RESIDENTIAL PLANNED DEVELOPMENT - 4 UNITS PER ACRE) on 2.18 acres on the north side of the Centennial Parkway Alignment approximately 360 feet east of Leon Avenue (APN-125-24-404-007), Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 122.SDR-17727 - PUBLIC HEARING - APPLICANT/OWNER: BARBARA L. FARMANALI - Request for a Site Development Plan Review FOR AN EIGHT-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 2.18 acres adjacent to the north side of Centennial Parkway, approximately 360 feet east of Leon Avenue (APN 125-24-404-007), R-E (Residence Estates) Zone under Resolution of Intent to R-PD4 (Residential Planned Development - 4 Units Per Acre) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 123.VAR-18790 - PUBLIC HEARING - APPLICANT/OWNER: WENDELL D. AND LINDA G. GENTRY - Request for a Variance TO ALLOW A NON-HABITABLE ACCESSORY STRUCTURE TO BE 1,831 SQUARE FEET WHERE 1,148 SQUARE FEET IS THE MAXIMUM ALLOWED on 0.52 acres at 5306 Hickam Avenue (APN: 138-01-702-001), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 124.SUP-18789 - PUBLIC HEARING - APPLICANT/OWNER: WENDELL D. AND LINDA G. GENTRY - Request for a Special Use Permit FOR A NON-HABITABLE ACCESSORY STRUCTURE at 5306 Hickam Avenue (APN: 138-01-702-001), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 125.VAR-19208 - PUBLIC HEARING - APPLICANT: LANDBARON INVESTMENTS - OWNER: MONTECITO IMAGING LLC - Request for a Variance TO ALLOW A 196.5 FOOT HIGH OFFICE BUILDING 382 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 590 FEET on 3.27 acres located at the southwest corner of Deer Springs Way and Riley Street (APN: 125-20-710-006), T-C (Town Center) Zone [Mixed-Use Commercial - Montecito Town Center Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 126.SDR-18870 - PUBLIC HEARING - APPLICANT: LANDBARON INVESTMENTS - OWNER: MONTECITO IMAGING LLC - Request for a Site Development Plan Review FOR A 150,000 SQUARE-FOOT, 12-STORY OFFICE BUILDING WITH A FIVE LEVEL PARKING STRUCTURE AND A WAIVER OF TOWN CENTER CORE BUILD-TO-LINE REQUIREMENTS on 3.27 acres located at the southwest corner of Deer Springs Way and Riley Street (APN: 125-20-710-006), T-C (Town Center) Zone [Mixed-Use Commercial - Montecito Town Center Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 127.SUP-18347 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A PROPOSED 800 SQUARE FOOT CAR WASH, FULL SERVICE on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 128.SUP-18630 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN A PROPOSED SERVICE STATION WITHOUT AUTOMOTIVE REPAIR on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to

C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL

- 129.SDR-18349 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LLC - Request for a Major Amendment to an approved Site Development Plan Review FOR A PROPOSED 4,056 SQUARE-FOOT SERVICE STATION WITHOUT AUTOMOTIVE REPAIR, AN 800 SQUARE FOOT CAR WASH, FULL SERVICE, AND A 2,700 SQUARE FOOT RESTAURANT WITH DRIVE-THROUGH on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 130.SUP-18691 - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: FREANEL & SON CHEYENNE, LLC - Request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN ESTABLISHMENT AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT FROM ANOTHER FINANCIAL INSTITUTION, SPECIFIED at 7350 West Cheyenne Avenue, Suite #111 and #112 (APN 138-10-403-031), C-1 (Limited Commercial) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 131.SUP-18902 - PUBLIC HEARING - APPLICANT: PAWN PLUS - OWNER: CHRISTENSEN BROTHERS LLC - Request for a Special Use Permit FOR A PAWN SHOP AND A WAIVER TO ALLOW A 685 FOOT SEPARATION FROM AN EXISTING FINANCIAL INSTITUTION, SPECIFIED WHERE A 1,000 FOOT DISTANCE SEPARATION IS REQUIRED at 854 and 856 East Sahara Avenue (APN 162-03-801-108, 162-03-801-109 and 162-03-801-078), C-1 (Limited Commercial) Zone [C (Commercial) General Plan Designation], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 132.SUP-18910 - PUBLIC HEARING - APPLICANT/OWNER: TERRIBLE HERBST, INC. - Request for a Special Use Permit FOR A LIQUOR STORE IN CONJUNCTION WITH AN APPROVED CONVENIENCE STORE WITH FUEL PUMPS on 0.91 acres on the east side of Desert Foothills Drive approximately 280 feet north of Charleston Boulevard (APN 137-34-818-003), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 133.SDR-18894 - PUBLIC HEARING - APPLICANT: DR. OBTEEN NASSARI - OWNER: 2111 SOUTH MARYLAND LLC - Request for a Site Development Plan Review FOR A PROPOSED 3,530 SQUARE-FOOT, SINGLE-STORY OFFICE BUILDING WITH A WAIVER TO ALLOW A ONE-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A FOUR-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG THE EAST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A WAIVER TO ALLOW A SEVEN-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE A 15 FEET IS REQUIRED on .33 acres at 2111 South Maryland Parkway and 1205 Exley Avenue (APNs 162-02-410-071 and 072), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 134.DIR-19779 - Applicant/Owner: The Chicago Inn - Appeal of the Planning Department interpretation of Title 19.16 regarding the discontinuation of a non-conforming use located at 1502 North Jones Boulevard, Ward 5. Staff recommends DENIAL
- 135.DIR-18616 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: JUNIOR LEAGUE - Request to designate a parcel of land as an Historic Property within the City of Las Vegas on 0.51 acres at 861 Bridger Avenue (APN 139-34-701-002), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

SET DATE

- 136.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

- 137.CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY

THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ Consent ☐ Discussion

SUBJECT:

RESOLUTIONS:

R-17-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll 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)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$245,052

Funding Source: Capital Projects Fund - Special Assessments

Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:

The District is being formed to provide annual funding for the general maintenance of the Fremont Street Pedestrian Improvements. The property owners will be billed in four (4) quarterly installments each year for the actual cost of maintenance based on contractor bids. The cost of the initial SID is estimated to be \$245,052. The maintenance of the pedestrian improvement project is funded 100% by the property owners through this SID.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-17-2007

Motion made by GARY REESE to Approve Items 12-57

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

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

RESOLUTION NO. R-17-2007

A RESOLUTION CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET); OVERRULING COMPLAINTS, PROTESTS AND OBJECTIONS MADE TO THE ASSESSMENTS AT THE HEARING ON THE ASSESSMENT ROLL FOR THE DISTRICT; VALIDATING AND CONFIRMING THE ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Protest Resolution

WHEREAS, the City Council of the City of Las Vegas (the “City Council” and “City,” respectively) in the County of Clark and State of Nevada, pursuant to an ordinance heretofore adopted (the “District Ordinance”) created the City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the “District”) and ordered the acquisition, improvement and maintenance of a Commercial Area Vitalization Project (the “Project”), as defined in Nevada Revised Statutes (“NRS”) 271.063, within the District in the City; and

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

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council heretofore determined and does hereby declare that the net cost of the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$245,052, of which \$0 is available from other sources and \$245,052 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, the City Council by resolution heretofore adopted and directed the City’s Director of Public Works, together with the City Engineer Division of the City and certain consulting engineers (collectively, the “City Engineer”), to make out a final assessment roll for the District; and

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

WHEREAS, the City Engineer has reported the assessment roll to the City Council and the City Engineer has filed the assessment roll with the City Clerk of the City (the "City Clerk"); and

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

WHEREAS, the City Engineer has, in accordance with the provisions of the law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests, or objections on Wednesday, February 21, 2007, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

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

WHEREAS, all complaints, protests and objections, both written and oral, were heard and considered by the City Council on February 21, 2007, and after extensive review and deliberation hereby are found to be without sufficient merit and hereby overruled. However, the City Council has, nevertheless, concluded that it is necessary and equitable that the assessment roll be corrected and revised as follows:

<u>Parcel Number</u>	<u>Ownership</u>	<u>Revised Amount of Final Assessment</u>
None		

and

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

<u>Parcel Number</u>	<u>Ownership</u>	<u>Assessment</u>
None		

and

WHEREAS, the City Council has determined, and does hereby again determine, that all of the assessable property in the City, which is specially benefited by the Project, and only property which is so specially benefited, is included on the assessment roll heretofore filed with the City Clerk on January 17, 2007, and

WHEREAS, the City Council has determined, and does hereby determine, that the notice, both mailed and published, for the hearing held on February 21, 2007 on said assessment roll was reasonably calculated to inform each interested person of the proceedings concerning the District and the Project, which may directly and adversely affect his or her legally protected rights and interests.

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

Section 1. This Resolution shall be known as and may be cited by the short title "District No. 1516 Assessment Protest Resolution" (the "Resolution").

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

Section 3. The City Council hereby validates and confirms the assessment roll for the District, as made out by the City Council, together with the City Engineer, and filed in the records of the office of the City Clerk on January 17, 2007, as hereinabove modified, revised, corrected and made de novo.

Section 4. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning the District, including, but not limited to, the acquisition, improvement and maintenance of the Project, and the levy of assessments for that purpose, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the assessment roll and the assessments therein, be and the same hereby are, ratified, approved and confirmed.

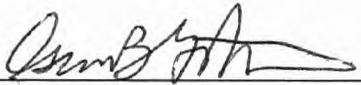
Section 5. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

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

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

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

Passed and approved on March 7, 2007.



OSCAR B. GOODMAN, MAYOR

Attest:



BEVERLY K. BRIDGES, CMC, Acting City Clerk

Approved as to form:

22 FEB 07 WZ
Date Deputy City Attorney

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

I, Beverly K. Bridges, CMC, the duly chosen and qualified Acting City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a regular meeting of the City Council held on March 7, 2007.

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

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Larry Brown
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross

Those Voting Nay:	None
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Those Absent:	None
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3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

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

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

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

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

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

6. A copy of such notice so given of the meeting of the City Council on March 7, 2007, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this March 7, 2007.

(SEAL)

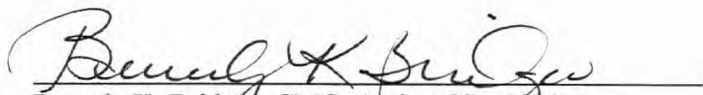

Beverly K. Bridges, CMC, Acting City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)



CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

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

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

STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)

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

March 07, 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. INVOCATION - PASTOR LINDA KELLY, MOUNTAIN VIEW PRESBYTERIAN CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE TEAM OF THE QUARTER
7. RECOGNITION OF WOMEN'S HISTORY MONTH
8. RECOGNITION OF DR. EMIL FREI, III FOR OUTSTANDING ACHIEVEMENTS IN CANCER RESEARCH
9. RECOGNITION OF NATIONAL MULTIPLE SCLEROSIS AWARENESS WEEK

BUSINESS ITEMS - MORNING

10. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
11. Approval of the Final Minutes by reference of the regular City Council meeting of February 7, 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

12. Approval of an Interlocal Agreement between the City of Las Vegas and Washoe County for the transfer of U.S. Department of Homeland Security grant funds to support the State of Nevada Citizen Corps Program (\$20,000 - Multipurpose Special Revenue Fund) - All Wards
13. Approval of an Interlocal Agreement between the City of Las Vegas and the County of Clark for the transfer of \$23,590 grant funding to the City to support the Fire Department's Hazardous Materials Response Program - All Wards

FIELD OPERATIONS - CONSENT

14. Approval of a Cooperative Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for a "park and ride" and transit facility on city property located near the intersection of Durango Drive and Vegas Drive, APNs 138-29-601-003 and 138-29-501-007 - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

16. Approval of Change of Business Name, Change of Ownership and Change of Location for a Tavern License, From: DaSilva Brammall, Inc., dba Beefy's, 4601 West Sahara Avenue, Suite 4, Christina M. DaSilva Brammall, Pres, Secy, Treas, Dir, 98% and Peter H. Brammall, Dir, 2%, To: BD Star, Inc., dba Shotz, 4601 West Sahara Avenue, Suite Y, Brenda Newman, 100% jointly with spouse and Donald Newman, 100% jointly with spouse - Ward 1 (Tarkanian)
17. Approval of a new Restricted Gaming License for 15 slots, United Coin Machine Co, db at Save - A - Lot, 703 North Rancho Drive, Rob Woodson - Ward 5 (Weekly)
18. Approval of Change of Name for a Martial Arts License, From: Nazrat, Inc., dba Bobby Lawrence Karate, To: Nazrat, Inc., dba Mark Lawrence Martial Arts-Karate For Justice, 7510 Westcliff Drive, Mark Lawrence, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)
19. Approval of a Special Event Alcoholic Beverage License for Mexican Patriotic Committee, Location: Freedom Park, 850 North Mojave Drive, Date: March 18, 2007, Type: Special Event Beer/Wine, Event: Family Picnic - Spring Festival, Responsible Person in Charge: Antonio Carranza - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

20. Approval of Agreement No. 06-11545, Engineering Design Services Agreement for the Meadows Alta Parallel Project Phase II - Department of Public Works - Award recommended to: VTN NEVADA (\$1,510,930 - Road and Flood Capital Projects Fund and Sanitation Enterprise Fund) - Ward 1 (Tarkanian)
21. Approval of Contract No. 070280, Construction Management Services for the C-33 Filtration Building at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: CH2M HILL, INC. (\$378,770 - Sanitation Enterprise Fund) - County
22. Approval of Contract No. 070291, Construction Management Services for Centennial Hills Park Phase 3, located at Deer Springs Way and Buffalo Drive - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. (\$896,730.16 - Various Funds) - Ward 6 (Ross)
23. Approval of award of Contract No. 070161 for Accident Investigation Services - Department of Human Resources - Award recommended to: DMA CLAIMS SERVICES (\$80,000 - Liability Insurance and Property Damage Internal Services Fund)
24. 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)
25. Approval of award of Agreement No. 060296-TB for Acquisition, Configuration and Installation of Centracom Elite Console System - Department of Detention and Enforcement - Award recommended to: MOTOROLA, INC. (\$284,846.40 - Communications Internal Service Fund and General Fund)
26. Approval of Contract No. 070306-DK for Facility Development Consulting Services - Office of Business Development - Award recommended to: CONVENTIONS, SPORTS & LEISURE INTERNATIONAL (\$100,000 - General Fund)
27. Approval of award of Modification No. 1 to Software License and Maintenance Agreement - Department of Detention and Enforcement - Award recommended to: PRINCIPAL DECISION SYSTEMS INTERNATIONAL, INC. (\$76,000 - General Fund)

HUMAN RESOURCES - CONSENT

28. Approval to create one regular full time Metropolitan Medical Response System Coordinator for the Fire Rescue - Operations Division of the Fire Department (\$74,303 Salary + \$29,721 Benefits - Metropolitan Medical Response System grant)

LEISURE SERVICES - CONSENT

29. Approval of the Nevada Law Foundation grant awards in the amount of \$30,000 and a supplemental amount of \$3,000, for a total of \$33,000 to the Senior Citizens Law Project (\$33,000 Grant Revenue - Special Revenue Fund) - All Wards

NEIGHBORHOOD SERVICES - CONSENT

30. Approval of the list of junior high and high school students to be nominated by the City of Las Vegas for the Nevada League of Cities and Municipalities Youth Awards Program - All Wards
31. Approval to rescind \$99,900 in Home Investment Partnerships Program/Low-Income Housing Trust Funds (HOME/LIHTF) and allocate \$99,900 in Redevelopment Set Aside (RDA) Funds to Help Las Vegas Housing Corporation II for Phase II of their affordable housing development located at Main Street and Owens Street - Ward 5
32. Approval to enter into agreements to assign and accept the HOME Program conditions with Filiberto E. Montoya to ensure that the properties located at 1675 and 1677 "D" Street will continue to operate as affordable housing for low-income renters per the applicable HOME Investment Partnerships Program regulations - Ward 5 (Weekly)

33. Approval of an additional allocation of up to \$152,817 in Community Development Block Grant (CDBG) funds to the Blind Center of Nevada for an aggregate project total of \$1,152,817 to assist with the cost to rehabilitate the facility located at 1001 North Bruce – Ward 5 (Weekly)

PLANNING & DEVELOPMENT - CONSENT

34. Approval of the Funding Agreement for the 2006 Commission for Cultural Affairs (CCA) grant from the State of Nevada Department of Cultural Affairs, administered by the State Historic Preservation Office (SHPO) in the amount of \$70,000 (Multi-Purpose Special Revenue Fund) for the Westside School, 330 W. Washington Avenue, as identified in the Funding Agreement - Ward 5 (Weekly)

PUBLIC WORKS - CONSENT

35. Approval of an Encroachment Request from Jim Marsh American Corporation, owner (southeast corner of Centennial Parkway and Riley Street) - Ward 6 (Ross)
36. Approval of an Encroachment Request from Veronika Holmes of Gypsy Caravan Antique Village on behalf of Clover Trust, owner (southeast corner of Colorado Avenue and Casino Center Boulevard) - Ward 3 (Reese)
37. Approval of an Encroachment Request from Betty Medina on behalf of Four Queens Hotel and Casino, applicant (Carson Avenue between Casino Center Boulevard and 3rd Street) - Ward 3 (Reese)
38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - R. Lucero and Associates, Inc., on behalf of Alexander Holdings Corporation, owner (southwest corner of Florine Avenue and Fort Apache Road, APNs 138-06-801-006 and -007) - County (near Ward 4 - Brown)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Performance Engineering on behalf of Beazer Homes Holdings Corporation, owner (northeast corner of Centennial Parkway and Tee Pee Lane, APNs 125-19-802-008 and -011) - County (near Ward 6 - Ross)
40. Approval of a Grant of Easement from the City of Las Vegas, a Municipal Corporation to Nevada Power Company for a portion of the Northwest Quarter and the Northeast Quarter of Section 31 and the Northwest Quarter of Section 32, Township 20 South, Range 62 East, Mount Diablo Meridian, lying within the Cedar Avenue Trail alignment to service the Cedar Avenue Trail, APNs 140-32-103-003, 140-31-196-003, -196-004; 140-31-199-026; 140-31-599-018, -599-019; 140-31-501-021; 140-32-103-002 and 140-32-196-001, -196-002, -196-003) - Ward 3 (Reese)
41. Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Southeast Quarter of Section 4, Township 21 South, Range 61 East, Mount Diablo Meridian, for street Right-of-Way for continuation of an alley to complete access to Baltimore Avenue on both sides of the parcel, APN 162-04-813-109 - Ward 3 (Reese)
42. Approval of Interlocal Contract LAS16G07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) for construction management and construction of the Rancho Detention Basin, Phase II (\$5,206,160 - CCRFCDD) - Ward 6 (Ross)
43. Approval of Second Supplemental Interlocal Contract LAS05F03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase engineering design funding for the Alta Parallel System (\$1,700,000 - CCRFCDD) - Ward 1 (Tarkanian)
44. Approval of First Supplemental Interlocal Contract LAS19C05 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to extend the date of completion and increase engineering design funding for the Owens Avenue System (Vegas Storm Drain) Michael Way to Rancho Drive (\$150,000 - CCRFCDD) - Ward 5 (Weekly)
45. Approval of the First Supplemental Interlocal Contract for the Annual Maintenance Work Program between the City of Las Vegas and the Clark County Regional Flood Control District to add the Washington Avenue Channel and the location of facilities to be maintained for Fiscal Year 2006/2007 - All Wards

46. Approval of Interlocal Contract 548 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for engineering design and right-of-way for the City of Las Vegas' Fiscal Year 2007 Bus Turnout Project (\$250,000 - RTC) - Ward 3 (Reese)
47. Approval of Supplemental No. 5 to Interlocal Contract 435e between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding for right-of-way for the Martin L. King Boulevard, Palomino Lane to Carey Avenue project (\$160,000 - RTC) - Ward 5 (Weekly)
48. Approval of Supplemental No. 6 to Interlocal Contract 388f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funding for the Alexander/Hualapai, Cheyenne Avenue to Cimarron Road project (-\$410,000 - Regional Transportation Commission) - Ward 4 (Brown)
49. Approval of Supplemental No. 3 to Interlocal Contract 288c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Buffalo Drive, Cheyenne Avenue to Lone Mountain Road - Ward 4 (Brown)
50. Approval of Supplemental Interlocal Contract 481a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the City Parkway, D Street Connector Alignment Study - Ward 5 (Weekly)
51. Approval to rescind the December 20, 2006 Council action approving Supplemental No. 2 to Interlocal Contract 496b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Elkhorn Road Overpass at US-95 - Ward 6 (Ross)
52. Approval of Supplemental No. 2 to Interlocal Contract 469b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Elkhorn Road Overpass at US-95 - Ward 6 (Ross)

RESOLUTIONS - CONSENT

53. R-16-2007 - Approval of a Resolution of intent to issue Economic Development Revenue Bonds not to exceed \$75,000,000 to finance the acquisition, construction, and installation of a project for Keep Memory Alive (KMA) to build the Lou Ruvo Brain Institute in Union Park; fixing the time and place of the public hearing concerning such bonds - Ward 5 (Weekly)
54. R-17-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll 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)
55. R-18-2007 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400 Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)
56. R-19-2007 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to Prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)
57. R-20-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) (\$481,988.99 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

58. Report from the City Manager on Emerging Issues

59. Discussion and possible action concerning the status of 2007 legislative issues - All Wards

CITY ATTORNEY - DISCUSSION

60. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Lance Justin Apollo, 9620 West Russell Road, #1122, Las Vegas, Nevada 89148

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

61. ABEYANCE ITEM - 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)
62. Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 15 slots, Miklis Corp, dba Andy Capz Pub, 1631 North Decatur Boulevard, Michael L. Biegacz, Dir, Pres, 50% jointly with spouse and Lisa R. Biegacz, 50% jointly with spouse - Ward 5 (Weekly)
63. Discussion and possible action regarding a Six Month Review for a Tavern License and a Restricted Gaming License for 15 slots, Dick's Liquors, Inc., dba Cooler Lounge, 1905 North Decatur Boulevard, JoAnn Milton, Pres - Ward 5 (Weekly)
64. Discussion and possible action regarding a Six Month Review for a Canteen Manager for a Non Profit Club License, V. F. W. Post #10057, dba V. F. W. Post 10057, 1905 H Street, Albert Young, Canteen Mgr - Ward 5 (Weekly)
65. Discussion and possible action regarding Temporary Approval of a new Pawnbroker License subject to the provisions of the planning and fire codes, Candice Limon, dba MNM Pawn, 3227 Meade Avenue, Suite 3B, Candice E. Limon, 100% - Ward 1 (Tarkanian)
66. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, Lolita Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Lolita Evans, 50% - Ward 3 (Reese)

NEIGHBORHOOD SERVICES - DISCUSSION

67. Discussion and possible action on an allocation of \$223,372 in FY 2007-2008 Emergency Shelter Grant (ESG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards
68. Discussion and possible action on an allocation of \$5,251,820 in FY 2007-2008 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards
69. Discussion and possible action on an allocation of \$882,000 in FY 2007-2008 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

PUBLIC WORKS - DISCUSSION

70. Public hearing regarding the Clark County Regional Flood Control District's approval of a Master Plan Amendment for the Meadows Alta Parallel Planning Area - Ward 1 (Tarkanian)
71. Public hearing regarding Clark County Regional Flood Control District's Approval of a Master Plan Amendment for Racel Street Collector Planning Area - Ward 6 (Ross)

BOARDS & COMMISSIONS - DISCUSSION

72. ANIMAL ADVISORY COMMITTEE - Susan Butche, Term Expiration 4-5-2007
73. PARK & RECREATION ADVISORY COMMISSION - Lisa B. Sherman, Term Expiration 4/1/2007; Malcolm D. White, Term Expiration 4/7/2007

74. LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES – Dr. Aldo Aguirre, Term Expiration 4-3-2007

75. AUDIT OVERSIGHT COMMITTEE – Councilman Lawrence Weekly, Term Expiration 6-18-2007

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

76. Bill No. 2007-5 – Allows the use “accessory massage” as an accessory use in certain zoning districts. Sponsored by: Councilman Larry Brown
77. 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

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

78. Bill No. 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
79. 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

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

80. Bill No. 2007-10 – Repeals Chapters 10.44 and 11.68 of the Municipal Code, relating to solicitation and to the City’s Pedestrian Mall, respectively, and redesignates Chapters 10.44A and 11.68A as Chapters 10.44 and 11.68, respectively. Proposed by: Bradford R. Jerbic, City Attorney
81. Bill No. 2007-11 - Levies Assessment for Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road). Sponsored by: Step Requirement
82. Bill No. 2007-12 - Levies Assessment for Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

83. 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

84. 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)
85. ABEYANCE ITEM - 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)
86. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 1405 S. Casino Center Blvd. PROPERTY OWNER: MARTIN TODD GROUP - Ward 3 (Reese)
87. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 1913 S. 11th Street. PROPERTY OWNER: JAMES R. KENT - Ward 3 (Reese)
88. Public Hearing to consider the report of expenses to recover costs for abatement of vacant lot north of 804 Sunny Place (APN: 139-28-304-003) and assess civil penalties. PROPERTY OWNER: THOMAS & THERESA M. ALBANESE - Ward 5 (Weekly)
89. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 629 W. McWilliams Avenue. PROPERTY OWNER: TOUY KEN - Ward 5 (Weekly)
90. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 5953 Round Castle Street. PROPERTY OWNER: BANK OF AMERICA NA - Ward 6 (Ross)

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

91. EOT-18785 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Rezoning (ZON-5121) FROM: U (UNDEVELOPED) [GC (GENERAL COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-2 (GENERAL COMMERCIAL) TO: R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL
92. EOT-19549 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Variance (VAR-5124) TO ALLOW 0.44 ACRES OF OPEN SPACE WHERE 0.66 ACRES IS THE MINIMUM REQUIRED FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL
93. EOT-19548 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5122) FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL

94. EOT-19407 - APPLICANT/OWNER: GABRIEL MANRIQUEZ - Request for an Extension of Time of an approved Rezoning (ZON-5726) which allowed a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: PR (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), Ward 3 (Reese). Staff recommends APPROVAL
95. EOT-19431 - APPLICANT/OWNER: GABRIEL MANRIQUEZ - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5727) FOR A 1,495 SQUARE-FOOT RESIDENTIAL TO OFFICE CONVERSION AND WAIVERS OF LANDSCAPE AND BUFFER REQUIREMENTS on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), Ward 3 (Reese). Staff recommends APPROVAL
96. EOT-19400 - APPLICANT: SCOTT ASHJIAN - OWNER: W.I.T. BRO, INC. - Request for an Extension of Time of an approved Special Use Permit (SUP-5554) FOR A PROPOSED AUTO DETAIL FACILITY at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone, Ward 4 (Brown). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

97. ZON-18972 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Rezoning FROM O (OFFICE) TO C-1 (LIMITED COMMERCIAL) on 0.85 acres at 1506 South Jones Boulevard (APN-163-01-201-006), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
98. VAR-18973 - PUBLIC HEARING - APPLICANT/OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Variance to ALLOW A FRONT SETBACK OF 15 FEET WHERE 20 FEET IS THE MINIMUM REQUIRED FOR A PROPOSED 21,551 SQUARE-FOOT OFFICE BUILDING on 0.85 acres at 1506 South Jones Boulevard (APN-163-01-201-006), O (Office) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
99. SUP-18927 - PUBLIC HEARING - APPLICANT: METRO PIZZA NORTHWEST - OWNER: CIMARRON-FRONTAGE, LLC - Request for a Special Use Permit FOR A RESTAURANT WITH SERVICE BAR at the northeast corner of Sky Pointe Drive and North Cimarron Road (APN 125-21-313-003), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
100. SDR-18926 - PUBLIC HEARING - APPLICANT: METRO PIZZA NORTHWEST - OWNER: CIMARRON-FRONTAGE, LLC - Request for a Site Development Plan Review FOR A 9,831 SQUARE-FOOT RESTAURANT AND RETAIL BUILDING on 1.73 acres at the northeast corner of Sky Pointe Drive and North Cimarron Road (APN 125-21-313-003), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
101. 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
102. 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

- 103.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
- 104.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
- 105.GPA-18818 - ABEYANCE ITEM - 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
- 106.ZON-18819 - ABEYANCE ITEM - 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
- 107.VAR-18820 - ABEYANCE ITEM - 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
- 108.SUP-18821 - ABEYANCE ITEM - 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
- 109.SDR-18822 - ABEYANCE ITEM - 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
- 110.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

- 111.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
- 112.VAR-18312 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC - OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL - Request for a Variance TO ALLOW A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN TO BE A MINIMUM 184 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A SETBACK OF 240 FEET on 1.75 acres adjacent to the south side of Alexander Road, approximately 650 feet east of Cimarron Road (APN 138-09-501-003), C-V (Civic) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 113.SUP-18314 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC - OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL - Request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN on 1.75 acres adjacent to the south side of Alexander Road, approximately 650 feet east of Cimarron Road (APN 138-09-501-003), C-V (Civic) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 114.SUP-18655 - ABEYANCE ITEM - 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
- 115.SUP-18685 - ABEYANCE ITEM - 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
- 116.GPA-16294 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request to Amend a portion of the Southeast Sector Plan of the Master Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: O (OFFICE) on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 117.ZON-16296 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 118.SDR-16292 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request for a Site Development Plan Review FOR THE PROPOSED CONVERSION OF A SINGLE-FAMILY RESIDENCE TO AN OFFICE AND A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN THE FRONT YARD WHERE A 15-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED, TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN THE SIDE YARD WHERE AN EIGHT-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED, AND TO ALLOW A TWO-FOOT LANDSCAPE BUFFER IN THE REAR YARD WHERE EIGHT FEET IS THE MINIMUM REQUIRED on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). NOTE: THIS IS AMENDED TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN A PORTION OF THE SIDE YARD WHERE AN EIGHT-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED AND TO ALLOW A THREE-FOOT LANDSCAPE BUFFER IN THE REAR YARD WHERE EIGHT FEET IS THE MINIMUM REQUIRED. The Planning Commission (7-0 vote) and staff recommend DENIAL

- 119.ZON-17693 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: SHARON TURBIVILLE, DELMAR DINKINS, AND TERRY & KATHRYN KARAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) on 7.27 acres adjacent to the northeast and southeast corners of Bradley Road and Solar Avenue (APNs 125-13-801-005, 125-13-801-006, and 125-13-802-001), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 120.SDR-17694 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: SHARON TURBIVILLE, DELMAR DINKINS, AND TERRY & KATHRYN KARAS - Request for a Site Development Plan Review FOR A 58 LOT SINGLE FAMILY DEVELOPMENT on 7.27 acres adjacent to the northeast and southeast corners of Bradley Road and Solar Avenue (APNs 125-13-801-005, 125-13-801-006, and 125-13-802-001), R-E (Residence Estates) Zone [PROPOSED: R-PD8 (Residential Planned Development - 8 Units Per Acre)], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 121.ZON-18196 - PUBLIC HEARING - APPLICANT/OWNER: BARBARA L. FARMANALI - Request for a Rezoning FROM R-E (RESIDENCE ESTATES) under Resolution of Intent to R-PD4 (RESIDENTIAL PLANNED DEVELOPMENT - 4 UNITS PER ACRE) TO R-PD4 (RESIDENTIAL PLANNED DEVELOPMENT - 4 UNITS PER ACRE) on 2.18 acres on the north side of the Centennial Parkway Alignment approximately 360 feet east of Leon Avenue (APN-125-24-404-007), Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 122.SDR-17727 - PUBLIC HEARING - APPLICANT/OWNER: BARBARA L. FARMANALI - Request for a Site Development Plan Review FOR AN EIGHT-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 2.18 acres adjacent to the north side of Centennial Parkway, approximately 360 feet east of Leon Avenue (APN 125-24-404-007), R-E (Residence Estates) Zone under Resolution of Intent to R-PD4 (Residential Planned Development - 4 Units Per Acre) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 123.VAR-18790 - PUBLIC HEARING - APPLICANT/OWNER: WENDELL D. AND LINDA G. GENTRY - Request for a Variance TO ALLOW A NON-HABITABLE ACCESSORY STRUCTURE TO BE 1,831 SQUARE FEET WHERE 1,148 SQUARE FEET IS THE MAXIMUM ALLOWED on 0.52 acres at 5306 Hickam Avenue (APN: 138-01-702-001), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 124.SUP-18789 - PUBLIC HEARING - APPLICANT/OWNER: WENDELL D. AND LINDA G. GENTRY - Request for a Special Use Permit FOR A NON-HABITABLE ACCESSORY STRUCTURE at 5306 Hickam Avenue (APN: 138-01-702-001), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 125.VAR-19208 - PUBLIC HEARING - APPLICANT: LANDBARON INVESTMENTS - OWNER: MONTECITO IMAGING LLC - Request for a Variance TO ALLOW A 196.5 FOOT HIGH OFFICE BUILDING 382 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 590 FEET on 3.27 acres located at the southwest corner of Deer Springs Way and Riley Street (APN: 125-20-710-006), T-C (Town Center) Zone [Mixed-Use Commercial - Montecito Town Center Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 126.SDR-18870 - PUBLIC HEARING - APPLICANT: LANDBARON INVESTMENTS - OWNER: MONTECITO IMAGING LLC - Request for a Site Development Plan Review FOR A 150,000 SQUARE-FOOT, 12-STORY OFFICE BUILDING WITH A FIVE LEVEL PARKING STRUCTURE AND A WAIVER OF TOWN CENTER CORE BUILD-TO-LINE REQUIREMENTS on 3.27 acres located at the southwest corner of Deer Springs Way and Riley Street (APN: 125-20-710-006), T-C (Town Center) Zone [Mixed-Use Commercial - Montecito Town Center Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 127.SUP-18347 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A PROPOSED 800 SQUARE FOOT CAR WASH, FULL SERVICE on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL

- 128.SUP-18630 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN A PROPOSED SERVICE STATION WITHOUT AUTOMOTIVE REPAIR on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 129.SDR-18349 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LLC - Request for a Major Amendment to an approved Site Development Plan Review FOR A PROPOSED 4,056 SQUARE-FOOT SERVICE STATION WITHOUT AUTOMOTIVE REPAIR, AN 800 SQUARE FOOT CAR WASH, FULL SERVICE, AND A 2,700 SQUARE FOOT RESTAURANT WITH DRIVE-THROUGH on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 130.SUP-18691 - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: FREANEL & SON CHEYENNE, LLC - Request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN ESTABLISHMENT AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT FROM ANOTHER FINANCIAL INSTITUTION, SPECIFIED at 7350 West Cheyenne Avenue, Suite #111 and #112 (APN 138-10-403-031), C-1 (Limited Commercial) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 131.SUP-18902 - PUBLIC HEARING - APPLICANT: PAWN PLUS - OWNER: CHRISTENSEN BROTHERS LLC - Request for a Special Use Permit FOR A PAWN SHOP AND A WAIVER TO ALLOW A 685 FOOT SEPARATION FROM AN EXISTING FINANCIAL INSTITUTION, SPECIFIED WHERE A 1,000 FOOT DISTANCE SEPARATION IS REQUIRED at 854 and 856 East Sahara Avenue (APN 162-03-801-108, 162-03-801-109 and 162-03-801-078), C-1 (Limited Commercial) Zone [C (Commercial) General Plan Designation], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 132.SUP-18910 - PUBLIC HEARING - APPLICANT/OWNER: TERRIBLE HERBST, INC. - Request for a Special Use Permit FOR A LIQUOR STORE IN CONJUNCTION WITH AN APPROVED CONVENIENCE STORE WITH FUEL PUMPS on 0.91 acres on the east side of Desert Foothills Drive approximately 280 feet north of Charleston Boulevard (APN 137-34-818-003), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 133.SDR-18894 - PUBLIC HEARING - APPLICANT: DR. OBTEEN NASSARI - OWNER: 2111 SOUTH MARYLAND LLC - Request for a Site Development Plan Review FOR A PROPOSED 3,530 SQUARE-FOOT, SINGLE-STORY OFFICE BUILDING WITH A WAIVER TO ALLOW A ONE-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A FOUR-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG THE EAST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A WAIVER TO ALLOW A SEVEN-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE A 15 FEET IS REQUIRED on .33 acres at 2111 South Maryland Parkway and 1205 Exley Avenue (APNs 162-02-410-071 and 072), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 134.DIR-19779 - Applicant/Owner: The Chicago Inn - Appeal of the Planning Department interpretation of Title 19.16 regarding the discontinuation of a non-conforming use located at 1502 North Jones Boulevard, Ward 5. Staff recommends DENIAL
- 135.DIR-18616 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: JUNIOR LEAGUE - Request to designate a parcel of land as an Historic Property within the City of Las Vegas on 0.51 acres at 861 Bridger Avenue (APN 139-34-701-002), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

SET DATE

- 136.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

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

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ Consent ☐ Discussion

SUBJECT:

RESOLUTIONS:

R-18-2007 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400 Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$59,400

Funding Source: Capital Projects Fund - Special Assessments

Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:

This resolution defines the time and place for a public hearing on the Final Assessment Roll for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane for the period July 1, 2007 through June 30, 2008.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-18-2007

Motion made by GARY REESE to Approve Items 12-57

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

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

RESOLUTION NO. R-18-2007

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2008) AND CALLING A HEARING ON THE ASSESSMENT ROLL.

Summary: Public Hearing Notice

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

WHEREAS, the City Council, by resolution heretofore adopted, has authorized the proper officers of the City to execute a contract for the Maintenance Project on behalf of the City in accordance with NRS 271.335, for the Maintenance Project, all as provided by law; and

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

WHEREAS, NRS 271.360 and 271.378 provides that the City Council may determine the cost of the Maintenance Project for the fiscal year to be assessed after making the contract, or after determining the net cost to the City; and

WHEREAS, in accordance with NRS 271.360 and 271.378, the City Council has determined and does hereby declare that the net cost to the City for the Maintenance Project for FY2008 (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$59,400, of which \$0.00 is available from other sources and \$59,400 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits and corresponding market value increases from the Maintenance Project; and

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

WHEREAS, the City Council, together with the Engineer, made out a final assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the proposed assessment to be levied thereon. The Engineer has reported the final assessment roll to the City Council and has prepared and filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the improvements to be acquired in the District and only that property, which is so specially benefited, is included on the final assessment roll; and

WHEREAS, the City Council has also determined, and does hereby determine, that the notice for a hearing on the final assessment roll, which is provided for herein, is reasonably calculated to inform each interested person of the proceedings concerning the District, who may directly and adversely affect his or her legally protected rights and interests.

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

Section 1. All actions, proceedings, matters, and things heretofore taken, had, and done by the City and the Officers thereof (not inconsistent with the provisions of this Resolution) concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District, to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
\$59,400	\$59,400	\$0.00

Section 3. The final assessment roll for the District has been examined by the City Council, is tentatively approved, and is ordered filed in the office of the City Clerk.

Section 4. Wednesday, April 4, 2007, at 1:00 P.M., at the City of Las Vegas Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, be, and the same hereby is, fixed as the date, time and place when the City Council will hear and consider complaints, protests and objections to the final

assessment roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing) by the owners of the assessable property specially benefited by the Maintenance Project in "City of Las Vegas, Nevada, Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2008)" and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 5. The City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City and a newspaper of general circulation in the District. Such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication in said newspaper to be at least 15 days prior to the date of the protest hearing. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication in such newspaper and the last publication in the same newspaper. Service by publication shall be verified by the affidavit of the publishers or a designee and filed with the City Clerk. In accordance with NRS 271.380 (2), the City Clerk or Deputy City Clerk shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mail, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last known owner or owners of each tract being assessed at his or their last known address or addresses. Proof of mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk, provided however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) appertaining thereto, have been paid in full, or any claim is barred by an appropriate statute of limitations. The City Council of City of Las Vegas hereby determines that the manner of giving notice herein provided by publication and by registered or certified mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levying of assessments, which may directly and adversely affect their legally protected interests. Such notice shall be provided in NRS 271.380 and shall be substantially in the following form:

(Start of Form)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2008)

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2007-3 for City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2008) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the Director of Public Works, has been filed on March 7, 2007, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Friday 8:00 a.m. until 5:00 p.m. The boundaries of the District are described in the Special Improvement District No. 1485 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance") to defray the annual maintenance costs of a street beautification project (hereinafter the "Maintenance Project"). The boundaries of the District, which include the location of the Maintenance Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property abutting the street as described below. The streets along which the improvements are to be maintained include:

Alta Drive (BOTH SIDES) from western right-of-way of Rancho Drive to approximately 275 feet west of Lacy Lane.

The amounts to be assessed for the Maintenance of the Improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases), provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the Improvements so that assessments according to benefits are equal and uniform.

The amount to be assessed will be levied on an area basis, i.e., the amount of the assessment against each parcel will be in proportion to the area of that parcel as compared to the area of all parcels to be assessed. Each property owner will be assessed for the annual cost of the Maintenance Project. The

landscape maintenance shall include maintenance of all landscape improvements including trees, shrubs, and other plantings, irrigation system and controls, fertilization, electrical and water services. The maintenance shall also include the supply of all required water and electrical power.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the maintenance of improvements in the Maintenance Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 4, 2007, at 1:00 p. m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Friday, March 30, 2007, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

- (1) He is entitled to be represented by counsel at the hearing;
- (2) Any evidence he desires to present on these issues must be presented at the hearing;
and,
- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the amount of the assessment postponed. A person desiring to apply for a hardship determination shall file an application no later than March 30, 2007, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 7, 2007.

BEVERLY K. BRIDGES, CMC, Acting City Clerk

(End of Form)

Section 6. The owner or owners of any lot, tract or parcel of land which is assessed in such final assessment roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, within three (3) days prior to the date set for the hearing, file with the office of the City Clerk his or her complaints, protests, or objections in writing to said assessment.

Section 7. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

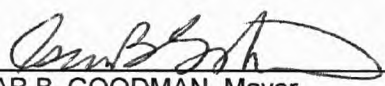
Section 8. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

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

PASSED and APPROVED on March 7, 2007.



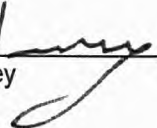
OSCAR B. GOODMAN, Mayor

Attest:



BEVERLY K. BRIDGES, CMC, Acting City Clerk

Approved as to form:

22 FEB 07 W H 
Date Deputy City Attorney

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

I, Beverly K. Bridges, the duly chosen and qualified Acting City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on March 7, 2007.

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

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

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

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

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

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

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

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

6. A copy of such notice so given of the meeting of the City Council on March 7, 2007, is attached to this certificate as Exhibit "A". A copy of the affidavit of publication of the Notice of Public Hearing is attached hereto as Exhibit "B" and a copy of the minutes of the public hearing held on April 4, 2007, is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, I have hereunto set my hand on this April 4, 2007.

(SEAL)



BEVERLY K. BRIDGES, CMC, Acting City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

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

COUNCIL MEMBERS: LARRY BROWN (Ward 4), STEVE WOLFSON (Ward 2),

LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6); VACANT (Ward 5)

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.

March 7, 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. INVOCATION - PASTOR LINDA KELLY, MOUNTAIN VIEW PRESBYTERIAN CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE TEAM OF THE QUARTER
7. RECOGNITION OF WOMEN'S HISTORY MONTH
8. RECOGNITION OF DR. EMIL FREI, III FOR OUTSTANDING ACHIEVEMENTS IN CANCER RESEARCH
9. RECOGNITION OF NATIONAL MULTIPLE SCLEROSIS AWARENESS WEEK

BUSINESS ITEMS - MORNING

10. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
11. Approval of the Final Minutes by reference of the regular City Council meeting of February 7, 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

12. Approval of an Interlocal Agreement between the City of Las Vegas and Washoe County for the transfer of U.S. Department of Homeland Security grant funds to support the State of Nevada Citizen Corps Program (\$20,000 - Multipurpose Special Revenue Fund) - All Wards
13. Approval of an Interlocal Agreement between the City of Las Vegas and the County of Clark for the transfer of \$23,590 grant funding to the City to support the Fire Department's Hazardous Materials Response Program – All Wards

FIELD OPERATIONS - CONSENT

14. Approval of a Cooperative Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for a “park and ride” and transit facility on city property located near the intersection of Durango Drive and Vegas Drive, APNs 138-29-601-003 and 138-29-501-007 - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

16. Approval of Change of Business Name, Change of Ownership and Change of Location for a Tavern License, From: DaSilva Brammall, Inc., dba Beefy's, 4601 West Sahara Avenue, Suite 4, Christina M. DaSilva Brammall, Pres, Secy, Treas, Dir, 98% and Peter H. Brammall, Dir, 2%, To: BD Star, Inc., dba Shotz, 4601 West Sahara Avenue, Suite Y, Brenda Newman, 100% jointly with spouse and Donald Newman, 100% jointly with spouse - Ward 1 (Tarkanian)
17. Approval of a new Restricted Gaming License for 15 slots, United Coin Machine Co, db at Save - A - Lot, 703 North Rancho Drive, Rob Woodson - Ward 5 (Weekly)
18. Approval of Change of Name for a Martial Arts License, From: Nazrat, Inc., dba Bobby Lawrence Karate, To: Nazrat, Inc., dba Mark Lawrence Martial Arts-Karate For Justice, 7510 Westcliff Drive, Mark Lawrence, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)
19. Approval of a Special Event Alcoholic Beverage License for Mexican Patriotic Committee, Location: Freedom Park, 850 North Mojave Drive, Date: March 18, 2007, Type: Special Event Beer/Wine, Event: Family Picnic - Spring Festival, Responsible Person in Charge: Antonio Carranza - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

20. Approval of Agreement No. 06-11545, Engineering Design Services Agreement for the Meadows Alta Parallel Project Phase II - Department of Public Works - Award recommended to: VTN NEVADA (\$1,510,930 - Road and Flood Capital Projects Fund and Sanitation Enterprise Fund) - Ward 1 (Tarkanian)
21. Approval of Contract No. 070280, Construction Management Services for the C-33 Filtration Building at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: CH2M HILL, INC. (\$378,770 - Sanitation Enterprise Fund) - County
22. Approval of Contract No. 070291, Construction Management Services for Centennial Hills Park Phase 3, located at Deer Springs Way and Buffalo Drive - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. (\$896,730.16 - Various Funds) - Ward 6 (Ross)
23. Approval of award of Contract No. 070161 for Accident Investigation Services - Department of Human Resources - Award recommended to: DMA CLAIMS SERVICES (\$80,000 - Liability Insurance and Property Damage Internal Services Fund)
24. 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)
25. Approval of award of Agreement No. 060296-TB for Acquisition, Configuration and Installation of Centracom Elite Console System - Department of Detention and Enforcement - Award recommended to: MOTOROLA, INC. (\$284,846.40 - Communications Internal Service Fund and General Fund)
26. Approval of Contract No. 070306-DK for Facility Development Consulting Services - Office of Business Development - Award recommended to: CONVENTIONS, SPORTS & LEISURE INTERNATIONAL (\$100,000 - General Fund)
27. Approval of award of Modification No. 1 to Software License and Maintenance Agreement - Department of Detention and Enforcement - Award recommended to: PRINCIPAL DECISION SYSTEMS INTERNATIONAL, INC. (\$76,000 - General Fund)

HUMAN RESOURCES - CONSENT

28. Approval to create one regular full time Metropolitan Medical Response System Coordinator for the Fire Rescue - Operations Division of the Fire Department (\$74,303 Salary + \$29,721 Benefits - Metropolitan Medical Response System grant)

LEISURE SERVICES - CONSENT

29. Approval of the Nevada Law Foundation grant awards in the amount of \$30,000 and a supplemental amount of \$3,000, for a total of \$33,000 to the Senior Citizens Law Project (\$33,000 Grant Revenue - Special Revenue Fund) - All Wards

NEIGHBORHOOD SERVICES - CONSENT

30. Approval of the list of junior high and high school students to be nominated by the City of Las Vegas for the Nevada League of Cities and Municipalities Youth Awards Program - All Wards
31. Approval to rescind \$99,900 in Home Investment Partnerships Program/Low-Income Housing Trust Funds (HOME/LIHTF) and allocate \$99,900 in Redevelopment Set Aside (RDA) Funds to Help Las Vegas Housing Corporation II for Phase II of their affordable housing development located at Main Street and Owens Street - Ward 5
32. Approval to enter into agreements to assign and accept the HOME Program conditions with Filiberto E. Montoya to ensure that the properties located at 1675 and 1677 "D" Street will continue to operate as affordable housing for low-income renters per the applicable HOME Investment Partnerships Program regulations - Ward 5 (Weekly)

33. Approval of an additional allocation of up to \$152,817 in Community Development Block Grant (CDBG) funds to the Blind Center of Nevada for an aggregate project total of \$1,152,817 to assist with the cost to rehabilitate the facility located at 1001 North Bruce – Ward 5 (Weekly)

PLANNING & DEVELOPMENT - CONSENT

34. Approval of the Funding Agreement for the 2006 Commission for Cultural Affairs (CCA) grant from the State of Nevada Department of Cultural Affairs, administered by the State Historic Preservation Office (SHPO) in the amount of \$70,000 (Multi-Purpose Special Revenue Fund) for the Westside School, 330 W. Washington Avenue, as identified in the Funding Agreement - Ward 5 (Weekly)

PUBLIC WORKS - CONSENT

35. Approval of an Encroachment Request from Jim Marsh American Corporation, owner (southeast corner of Centennial Parkway and Riley Street) - Ward 6 (Ross)
36. Approval of an Encroachment Request from Veronika Holmes of Gypsy Caravan Antique Village on behalf of Clover Trust, owner (southeast corner of Colorado Avenue and Casino Center Boulevard) - Ward 3 (Reese)
37. Approval of an Encroachment Request from Betty Medina on behalf of Four Queens Hotel and Casino, applicant (Carson Avenue between Casino Center Boulevard and 3rd Street) - Ward 3 (Reese)
38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - R. Lucero and Associates, Inc., on behalf of Alexander Holdings Corporation, owner (southwest corner of Florine Avenue and Fort Apache Road, APNs 138-06-801-006 and -007) - County (near Ward 4 - Brown)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Performance Engineering on behalf of Beazer Homes Holdings Corporation, owner (northeast corner of Centennial Parkway and Tee Pee Lane, APNs 125-19-802-008 and -011) - County (near Ward 6 - Ross)
40. Approval of a Grant of Easement from the City of Las Vegas, a Municipal Corporation to Nevada Power Company for a portion of the Northwest Quarter and the Northeast Quarter of Section 31 and the Northwest Quarter of Section 32, Township 20 South, Range 62 East, Mount Diablo Meridian, lying within the Cedar Avenue Trail alignment to service the Cedar Avenue Trail, APNs 140-32-103-003, 140-31-196-003, -196-004; 140-31-199-026; 140-31-599-018, -599-019; 140-31-501-021; 140-32-103-002 and 140-32-196-001, -196-002, -196-003) - Ward 3 (Reese)
41. Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Southeast Quarter of Section 4, Township 21 South, Range 61 East, Mount Diablo Meridian, for street Right-of-Way for continuation of an alley to complete access to Baltimore Avenue on both sides of the parcel, APN 162-04-813-109 - Ward 3 (Reese)
42. Approval of Interlocal Contract LAS16G07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) for construction management and construction of the Rancho Detention Basin, Phase II (\$5,206,160 - CCRFCDD) - Ward 6 (Ross)
43. Approval of Second Supplemental Interlocal Contract LAS05F03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase engineering design funding for the Alta Parallel System (\$1,700,000 - CCRFCDD) - Ward 1 (Tarkanian)
44. Approval of First Supplemental Interlocal Contract LAS19C05 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to extend the date of completion and increase engineering design funding for the Owens Avenue System (Vegas Storm Drain) Michael Way to Rancho Drive (\$150,000 - CCRFCDD) - Ward 5 (Weekly)
45. Approval of the First Supplemental Interlocal Contract for the Annual Maintenance Work Program between the City of Las Vegas and the Clark County Regional Flood Control District to add the Washington Avenue Channel and the location of facilities to be maintained for Fiscal Year 2006/2007 - All Wards

46. Approval of Interlocal Contract 548 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for engineering design and right-of-way for the City of Las Vegas' Fiscal Year 2007 Bus Turnout Project (\$250,000 - RTC) - Ward 3 (Reese)
47. Approval of Supplemental No. 5 to Interlocal Contract 435e between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding for right-of-way for the Martin L. King Boulevard, Palomino Lane to Carey Avenue project (\$160,000 - RTC) - Ward 5 (Weekly)
48. Approval of Supplemental No. 6 to Interlocal Contract 388f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funding for the Alexander/Hualapai, Cheyenne Avenue to Cimarron Road project (-\$410,000 - Regional Transportation Commission) - Ward 4 (Brown)
49. Approval of Supplemental No. 3 to Interlocal Contract 288c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Buffalo Drive, Cheyenne Avenue to Lone Mountain Road - Ward 4 (Brown)
50. Approval of Supplemental Interlocal Contract 481a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the City Parkway, D Street Connector Alignment Study - Ward 5 (Weekly)
51. Approval to rescind the December 20, 2006 Council action approving Supplemental No. 2 to Interlocal Contract 496b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Elkhorn Road Overpass at US-95 - Ward 6 (Ross)
52. Approval of Supplemental No. 2 to Interlocal Contract 469b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Elkhorn Road Overpass at US-95 - Ward 6 (Ross)

RESOLUTIONS - CONSENT

53. R-16-2007 - Approval of a Resolution of intent to issue Economic Development Revenue Bonds not to exceed \$75,000,000 to finance the acquisition, construction, and installation of a project for Keep Memory Alive (KMA) to build the Lou Ruvo Brain Institute in Union Park; fixing the time and place of the public hearing concerning such bonds - Ward 5 (Weekly)
54. R-17-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll 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)
55. R-18-2007 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400 Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)
56. R-19-2007 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to Prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)
57. R-20-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) (\$481,988.99 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

58. Report from the City Manager on Emerging Issues

59. Discussion and possible action concerning the status of 2007 legislative issues - All Wards

CITY ATTORNEY - DISCUSSION

60. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Lance Justin Apollo, 9620 West Russell Road, #1122, Las Vegas, Nevada 89148

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

61. ABEYANCE ITEM - 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)
62. Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 15 slots, Miklis Corp, dba Andy Capz Pub, 1631 North Decatur Boulevard, Michael L. Biegacz, Dir, Pres, 50% jointly with spouse and Lisa R. Biegacz, 50% jointly with spouse - Ward 5 (Weekly)
63. Discussion and possible action regarding a Six Month Review for a Tavern License and a Restricted Gaming License for 15 slots, Dick's Liquors, Inc., dba Cooler Lounge, 1905 North Decatur Boulevard, JoAnn Milton, Pres - Ward 5 (Weekly)
64. Discussion and possible action regarding a Six Month Review for a Canteen Manager for a Non Profit Club License, V. F. W. Post #10057, dba V. F. W. Post 10057, 1905 H Street, Albert Young, Canteen Mgr - Ward 5 (Weekly)
65. Discussion and possible action regarding Temporary Approval of a new Pawnbroker License subject to the provisions of the planning and fire codes, Candice Limon, dba MNM Pawn, 3227 Meade Avenue, Suite 3B, Candice E. Limon, 100% - Ward 1 (Tarkanian)
66. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, Lolita Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Lolita Evans, 50% - Ward 3 (Reese)

NEIGHBORHOOD SERVICES - DISCUSSION

67. Discussion and possible action on an allocation of \$223,372 in FY 2007-2008 Emergency Shelter Grant (ESG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards
68. Discussion and possible action on an allocation of \$5,251,820 in FY 2007-2008 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards
69. Discussion and possible action on an allocation of \$882,000 in FY 2007-2008 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

PUBLIC WORKS - DISCUSSION

70. Public hearing regarding the Clark County Regional Flood Control District's approval of a Master Plan Amendment for the Meadows Alta Parallel Planning Area - Ward 1 (Tarkanian)
71. Public hearing regarding Clark County Regional Flood Control District's Approval of a Master Plan Amendment for Racel Street Collector Planning Area - Ward 6 (Ross)

BOARDS & COMMISSIONS - DISCUSSION

72. ANIMAL ADVISORY COMMITTEE - Susan Butche, Term Expiration 4-5-2007
73. PARK & RECREATION ADVISORY COMMISSION - Lisa B. Sherman, Term Expiration 4/1/2007; Malcolm D. White, Term Expiration 4/7/2007

74. LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES – Dr. Aldo Aguirre, Term Expiration 4-3-2007
75. AUDIT OVERSIGHT COMMITTEE – Councilman Lawrence Weekly, Term Expiration 6-18-2007

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

76. Bill No. 2007-5 – Allows the use “accessory massage” as an accessory use in certain zoning districts. Sponsored by: Councilman Larry Brown
77. 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

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

78. Bill No. 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
79. 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

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

80. Bill No. 2007-10 – Repeals Chapters 10.44 and 11.68 of the Municipal Code, relating to solicitation and to the City’s Pedestrian Mall, respectively, and redesignates Chapters 10.44A and 11.68A as Chapters 10.44 and 11.68, respectively. Proposed by: Bradford R. Jerbic, City Attorney
81. Bill No. 2007-11 - Levies Assessment for Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road). Sponsored by: Step Requirement
82. Bill No. 2007-12 - Levies Assessment for Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

83. 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

84. 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)
85. ABEYANCE ITEM - 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)
86. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 1405 S. Casino Center Blvd. PROPERTY OWNER: MARTIN TODD GROUP - Ward 3 (Reese)
87. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 1913 S. 11th Street. PROPERTY OWNER: JAMES R. KENT - Ward 3 (Reese)
88. Public Hearing to consider the report of expenses to recover costs for abatement of vacant lot north of 804 Sunny Place (APN: 139-28-304-003) and assess civil penalties. PROPERTY OWNER: THOMAS & THERESA M. ALBANESE - Ward 5 (Weekly)
89. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 629 W. McWilliams Avenue. PROPERTY OWNER: TOUY KEN - Ward 5 (Weekly)
90. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 5953 Round Castle Street. PROPERTY OWNER: BANK OF AMERICA NA - Ward 6 (Ross)

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

91. EOT-18785 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Rezoning (ZON-5121) FROM: U (UNDEVELOPED) [GC (GENERAL COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-2 (GENERAL COMMERCIAL) TO: R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL
92. EOT-19549 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Variance (VAR-5124) TO ALLOW 0.44 ACRES OF OPEN SPACE WHERE 0.66 ACRES IS THE MINIMUM REQUIRED FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL

93. EOT-19548 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5122) FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL
94. EOT-19407 - APPLICANT/OWNER: GABRIEL MANRIQUEZ - Request for an Extension of Time of an approved Rezoning (ZON-5726) which allowed a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: PR (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), Ward 3 (Reese). Staff recommends APPROVAL
95. EOT-19431 - APPLICANT/OWNER: GABRIEL MANRIQUEZ - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5727) FOR A 1,495 SQUARE-FOOT RESIDENTIAL TO OFFICE CONVERSION AND WAIVERS OF LANDSCAPE AND BUFFER REQUIREMENTS on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), Ward 3 (Reese). Staff recommends APPROVAL
96. EOT-19400 - APPLICANT: SCOTT ASHJIAN - OWNER: W.I.T. BRO, INC. - Request for an Extension of Time of an approved Special Use Permit (SUP-5554) FOR A PROPOSED AUTO DETAIL FACILITY at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone, Ward 4 (Brown). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

97. ZON-18972 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Rezoning FROM O (OFFICE) TO C-1 (LIMITED COMMERCIAL) on 0.85 acres at 1506 South Jones Boulevard (APN-163-01-201-006), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
98. VAR-18973 - PUBLIC HEARING - APPLICANT/OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Variance TO ALLOW A FRONT SETBACK OF 15 FEET WHERE 20 FEET IS THE MINIMUM REQUIRED FOR A PROPOSED 21,551 SQUARE-FOOT OFFICE BUILDING on 0.85 acres at 1506 South Jones Boulevard (APN-163-01-201-006), O (Office) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
99. SUP-18927 - PUBLIC HEARING - APPLICANT: METRO PIZZA NORTHWEST - OWNER: CIMARRON-FRONTAGE, LLC - Request for a Special Use Permit FOR A RESTAURANT WITH SERVICE BAR at the northeast corner of Sky Pointe Drive and North Cimarron Road (APN 125-21-313-003), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
100. SDR-18926 - PUBLIC HEARING - APPLICANT: METRO PIZZA NORTHWEST - OWNER: CIMARRON-FRONTAGE, LLC - Request for a Site Development Plan Review FOR A 9,831 SQUARE-FOOT RESTAURANT AND RETAIL BUILDING on 1.73 acres at the northeast corner of Sky Pointe Drive and North Cimarron Road (APN 125-21-313-003), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
101. 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
102. 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

- 103.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
- 104.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
- 105.GPA-18818 - ABEYANCE ITEM - 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
- 106.ZON-18819 - ABEYANCE ITEM - 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
- 107.VAR-18820 - ABEYANCE ITEM - 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
- 108.SUP-18821 - ABEYANCE ITEM - 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
- 109.SDR-18822 - ABEYANCE ITEM - 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
- 110.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

- 111.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
- 112.VAR-18312 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC - OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL - Request for a Variance TO ALLOW A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN TO BE A MINIMUM 184 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A SETBACK OF 240 FEET on 1.75 acres adjacent to the south side of Alexander Road, approximately 650 feet east of Cimarron Road (APN 138-09-501-003), C-V (Civic) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 113.SUP-18314 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC - OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL - Request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN on 1.75 acres adjacent to the south side of Alexander Road, approximately 650 feet east of Cimarron Road (APN 138-09-501-003), C-V (Civic) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 114.SUP-18655 - ABEYANCE ITEM - 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
- 115.SUP-18685 - ABEYANCE ITEM - 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
- 116.GPA-16294 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request to Amend a portion of the Southeast Sector Plan of the Master Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: O (OFFICE) on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 117.ZON-16296 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 118.SDR-16292 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request for a Site Development Plan Review FOR THE PROPOSED CONVERSION OF A SINGLE-FAMILY RESIDENCE TO AN OFFICE AND A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN THE FRONT YARD WHERE A 15-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED, TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN THE SIDE YARD WHERE AN EIGHT-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED, AND TO ALLOW A TWO-FOOT LANDSCAPE BUFFER IN THE REAR YARD WHERE EIGHT FEET IS THE MINIMUM REQUIRED on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). NOTE: THIS IS AMENDED TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN A PORTION OF THE SIDE YARD WHERE AN EIGHT-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED AND TO ALLOW A THREE-FOOT LANDSCAPE BUFFER IN THE REAR YARD WHERE EIGHT FEET IS THE MINIMUM REQUIRED. The Planning Commission (7-0 vote) and staff recommend DENIAL
- 119.ZON-17693 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: SHARON TURBIVILLE, DELMAR DINKINS, AND TERRY & KATHRYN KARAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) on 7.27 acres

adjacent to the northeast and southeast corners of Bradley Road and Solar Avenue (APNs 125-13-801-005, 125-13-801-006, and 125-13-802-001), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

- 120.SDR-17694 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: SHARON TURBIVILLE, DELMAR DINKINS, AND TERRY & KATHRYN KARAS - Request for a Site Development Plan Review FOR A 58 LOT SINGLE FAMILY DEVELOPMENT on 7.27 acres adjacent to the northeast and southeast corners of Bradley Road and Solar Avenue (APNs 125-13-801-005, 125-13-801-006, and 125-13-802-001), R-E (Residence Estates) Zone [PROPOSED: R-PD8 (Residential Planned Development - 8 Units Per Acre)], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 121.ZON-18196 - PUBLIC HEARING - APPLICANT/OWNER: BARBARA L. FARMANALI - Request for a Rezoning FROM R-E (RESIDENCE ESTATES) under Resolution of Intent to R-PD4 (RESIDENTIAL PLANNED DEVELOPMENT - 4 UNITS PER ACRE) TO R-PD4 (RESIDENTIAL PLANNED DEVELOPMENT - 4 UNITS PER ACRE) on 2.18 acres on the north side of the Centennial Parkway Alignment approximately 360 feet east of Leon Avenue (APN-125-24-404-007), Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 122.SDR-17727 - PUBLIC HEARING - APPLICANT/OWNER: BARBARA L. FARMANALI - Request for a Site Development Plan Review FOR AN EIGHT-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 2.18 acres adjacent to the north side of Centennial Parkway, approximately 360 feet east of Leon Avenue (APN 125-24-404-007), R-E (Residence Estates) Zone under Resolution of Intent to R-PD4 (Residential Planned Development - 4 Units Per Acre) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 123.VAR-18790 - PUBLIC HEARING - APPLICANT/OWNER: WENDELL D. AND LINDA G. GENTRY - Request for a Variance TO ALLOW A NON-HABITABLE ACCESSORY STRUCTURE TO BE 1,831 SQUARE FEET WHERE 1,148 SQUARE FEET IS THE MAXIMUM ALLOWED on 0.52 acres at 5306 Hickam Avenue (APN: 138-01-702-001), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 124.SUP-18789 - PUBLIC HEARING - APPLICANT/OWNER: WENDELL D. AND LINDA G. GENTRY - Request for a Special Use Permit FOR A NON-HABITABLE ACCESSORY STRUCTURE at 5306 Hickam Avenue (APN: 138-01-702-001), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 125.VAR-19208 - PUBLIC HEARING - APPLICANT: LANDBARON INVESTMENTS - OWNER: MONTECITO IMAGING LLC - Request for a Variance TO ALLOW A 196.5 FOOT HIGH OFFICE BUILDING 382 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 590 FEET on 3.27 acres located at the southwest corner of Deer Springs Way and Riley Street (APN: 125-20-710-006), T-C (Town Center) Zone [Mixed-Use Commercial - Montecito Town Center Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 126.SDR-18870 - PUBLIC HEARING - APPLICANT: LANDBARON INVESTMENTS - OWNER: MONTECITO IMAGING LLC - Request for a Site Development Plan Review FOR A 150,000 SQUARE-FOOT, 12-STORY OFFICE BUILDING WITH A FIVE LEVEL PARKING STRUCTURE AND A WAIVER OF TOWN CENTER CORE BUILD-TO-LINE REQUIREMENTS on 3.27 acres located at the southwest corner of Deer Springs Way and Riley Street (APN: 125-20-710-006), T-C (Town Center) Zone [Mixed-Use Commercial - Montecito Town Center Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 127.SUP-18347 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A PROPOSED 800 SQUARE FOOT CAR WASH, FULL SERVICE on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 128.SUP-18630 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN A PROPOSED SERVICE STATION WITHOUT AUTOMOTIVE REPAIR on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to

C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL

- 129.SDR-18349 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LLC - Request for a Major Amendment to an approved Site Development Plan Review FOR A PROPOSED 4,056 SQUARE-FOOT SERVICE STATION WITHOUT AUTOMOTIVE REPAIR, AN 800 SQUARE FOOT CAR WASH, FULL SERVICE, AND A 2,700 SQUARE FOOT RESTAURANT WITH DRIVE-THROUGH on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 130.SUP-18691 - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: FREANEL & SON CHEYENNE, LLC - Request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN ESTABLISHMENT AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT FROM ANOTHER FINANCIAL INSTITUTION, SPECIFIED at 7350 West Cheyenne Avenue, Suite #111 and #112 (APN 138-10-403-031), C-1 (Limited Commercial) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 131.SUP-18902 - PUBLIC HEARING - APPLICANT: PAWN PLUS - OWNER: CHRISTENSEN BROTHERS LLC - Request for a Special Use Permit FOR A PAWN SHOP AND A WAIVER TO ALLOW A 685 FOOT SEPARATION FROM AN EXISTING FINANCIAL INSTITUTION, SPECIFIED WHERE A 1,000 FOOT DISTANCE SEPARATION IS REQUIRED at 854 and 856 East Sahara Avenue (APN 162-03-801-108, 162-03-801-109 and 162-03-801-078), C-1 (Limited Commercial) Zone [C (Commercial) General Plan Designation], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 132.SUP-18910 - PUBLIC HEARING - APPLICANT/OWNER: TERRIBLE HERBST, INC. - Request for a Special Use Permit FOR A LIQUOR STORE IN CONJUNCTION WITH AN APPROVED CONVENIENCE STORE WITH FUEL PUMPS on 0.91 acres on the east side of Desert Foothills Drive approximately 280 feet north of Charleston Boulevard (APN 137-34-818-003), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 133.SDR-18894 - PUBLIC HEARING - APPLICANT: DR. OBTEEN NASSARI - OWNER: 2111 SOUTH MARYLAND LLC - Request for a Site Development Plan Review FOR A PROPOSED 3,530 SQUARE-FOOT, SINGLE-STORY OFFICE BUILDING WITH A WAIVER TO ALLOW A ONE-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A FOUR-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG THE EAST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A WAIVER TO ALLOW A SEVEN-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE A 15 FEET IS REQUIRED on .33 acres at 2111 South Maryland Parkway and 1205 Exley Avenue (APNs 162-02-410-071 and 072), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 134.DIR-19779 - Applicant/Owner: The Chicago Inn - Appeal of the Planning Department interpretation of Title 19.16 regarding the discontinuation of a non-conforming use located at 1502 North Jones Boulevard, Ward 5. Staff recommends DENIAL
- 135.DIR-18616 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: JUNIOR LEAGUE - Request to designate a parcel of land as an Historic Property within the City of Las Vegas on 0.51 acres at 861 Bridger Avenue (APN 139-34-701-002), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

SET DATE

- 136.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

- 137.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

Exhibit "B"

(Attach Affidavit of Publication of Notice of Public Hearing)

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

RECEIVED
CITY CLERK

2007 APR 12 A 10:35

Stacey M. Lewis, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

LV CITY CLERK

2296311LV

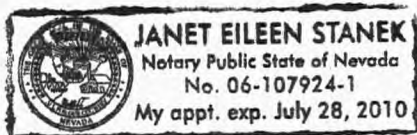
1719247

was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 3 edition(s) of said newspaper issued from 03/19/2007 to 04/02/2007, on the following days:

03/19/2007

03/26/2007

04/02/2007



Signed: _____

Stacey M. Lewis

SUBSCRIBED AND SWORN BEFORE ME THIS, THE

2nd day of *April*, 2007.

Notary Public

Janet E. Stanek

Exhibit "C"

(Attach minutes of public hearing on April 4, 2007)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **Consent** ☐ **Discussion**

SUBJECT:

RESOLUTIONS:

R-19-2007 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to Prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$59,400

Funding Source: Capital Projects Fund - Special Assessments

Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:

This resolution directs the Director of Public Works to prepare the Final Assessment Roll for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The fiscal amount reflects the estimated maintenance costs from July 1, 2007 through June 30, 2008.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-19-2007

Motion made by GARY REESE to Approve Items 12-57

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

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

RESOLUTION NO. R-19-2007

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2008); DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE DIRECTOR OF PUBLIC WORKS TO PREPARE THE FINAL ASSESSMENT ROLL AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

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

WHEREAS, the City Council by resolution heretofore adopted has authorized the proper officers of the City to execute a contract for the Maintenance Project on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that the entire cost and expense of the Maintenance Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Maintenance Project to be acquired in the District, and only the property which is so specially benefited, is to be included on the final assessment roll; and,

WHEREAS, in accordance with NRS 271.360 and 271.378, the City Council has determined and does hereby declare that the net cost to the City for the Maintenance Project in the District for FY2008 (including all necessary incidentals, which either have been or will be incurred in connection with the District) is \$59,400 of which \$0.00 is available from other sources and \$59,400 is to be assessed upon the benefited lots, tracts and parcels of land in the District.

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

Section 1. All actions, proceedings, and matters heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. All of the total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available From Other Sources
\$59,400	\$59,400	\$0.00

Section 3. The Director of Public Works (hereinafter the "Engineer") be, and he is hereby authorized, ordered and directed, with the assistance of the City Engineer Division, to make out and prepare, an assessment roll for the District containing, among other things:

(1) The name and address of each last known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Maintenance Project.

Section 4. Immediately upon the adoption of this Resolution, the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the assessment roll, pursuant to Section 3 of this Resolution, he shall report the assessment roll to the Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the assessment roll.

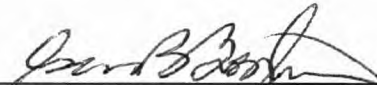
Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the preparation of all further necessary legal proceedings, assessment rolls and lists, supplemental report(s) on benefits, and other items necessary or desirable for the completion of the District.

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

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

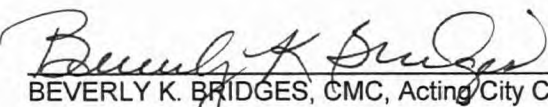
Section 8. The City Council has determined and declares, that this Resolution shall be in effect upon its passage in accordance with the law.

PASSED AND APPROVED on March 7, 2007.



OSCAR B. GOODMAN, Mayor

Attest:



BEVERLY K. BRIDGES, CMC, Acting City Clerk

Approved as to Form:

22 FEB 07 W 2

Date Deputy City Attorney

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

I, Beverly K. Bridges, the duly chosen and qualified Acting City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on March 7, 2007.

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

Those Voting Aye:	Oscar B. Goodman Gary Reese Larry Brown Steve Wolfson Lois Tarkanian Steven D. Ross
-------------------	--

Those Voting Nay:	None
-------------------	------

Those Absent:	None
---------------	------

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

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

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

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

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

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

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

6. A copy of such notice so given of the meeting of the City Council on March 7, 2007, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this March 7, 2007.

(SEAL)

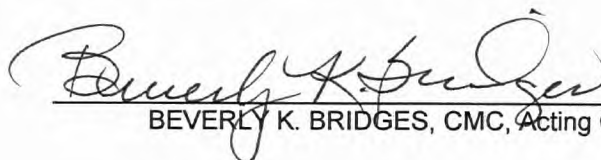

BEVERLY K. BRIDGES, CMC, Acting City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)



CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

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

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

STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)

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

March 07, 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. INVOCATION - PASTOR LINDA KELLY, MOUNTAIN VIEW PRESBYTERIAN CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE TEAM OF THE QUARTER
7. RECOGNITION OF WOMEN'S HISTORY MONTH
8. RECOGNITION OF DR. EMIL FREI, III FOR OUTSTANDING ACHIEVEMENTS IN CANCER RESEARCH
9. RECOGNITION OF NATIONAL MULTIPLE SCLEROSIS AWARENESS WEEK

BUSINESS ITEMS - MORNING

10. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
11. Approval of the Final Minutes by reference of the regular City Council meeting of February 7, 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

12. Approval of an Interlocal Agreement between the City of Las Vegas and Washoe County for the transfer of U.S. Department of Homeland Security grant funds to support the State of Nevada Citizen Corps Program (\$20,000 - Multipurpose Special Revenue Fund) - All Wards
13. Approval of an Interlocal Agreement between the City of Las Vegas and the County of Clark for the transfer of \$23,590 grant funding to the City to support the Fire Department's Hazardous Materials Response Program - All Wards

FIELD OPERATIONS - CONSENT

14. Approval of a Cooperative Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for a "park and ride" and transit facility on city property located near the intersection of Durango Drive and Vegas Drive, APNs 138-29-601-003 and 138-29-501-007 - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

16. Approval of Change of Business Name, Change of Ownership and Change of Location for a Tavern License, From: DaSilva Brammall, Inc., dba Beefy's, 4601 West Sahara Avenue, Suite 4, Christina M. DaSilva Brammall, Pres, Secy, Treas, Dir, 98% and Peter H. Brammall, Dir, 2%, To: BD Star, Inc., dba Shotz, 4601 West Sahara Avenue, Suite Y, Brenda Newman, 100% jointly with spouse and Donald Newman, 100% jointly with spouse - Ward 1 (Tarkanian)
17. Approval of a new Restricted Gaming License for 15 slots, United Coin Machine Co, db at Save - A - Lot, 703 North Rancho Drive, Rob Woodson - Ward 5 (Weekly)
18. Approval of Change of Name for a Martial Arts License, From: Nazrat, Inc., dba Bobby Lawrence Karate, To: Nazrat, Inc., dba Mark Lawrence Martial Arts-Karate For Justice, 7510 Westcliff Drive, Mark Lawrence, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)
19. Approval of a Special Event Alcoholic Beverage License for Mexican Patriotic Committee, Location: Freedom Park, 850 North Mojave Drive, Date: March 18, 2007, Type: Special Event Beer/Wine, Event: Family Picnic - Spring Festival, Responsible Person in Charge: Antonio Carranza - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

20. Approval of Agreement No. 06-11545, Engineering Design Services Agreement for the Meadows Alta Parallel Project Phase II - Department of Public Works - Award recommended to: VTN NEVADA (\$1,510,930 - Road and Flood Capital Projects Fund and Sanitation Enterprise Fund) - Ward 1 (Tarkanian)
21. Approval of Contract No. 070280, Construction Management Services for the C-33 Filtration Building at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: CH2M HILL, INC. (\$378,770 - Sanitation Enterprise Fund) - County
22. Approval of Contract No. 070291, Construction Management Services for Centennial Hills Park Phase 3, located at Deer Springs Way and Buffalo Drive - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. (\$896,730.16 - Various Funds) - Ward 6 (Ross)
23. Approval of award of Contract No. 070161 for Accident Investigation Services - Department of Human Resources - Award recommended to: DMA CLAIMS SERVICES (\$80,000 - Liability Insurance and Property Damage Internal Services Fund)
24. 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)
25. Approval of award of Agreement No. 060296-TB for Acquisition, Configuration and Installation of Centracom Elite Console System - Department of Detention and Enforcement - Award recommended to: MOTOROLA, INC. (\$284,846.40 - Communications Internal Service Fund and General Fund)
26. Approval of Contract No. 070306-DK for Facility Development Consulting Services - Office of Business Development - Award recommended to: CONVENTIONS, SPORTS & LEISURE INTERNATIONAL (\$100,000 - General Fund)
27. Approval of award of Modification No. 1 to Software License and Maintenance Agreement - Department of Detention and Enforcement - Award recommended to: PRINCIPAL DECISION SYSTEMS INTERNATIONAL, INC. (\$76,000 - General Fund)

HUMAN RESOURCES - CONSENT

28. Approval to create one regular full time Metropolitan Medical Response System Coordinator for the Fire Rescue - Operations Division of the Fire Department (\$74,303 Salary + \$29,721 Benefits - Metropolitan Medical Response System grant)

LEISURE SERVICES - CONSENT

29. Approval of the Nevada Law Foundation grant awards in the amount of \$30,000 and a supplemental amount of \$3,000, for a total of \$33,000 to the Senior Citizens Law Project (\$33,000 Grant Revenue - Special Revenue Fund) - All Wards

NEIGHBORHOOD SERVICES - CONSENT

30. Approval of the list of junior high and high school students to be nominated by the City of Las Vegas for the Nevada League of Cities and Municipalities Youth Awards Program - All Wards
31. Approval to rescind \$99,900 in Home Investment Partnerships Program/Low-Income Housing Trust Funds (HOME/LIHTF) and allocate \$99,900 in Redevelopment Set Aside (RDA) Funds to Help Las Vegas Housing Corporation II for Phase II of their affordable housing development located at Main Street and Owens Street - Ward 5
32. Approval to enter into agreements to assign and accept the HOME Program conditions with Filiberto E. Montoya to ensure that the properties located at 1675 and 1677 "D" Street will continue to operate as affordable housing for low-income renters per the applicable HOME Investment Partnerships Program regulations - Ward 5 (Weekly)

33. Approval of an additional allocation of up to \$152,817 in Community Development Block Grant (CDBG) funds to the Blind Center of Nevada for an aggregate project total of \$1,152,817 to assist with the cost to rehabilitate the facility located at 1001 North Bruce – Ward 5 (Weekly)

PLANNING & DEVELOPMENT - CONSENT

34. Approval of the Funding Agreement for the 2006 Commission for Cultural Affairs (CCA) grant from the State of Nevada Department of Cultural Affairs, administered by the State Historic Preservation Office (SHPO) in the amount of \$70,000 (Multi-Purpose Special Revenue Fund) for the Westside School, 330 W. Washington Avenue, as identified in the Funding Agreement - Ward 5 (Weekly)

PUBLIC WORKS - CONSENT

35. Approval of an Encroachment Request from Jim Marsh American Corporation, owner (southeast corner of Centennial Parkway and Riley Street) - Ward 6 (Ross)
36. Approval of an Encroachment Request from Veronika Holmes of Gypsy Caravan Antique Village on behalf of Clover Trust, owner (southeast corner of Colorado Avenue and Casino Center Boulevard) - Ward 3 (Reese)
37. Approval of an Encroachment Request from Betty Medina on behalf of Four Queens Hotel and Casino, applicant (Carson Avenue between Casino Center Boulevard and 3rd Street) - Ward 3 (Reese)
38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - R. Lucero and Associates, Inc., on behalf of Alexander Holdings Corporation, owner (southwest corner of Florine Avenue and Fort Apache Road, APNs 138-06-801-006 and -007) - County (near Ward 4 - Brown)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Performance Engineering on behalf of Beazer Homes Holdings Corporation, owner (northeast corner of Centennial Parkway and Tee Pee Lane, APNs 125-19-802-008 and -011) - County (near Ward 6 - Ross)
40. Approval of a Grant of Easement from the City of Las Vegas, a Municipal Corporation to Nevada Power Company for a portion of the Northwest Quarter and the Northeast Quarter of Section 31 and the Northwest Quarter of Section 32, Township 20 South, Range 62 East, Mount Diablo Meridian, lying within the Cedar Avenue Trail alignment to service the Cedar Avenue Trail, APNs 140-32-103-003, 140-31-196-003, -196-004; 140-31-199-026; 140-31-599-018, -599-019; 140-31-501-021; 140-32-103-002 and 140-32-196-001, -196-002, -196-003) - Ward 3 (Reese)
41. Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Southeast Quarter of Section 4, Township 21 South, Range 61 East, Mount Diablo Meridian, for street Right-of-Way for continuation of an alley to complete access to Baltimore Avenue on both sides of the parcel, APN 162-04-813-109 - Ward 3 (Reese)
42. Approval of Interlocal Contract LAS16G07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) for construction management and construction of the Rancho Detention Basin, Phase II (\$5,206,160 - CCRFC) - Ward 6 (Ross)
43. Approval of Second Supplemental Interlocal Contract LAS05F03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) to increase engineering design funding for the Alta Parallel System (\$1,700,000 - CCRFC) - Ward 1 (Tarkanian)
44. Approval of First Supplemental Interlocal Contract LAS19C05 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) to extend the date of completion and increase engineering design funding for the Owens Avenue System (Vegas Storm Drain) Michael Way to Rancho Drive (\$150,000 - CCRFC) - Ward 5 (Weekly)
45. Approval of the First Supplemental Interlocal Contract for the Annual Maintenance Work Program between the City of Las Vegas and the Clark County Regional Flood Control District to add the Washington Avenue Channel and the location of facilities to be maintained for Fiscal Year 2006/2007 - All Wards

46. Approval of Interlocal Contract 548 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for engineering design and right-of-way for the City of Las Vegas' Fiscal Year 2007 Bus Turnout Project (\$250,000 - RTC) - Ward 3 (Reese)
47. Approval of Supplemental No. 5 to Interlocal Contract 435e between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding for right-of-way for the Martin L. King Boulevard, Palomino Lane to Carey Avenue project (\$160,000 - RTC) - Ward 5 (Weekly)
48. Approval of Supplemental No. 6 to Interlocal Contract 388f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funding for the Alexander/Hualapai, Cheyenne Avenue to Cimarron Road project (-\$410,000 - Regional Transportation Commission) - Ward 4 (Brown)
49. Approval of Supplemental No. 3 to Interlocal Contract 288c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Buffalo Drive, Cheyenne Avenue to Lone Mountain Road - Ward 4 (Brown)
50. Approval of Supplemental Interlocal Contract 481a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the City Parkway, D Street Connector Alignment Study - Ward 5 (Weekly)
51. Approval to rescind the December 20, 2006 Council action approving Supplemental No. 2 to Interlocal Contract 496b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Elkhorn Road Overpass at US-95 - Ward 6 (Ross)
52. Approval of Supplemental No. 2 to Interlocal Contract 469b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Elkhorn Road Overpass at US-95 - Ward 6 (Ross)

RESOLUTIONS - CONSENT

53. R-16-2007 - Approval of a Resolution of intent to issue Economic Development Revenue Bonds not to exceed \$75,000,000 to finance the acquisition, construction, and installation of a project for Keep Memory Alive (KMA) to build the Lou Ruvo Brain Institute in Union Park; fixing the time and place of the public hearing concerning such bonds - Ward 5 (Weekly)
54. R-17-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll 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)
55. R-18-2007 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400 Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)
56. R-19-2007 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to Prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)
57. R-20-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) (\$481,988.99 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

58. Report from the City Manager on Emerging Issues

59. Discussion and possible action concerning the status of 2007 legislative issues - All Wards

CITY ATTORNEY - DISCUSSION

60. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Lance Justin Apollo, 9620 West Russell Road, #1122, Las Vegas, Nevada 89148

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

61. ABEYANCE ITEM - 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)
62. Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 15 slots, Miklis Corp, dba Andy Capz Pub, 1631 North Decatur Boulevard, Michael L. Biegacz, Dir, Pres, 50% jointly with spouse and Lisa R. Biegacz, 50% jointly with spouse - Ward 5 (Weekly)
63. Discussion and possible action regarding a Six Month Review for a Tavern License and a Restricted Gaming License for 15 slots, Dick's Liquors, Inc., dba Cooler Lounge, 1905 North Decatur Boulevard, JoAnn Milton, Pres - Ward 5 (Weekly)
64. Discussion and possible action regarding a Six Month Review for a Canteen Manager for a Non Profit Club License, V. F. W. Post #10057, dba V. F. W. Post 10057, 1905 H Street, Albert Young, Canteen Mgr - Ward 5 (Weekly)
65. Discussion and possible action regarding Temporary Approval of a new Pawnbroker License subject to the provisions of the planning and fire codes, Candice Limon, dba MNM Pawn, 3227 Meade Avenue, Suite 3B, Candice E. Limon, 100% - Ward 1 (Tarkanian)
66. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, Lolita Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Lolita Evans, 50% - Ward 3 (Reese)

NEIGHBORHOOD SERVICES - DISCUSSION

67. Discussion and possible action on an allocation of \$223,372 in FY 2007-2008 Emergency Shelter Grant (ESG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards
68. Discussion and possible action on an allocation of \$5,251,820 in FY 2007-2008 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards
69. Discussion and possible action on an allocation of \$882,000 in FY 2007-2008 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

PUBLIC WORKS - DISCUSSION

70. Public hearing regarding the Clark County Regional Flood Control District's approval of a Master Plan Amendment for the Meadows Alta Parallel Planning Area - Ward 1 (Tarkanian)
71. Public hearing regarding Clark County Regional Flood Control District's Approval of a Master Plan Amendment for Racel Street Collector Planning Area - Ward 6 (Ross)

BOARDS & COMMISSIONS - DISCUSSION

72. ANIMAL ADVISORY COMMITTEE - Susan Butche, Term Expiration 4-5-2007
73. PARK & RECREATION ADVISORY COMMISSION - Lisa B. Sherman, Term Expiration 4/1/2007; Malcolm D. White, Term Expiration 4/7/2007

74. LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES – Dr. Aldo Aguirre, Term Expiration 4-3-2007

75. AUDIT OVERSIGHT COMMITTEE – Councilman Lawrence Weekly, Term Expiration 6-18-2007

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

76. Bill No. 2007-5 – Allows the use “accessory massage” as an accessory use in certain zoning districts. Sponsored by: Councilman Larry Brown

77. 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

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

78. Bill No. 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

79. 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

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

80. Bill No. 2007-10 – Repeals Chapters 10.44 and 11.68 of the Municipal Code, relating to solicitation and to the City’s Pedestrian Mall, respectively, and redesignates Chapters 10.44A and 11.68A as Chapters 10.44 and 11.68, respectively. Proposed by: Bradford R. Jerbic, City Attorney

81. Bill No. 2007-11 - Levies Assessment for Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road). Sponsored by: Step Requirement

82. Bill No. 2007-12 - Levies Assessment for Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

83. 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

84. 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)
85. ABEYANCE ITEM - 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)
86. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 1405 S. Casino Center Blvd. PROPERTY OWNER: MARTIN TODD GROUP - Ward 3 (Reese)
87. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 1913 S. 11th Street. PROPERTY OWNER: JAMES R. KENT - Ward 3 (Reese)
88. Public Hearing to consider the report of expenses to recover costs for abatement of vacant lot north of 804 Sunny Place (APN: 139-28-304-003) and assess civil penalties. PROPERTY OWNER: THOMAS & THERESA M. ALBANESE - Ward 5 (Weekly)
89. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 629 W. McWilliams Avenue. PROPERTY OWNER: TOUY KEN - Ward 5 (Weekly)
90. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 5953 Round Castle Street. PROPERTY OWNER: BANK OF AMERICA NA - Ward 6 (Ross)

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

91. EOT-18785 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Rezoning (ZON-5121) FROM: U (UNDEVELOPED) [GC (GENERAL COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-2 (GENERAL COMMERCIAL) TO: R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL
92. EOT-19549 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Variance (VAR-5124) TO ALLOW 0.44 ACRES OF OPEN SPACE WHERE 0.66 ACRES IS THE MINIMUM REQUIRED FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL
93. EOT-19548 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5122) FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL

94. EOT-19407 - APPLICANT/OWNER: GABRIEL MANRIQUEZ - Request for an Extension of Time of an approved Rezoning (ZON-5726) which allowed a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: PR (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), Ward 3 (Reese). Staff recommends APPROVAL
95. EOT-19431 - APPLICANT/OWNER: GABRIEL MANRIQUEZ - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5727) FOR A 1,495 SQUARE-FOOT RESIDENTIAL TO OFFICE CONVERSION AND WAIVERS OF LANDSCAPE AND BUFFER REQUIREMENTS on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), Ward 3 (Reese). Staff recommends APPROVAL
96. EOT-19400 - APPLICANT: SCOTT ASHJIAN - OWNER: W.I.T. BRO, INC. - Request for an Extension of Time of an approved Special Use Permit (SUP-5554) FOR A PROPOSED AUTO DETAIL FACILITY at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone, Ward 4 (Brown). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

97. ZON-18972 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Rezoning FROM O (OFFICE) TO C-1 (LIMITED COMMERCIAL) on 0.85 acres at 1506 South Jones Boulevard (APN-163-01-201-006), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
98. VAR-18973 - PUBLIC HEARING - APPLICANT/OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Variance TO ALLOW A FRONT SETBACK OF 15 FEET WHERE 20 FEET IS THE MINIMUM REQUIRED FOR A PROPOSED 21,551 SQUARE-FOOT OFFICE BUILDING on 0.85 acres at 1506 South Jones Boulevard (APN-163-01-201-006), O (Office) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
99. SUP-18927 - PUBLIC HEARING - APPLICANT: METRO PIZZA NORTHWEST - OWNER: CIMARRON-FRONTAGE, LLC - Request for a Special Use Permit FOR A RESTAURANT WITH SERVICE BAR at the northeast corner of Sky Pointe Drive and North Cimarron Road (APN 125-21-313-003), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
100. SDR-18926 - PUBLIC HEARING - APPLICANT: METRO PIZZA NORTHWEST - OWNER: CIMARRON-FRONTAGE, LLC - Request for a Site Development Plan Review FOR A 9,831 SQUARE-FOOT RESTAURANT AND RETAIL BUILDING on 1.73 acres at the northeast corner of Sky Pointe Drive and North Cimarron Road (APN 125-21-313-003), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
101. 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
102. 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

- 103.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
- 104.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
- 105.GPA-18818 - ABEYANCE ITEM - 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
- 106.ZON-18819 - ABEYANCE ITEM - 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
- 107.VAR-18820 - ABEYANCE ITEM - 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
- 108.SUP-18821 - ABEYANCE ITEM - 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
- 109.SDR-18822 - ABEYANCE ITEM - 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
- 110.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

- 111.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
- 112.VAR-18312 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC - OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL - Request for a Variance TO ALLOW A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN TO BE A MINIMUM 184 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A SETBACK OF 240 FEET on 1.75 acres adjacent to the south side of Alexander Road, approximately 650 feet east of Cimarron Road (APN 138-09-501-003), C-V (Civic) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 113.SUP-18314 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC - OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL - Request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN on 1.75 acres adjacent to the south side of Alexander Road, approximately 650 feet east of Cimarron Road (APN 138-09-501-003), C-V (Civic) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 114.SUP-18655 - ABEYANCE ITEM - 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
- 115.SUP-18685 - ABEYANCE ITEM - 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
- 116.GPA-16294 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request to Amend a portion of the Southeast Sector Plan of the Master Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: O (OFFICE) on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 117.ZON-16296 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 118.SDR-16292 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request for a Site Development Plan Review FOR THE PROPOSED CONVERSION OF A SINGLE-FAMILY RESIDENCE TO AN OFFICE AND A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN THE FRONT YARD WHERE A 15-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED, TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN THE SIDE YARD WHERE AN EIGHT-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED, AND TO ALLOW A TWO-FOOT LANDSCAPE BUFFER IN THE REAR YARD WHERE EIGHT FEET IS THE MINIMUM REQUIRED on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). NOTE: THIS IS AMENDED TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN A PORTION OF THE SIDE YARD WHERE AN EIGHT-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED AND TO ALLOW A THREE-FOOT LANDSCAPE BUFFER IN THE REAR YARD WHERE EIGHT FEET IS THE MINIMUM REQUIRED. The Planning Commission (7-0 vote) and staff recommend DENIAL

- 119.ZON-17693 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: SHARON TURBIVILLE, DELMAR DINKINS, AND TERRY & KATHRYN KARAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) on 7.27 acres adjacent to the northeast and southeast corners of Bradley Road and Solar Avenue (APNs 125-13-801-005, 125-13-801-006, and 125-13-802-001), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 120.SDR-17694 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: SHARON TURBIVILLE, DELMAR DINKINS, AND TERRY & KATHRYN KARAS - Request for a Site Development Plan Review FOR A 58 LOT SINGLE FAMILY DEVELOPMENT on 7.27 acres adjacent to the northeast and southeast corners of Bradley Road and Solar Avenue (APNs 125-13-801-005, 125-13-801-006, and 125-13-802-001), R-E (Residence Estates) Zone [PROPOSED: R-PD8 (Residential Planned Development - 8 Units Per Acre)], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 121.ZON-18196 - PUBLIC HEARING - APPLICANT/OWNER: BARBARA L. FARMANALI - Request for a Rezoning FROM R-E (RESIDENCE ESTATES) under Resolution of Intent to R-PD4 (RESIDENTIAL PLANNED DEVELOPMENT - 4 UNITS PER ACRE) TO R-PD4 (RESIDENTIAL PLANNED DEVELOPMENT - 4 UNITS PER ACRE) on 2.18 acres on the north side of the Centennial Parkway Alignment approximately 360 feet east of Leon Avenue (APN-125-24-404-007), Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 122.SDR-17727 - PUBLIC HEARING - APPLICANT/OWNER: BARBARA L. FARMANALI - Request for a Site Development Plan Review FOR AN EIGHT-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 2.18 acres adjacent to the north side of Centennial Parkway, approximately 360 feet east of Leon Avenue (APN 125-24-404-007), R-E (Residence Estates) Zone under Resolution of Intent to R-PD4 (Residential Planned Development - 4 Units Per Acre) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 123.VAR-18790 - PUBLIC HEARING - APPLICANT/OWNER: WENDELL D. AND LINDA G. GENTRY - Request for a Variance TO ALLOW A NON-HABITABLE ACCESSORY STRUCTURE TO BE 1,831 SQUARE FEET WHERE 1,148 SQUARE FEET IS THE MAXIMUM ALLOWED on 0.52 acres at 5306 Hickam Avenue (APN: 138-01-702-001), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 124.SUP-18789 - PUBLIC HEARING - APPLICANT/OWNER: WENDELL D. AND LINDA G. GENTRY - Request for a Special Use Permit FOR A NON-HABITABLE ACCESSORY STRUCTURE at 5306 Hickam Avenue (APN: 138-01-702-001), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 125.VAR-19208 - PUBLIC HEARING - APPLICANT: LANDBARON INVESTMENTS - OWNER: MONTECITO IMAGING LLC - Request for a Variance TO ALLOW A 196.5 FOOT HIGH OFFICE BUILDING 382 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 590 FEET on 3.27 acres located at the southwest corner of Deer Springs Way and Riley Street (APN: 125-20-710-006), T-C (Town Center) Zone [Mixed-Use Commercial - Montecito Town Center Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 126.SDR-18870 - PUBLIC HEARING - APPLICANT: LANDBARON INVESTMENTS - OWNER: MONTECITO IMAGING LLC - Request for a Site Development Plan Review FOR A 150,000 SQUARE-FOOT, 12-STORY OFFICE BUILDING WITH A FIVE LEVEL PARKING STRUCTURE AND A WAIVER OF TOWN CENTER CORE BUILD-TO-LINE REQUIREMENTS on 3.27 acres located at the southwest corner of Deer Springs Way and Riley Street (APN: 125-20-710-006), T-C (Town Center) Zone [Mixed-Use Commercial - Montecito Town Center Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 127.SUP-18347 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A PROPOSED 800 SQUARE FOOT CAR WASH, FULL SERVICE on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL

- 128.SUP-18630 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN A PROPOSED SERVICE STATION WITHOUT AUTOMOTIVE REPAIR on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 129.SDR-18349 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LLC - Request for a Major Amendment to an approved Site Development Plan Review FOR A PROPOSED 4,056 SQUARE-FOOT SERVICE STATION WITHOUT AUTOMOTIVE REPAIR, AN 800 SQUARE FOOT CAR WASH, FULL SERVICE, AND A 2,700 SQUARE FOOT RESTAURANT WITH DRIVE-THROUGH on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 130.SUP-18691 - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: FREANEL & SON CHEYENNE, LLC - Request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN ESTABLISHMENT AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT FROM ANOTHER FINANCIAL INSTITUTION, SPECIFIED at 7350 West Cheyenne Avenue, Suite #111 and #112 (APN 138-10-403-031), C-1 (Limited Commercial) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 131.SUP-18902 - PUBLIC HEARING - APPLICANT: PAWN PLUS - OWNER: CHRISTENSEN BROTHERS LLC - Request for a Special Use Permit FOR A PAWN SHOP AND A WAIVER TO ALLOW A 685 FOOT SEPARATION FROM AN EXISTING FINANCIAL INSTITUTION, SPECIFIED WHERE A 1,000 FOOT DISTANCE SEPARATION IS REQUIRED at 854 and 856 East Sahara Avenue (APN 162-03-801-108, 162-03-801-109 and 162-03-801-078), C-1 (Limited Commercial) Zone [C (Commercial) General Plan Designation], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 132.SUP-18910 - PUBLIC HEARING - APPLICANT/OWNER: TERRIBLE HERBST, INC. - Request for a Special Use Permit FOR A LIQUOR STORE IN CONJUNCTION WITH AN APPROVED CONVENIENCE STORE WITH FUEL PUMPS on 0.91 acres on the east side of Desert Foothills Drive approximately 280 feet north of Charleston Boulevard (APN 137-34-818-003), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 133.SDR-18894 - PUBLIC HEARING - APPLICANT: DR. OBTEEN NASSARI - OWNER: 2111 SOUTH MARYLAND LLC - Request for a Site Development Plan Review FOR A PROPOSED 3,530 SQUARE-FOOT, SINGLE-STORY OFFICE BUILDING WITH A WAIVER TO ALLOW A ONE-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A FOUR-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG THE EAST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A WAIVER TO ALLOW A SEVEN-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE A 15 FEET IS REQUIRED on .33 acres at 2111 South Maryland Parkway and 1205 Exley Avenue (APNs 162-02-410-071 and 072), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 134.DIR-19779 - Applicant/Owner: The Chicago Inn - Appeal of the Planning Department interpretation of Title 19.16 regarding the discontinuation of a non-conforming use located at 1502 North Jones Boulevard, Ward 5. Staff recommends DENIAL
- 135.DIR-18616 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: JUNIOR LEAGUE - Request to designate a parcel of land as an Historic Property within the City of Las Vegas on 0.51 acres at 861 Bridger Avenue (APN 139-34-701-002), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

SET DATE

- 136.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

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

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC

☒ Consent ☐ Discussion

SUBJECT:
RESOLUTIONS:

R-20-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) (\$481,988.99 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)

Fiscal Impact

☐ No Impact ☐ Augmentation Required
☒ Budget Funds Available

Amount: \$481,988.99

Funding Source: Capital Projects Fund - Special Assessments

Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:

Construction and installation of pavement, curb and gutter, sidewalk, driveway approaches, water laterals and mains, sewer laterals and mains, and streetlights.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-20-2007

Motion made by GARY REESE to Approve Items 12-57

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

RESOLUTION NO. R-20-2007

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1490 – TENAYA WAY (NORTHERN BELTWAY TO ELKHORN ROAD); OVERRULING COMPLAINTS, PROTESTS AND OBJECTIONS MADE TO THE ASSESSMENTS AT THE HEARING OF SAID ASSESSMENT ROLL; VALIDATING AND CONFIRMING THE ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Protest Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, pursuant to an ordinance heretofore adopted (hereinafter the "District Ordinance") created Las Vegas, Nevada, Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road) (hereinafter the "District") and ordered the acquisition of certain local improvements (hereinafter the "Project") within the District in the City; and

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

WHEREAS, in accordance with NRS 271.360, the City Council heretofore determined and does hereby declare that the net cost of all improvements in the District (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$4,165,963.00, of which \$3,683,974.01 is available from other sources and of which \$481,988.99 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements in the Project; and

WHEREAS, the City Council by resolution heretofore adopted and directed the City Engineer (with the assistance of the City Engineer Division) to make out a final assessment roll; and

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

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

WHEREAS, the City Engineer (with the assistance of the City Engineer Division) has, in accordance with the provisions of the law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for improvements in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests, or objections on Wednesday, February 21, 2007, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

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

WHEREAS, all complaints, protests and objections, both written and oral, were heard and considered by the City Council on February 21, 2007, and after extensive review and deliberation hereby are found to be without sufficient merit and hereby overruled. However, the City Council has, nevertheless, concluded that it is necessary and equitable that the assessment roll be corrected and revised as follows:

Parcel Number	Ownership	Revised Amount of Final Assessment
None		

and

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

Parcel Number	Ownership	Assessment
None		

and

WHEREAS, the City Council has determined, and does hereby again determine, that all of the assessable property in the City, which is specially benefited by the improvements to be acquired in the District, and only property which is so specially benefited, is included on the assessment roll heretofore filed with the City Clerk on January 3, 2007, and

WHEREAS, the City Council has determined, and does hereby determine, that the notice, both mailed and published, for the hearing held on February 21, 2007, on said assessment roll was reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

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

Section 1. This Resolution shall be known as and may be cited by the short title "District No. 1490 Assessment Protest Resolution" (herein the "Resolution").

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

Section 3. The City Council hereby validates and confirms the assessment roll for the District, as made out by the City Council, together with the City Engineer, and filed in the records of the office of the City Clerk on January 3, 2007, as hereinabove modified, revised, corrected and made de novo.

Section 4. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road), including, but not limited to, the acquisition of the improvements, and the levy of assessments for that purpose, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the assessment roll and the assessments therein, be and the same hereby are, ratified, approved and confirmed.

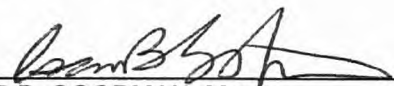
Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

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

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

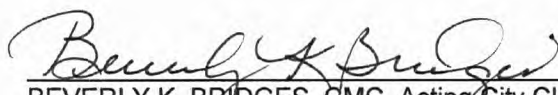
Section 8. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

Passed and approved on March 7, 2007.



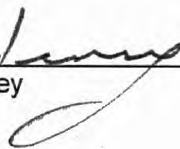
OSCAR B. GOODMAN, Mayor

Attest:



BEVERLY K. BRIDGES, CMC, Acting City Clerk

Approved as to form:

22 FEB 07 W Z
Date Deputy City Attorney 

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

I, Beverly K. Bridges, the duly chosen and qualified Acting City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on March 7, 2007.

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

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

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

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

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

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

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

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

6. A copy of such notice so given of the meeting of the City Council on March 7, 2007, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this March 7, 2007.

(SEAL)


BEVERLY K. BRIDGES, CMC, Acting City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)



CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

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

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

STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)

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

March 07, 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. INVOCATION - PASTOR LINDA KELLY, MOUNTAIN VIEW PRESBYTERIAN CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE TEAM OF THE QUARTER
7. RECOGNITION OF WOMEN'S HISTORY MONTH
8. RECOGNITION OF DR. EMIL FREI, III FOR OUTSTANDING ACHIEVEMENTS IN CANCER RESEARCH
9. RECOGNITION OF NATIONAL MULTIPLE SCLEROSIS AWARENESS WEEK

BUSINESS ITEMS - MORNING

10. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
11. Approval of the Final Minutes by reference of the regular City Council meeting of February 7, 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

12. Approval of an Interlocal Agreement between the City of Las Vegas and Washoe County for the transfer of U.S. Department of Homeland Security grant funds to support the State of Nevada Citizen Corps Program (\$20,000 - Multipurpose Special Revenue Fund) - All Wards
13. Approval of an Interlocal Agreement between the City of Las Vegas and the County of Clark for the transfer of \$23,590 grant funding to the City to support the Fire Department's Hazardous Materials Response Program - All Wards

FIELD OPERATIONS - CONSENT

14. Approval of a Cooperative Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for a "park and ride" and transit facility on city property located near the intersection of Durango Drive and Vegas Drive, APNs 138-29-601-003 and 138-29-501-007 - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

16. Approval of Change of Business Name, Change of Ownership and Change of Location for a Tavern License, From: DaSilva Brammall, Inc., dba Beefy's, 4601 West Sahara Avenue, Suite 4, Christina M. DaSilva Brammall, Pres, Secy, Treas, Dir, 98% and Peter H. Brammall, Dir, 2%, To: BD Star, Inc., dba Shotz, 4601 West Sahara Avenue, Suite Y, Brenda Newman, 100% jointly with spouse and Donald Newman, 100% jointly with spouse - Ward 1 (Tarkanian)
17. Approval of a new Restricted Gaming License for 15 slots, United Coin Machine Co, db at Save - A - Lot, 703 North Rancho Drive, Rob Woodson - Ward 5 (Weekly)
18. Approval of Change of Name for a Martial Arts License, From: Nazrat, Inc., dba Bobby Lawrence Karate, To: Nazrat, Inc., dba Mark Lawrence Martial Arts-Karate For Justice, 7510 Westcliff Drive, Mark Lawrence, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)
19. Approval of a Special Event Alcoholic Beverage License for Mexican Patriotic Committee, Location: Freedom Park, 850 North Mojave Drive, Date: March 18, 2007, Type: Special Event Beer/Wine, Event: Family Picnic - Spring Festival, Responsible Person in Charge: Antonio Carranza - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

20. Approval of Agreement No. 06-11545, Engineering Design Services Agreement for the Meadows Alta Parallel Project Phase II - Department of Public Works - Award recommended to: VTN NEVADA (\$1,510,930 - Road and Flood Capital Projects Fund and Sanitation Enterprise Fund) - Ward 1 (Tarkanian)
21. Approval of Contract No. 070280, Construction Management Services for the C-33 Filtration Building at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: CH2M HILL, INC. (\$378,770 - Sanitation Enterprise Fund) - County
22. Approval of Contract No. 070291, Construction Management Services for Centennial Hills Park Phase 3, located at Deer Springs Way and Buffalo Drive - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. (\$896,730.16 - Various Funds) - Ward 6 (Ross)
23. Approval of award of Contract No. 070161 for Accident Investigation Services - Department of Human Resources - Award recommended to: DMA CLAIMS SERVICES (\$80,000 - Liability Insurance and Property Damage Internal Services Fund)
24. 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)
25. Approval of award of Agreement No. 060296-TB for Acquisition, Configuration and Installation of Centracom Elite Console System - Department of Detention and Enforcement - Award recommended to: MOTOROLA, INC. (\$284,846.40 - Communications Internal Service Fund and General Fund)
26. Approval of Contract No. 070306-DK for Facility Development Consulting Services - Office of Business Development - Award recommended to: CONVENTIONS, SPORTS & LEISURE INTERNATIONAL (\$100,000 - General Fund)
27. Approval of award of Modification No. 1 to Software License and Maintenance Agreement - Department of Detention and Enforcement - Award recommended to: PRINCIPAL DECISION SYSTEMS INTERNATIONAL, INC. (\$76,000 - General Fund)

HUMAN RESOURCES - CONSENT

28. Approval to create one regular full time Metropolitan Medical Response System Coordinator for the Fire Rescue - Operations Division of the Fire Department (\$74,303 Salary + \$29,721 Benefits - Metropolitan Medical Response System grant)

LEISURE SERVICES - CONSENT

29. Approval of the Nevada Law Foundation grant awards in the amount of \$30,000 and a supplemental amount of \$3,000, for a total of \$33,000 to the Senior Citizens Law Project (\$33,000 Grant Revenue - Special Revenue Fund) - All Wards

NEIGHBORHOOD SERVICES - CONSENT

30. Approval of the list of junior high and high school students to be nominated by the City of Las Vegas for the Nevada League of Cities and Municipalities Youth Awards Program - All Wards
31. Approval to rescind \$99,900 in Home Investment Partnerships Program/Low-Income Housing Trust Funds (HOME/LIHTF) and allocate \$99,900 in Redevelopment Set Aside (RDA) Funds to Help Las Vegas Housing Corporation II for Phase II of their affordable housing development located at Main Street and Owens Street - Ward 5
32. Approval to enter into agreements to assign and accept the HOME Program conditions with Filiberto E. Montoya to ensure that the properties located at 1675 and 1677 "D" Street will continue to operate as affordable housing for low-income renters per the applicable HOME Investment Partnerships Program regulations - Ward 5 (Weekly)

33. Approval of an additional allocation of up to \$152,817 in Community Development Block Grant (CDBG) funds to the Blind Center of Nevada for an aggregate project total of \$1,152,817 to assist with the cost to rehabilitate the facility located at 1001 North Bruce – Ward 5 (Weekly)

PLANNING & DEVELOPMENT - CONSENT

34. Approval of the Funding Agreement for the 2006 Commission for Cultural Affairs (CCA) grant from the State of Nevada Department of Cultural Affairs, administered by the State Historic Preservation Office (SHPO) in the amount of \$70,000 (Multi-Purpose Special Revenue Fund) for the Westside School, 330 W. Washington Avenue, as identified in the Funding Agreement - Ward 5 (Weekly)

PUBLIC WORKS - CONSENT

35. Approval of an Encroachment Request from Jim Marsh American Corporation, owner (southeast corner of Centennial Parkway and Riley Street) - Ward 6 (Ross)
36. Approval of an Encroachment Request from Veronika Holmes of Gypsy Caravan Antique Village on behalf of Clover Trust, owner (southeast corner of Colorado Avenue and Casino Center Boulevard) - Ward 3 (Reese)
37. Approval of an Encroachment Request from Betty Medina on behalf of Four Queens Hotel and Casino, applicant (Carson Avenue between Casino Center Boulevard and 3rd Street) - Ward 3 (Reese)
38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - R. Lucero and Associates, Inc., on behalf of Alexander Holdings Corporation, owner (southwest corner of Florine Avenue and Fort Apache Road, APNs 138-06-801-006 and -007) - County (near Ward 4 - Brown)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Performance Engineering on behalf of Beazer Homes Holdings Corporation, owner (northeast corner of Centennial Parkway and Tee Pee Lane, APNs 125-19-802-008 and -011) - County (near Ward 6 - Ross)
40. Approval of a Grant of Easement from the City of Las Vegas, a Municipal Corporation to Nevada Power Company for a portion of the Northwest Quarter and the Northeast Quarter of Section 31 and the Northwest Quarter of Section 32, Township 20 South, Range 62 East, Mount Diablo Meridian, lying within the Cedar Avenue Trail alignment to service the Cedar Avenue Trail, APNs 140-32-103-003, 140-31-196-003, -196-004; 140-31-199-026; 140-31-599-018, -599-019; 140-31-501-021; 140-32-103-002 and 140-32-196-001, -196-002, -196-003) - Ward 3 (Reese)
41. Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Southeast Quarter of Section 4, Township 21 South, Range 61 East, Mount Diablo Meridian, for street Right-of-Way for continuation of an alley to complete access to Baltimore Avenue on both sides of the parcel, APN 162-04-813-109 - Ward 3 (Reese)
42. Approval of Interlocal Contract LAS16G07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) for construction management and construction of the Rancho Detention Basin, Phase II (\$5,206,160 - CCRFC) - Ward 6 (Ross)
43. Approval of Second Supplemental Interlocal Contract LAS05F03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) to increase engineering design funding for the Alta Parallel System (\$1,700,000 - CCRFC) - Ward 1 (Tarkanian)
44. Approval of First Supplemental Interlocal Contract LAS19C05 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) to extend the date of completion and increase engineering design funding for the Owens Avenue System (Vegas Storm Drain) Michael Way to Rancho Drive (\$150,000 - CCRFC) - Ward 5 (Weekly)
45. Approval of the First Supplemental Interlocal Contract for the Annual Maintenance Work Program between the City of Las Vegas and the Clark County Regional Flood Control District to add the Washington Avenue Channel and the location of facilities to be maintained for Fiscal Year 2006/2007 - All Wards

46. Approval of Interlocal Contract 548 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for engineering design and right-of-way for the City of Las Vegas' Fiscal Year 2007 Bus Turnout Project (\$250,000 - RTC) - Ward 3 (Reese)
47. Approval of Supplemental No. 5 to Interlocal Contract 435e between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding for right-of-way for the Martin L. King Boulevard, Palomino Lane to Carey Avenue project (\$160,000 - RTC) - Ward 5 (Weekly)
48. Approval of Supplemental No. 6 to Interlocal Contract 388f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funding for the Alexander/Hualapai, Cheyenne Avenue to Cimarron Road project (-\$410,000 - Regional Transportation Commission) - Ward 4 (Brown)
49. Approval of Supplemental No. 3 to Interlocal Contract 288c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Buffalo Drive, Cheyenne Avenue to Lone Mountain Road - Ward 4 (Brown)
50. Approval of Supplemental Interlocal Contract 481a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the City Parkway, D Street Connector Alignment Study - Ward 5 (Weekly)
51. Approval to rescind the December 20, 2006 Council action approving Supplemental No. 2 to Interlocal Contract 496b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Elkhorn Road Overpass at US-95 - Ward 6 (Ross)
52. Approval of Supplemental No. 2 to Interlocal Contract 469b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Elkhorn Road Overpass at US-95 - Ward 6 (Ross)

RESOLUTIONS - CONSENT

53. R-16-2007 - Approval of a Resolution of intent to issue Economic Development Revenue Bonds not to exceed \$75,000,000 to finance the acquisition, construction, and installation of a project for Keep Memory Alive (KMA) to build the Lou Ruvo Brain Institute in Union Park; fixing the time and place of the public hearing concerning such bonds - Ward 5 (Weekly)
54. R-17-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll 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)
55. R-18-2007 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400 Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)
56. R-19-2007 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to Prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)
57. R-20-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) (\$481,988.99 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

58. Report from the City Manager on Emerging Issues

59. Discussion and possible action concerning the status of 2007 legislative issues - All Wards

CITY ATTORNEY - DISCUSSION

60. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Lance Justin Apollo, 9620 West Russell Road, #1122, Las Vegas, Nevada 89148

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

61. ABEYANCE ITEM - 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)
62. Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 15 slots, Miklis Corp, dba Andy Capz Pub, 1631 North Decatur Boulevard, Michael L. Biegacz, Dir, Pres, 50% jointly with spouse and Lisa R. Biegacz, 50% jointly with spouse - Ward 5 (Weekly)
63. Discussion and possible action regarding a Six Month Review for a Tavern License and a Restricted Gaming License for 15 slots, Dick's Liquors, Inc., dba Cooler Lounge, 1905 North Decatur Boulevard, JoAnn Milton, Pres - Ward 5 (Weekly)
64. Discussion and possible action regarding a Six Month Review for a Canteen Manager for a Non Profit Club License, V. F. W. Post #10057, dba V. F. W. Post 10057, 1905 H Street, Albert Young, Canteen Mgr - Ward 5 (Weekly)
65. Discussion and possible action regarding Temporary Approval of a new Pawnbroker License subject to the provisions of the planning and fire codes, Candice Limon, dba MNM Pawn, 3227 Meade Avenue, Suite 3B, Candice E. Limon, 100% - Ward 1 (Tarkanian)
66. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, Lolita Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Lolita Evans, 50% - Ward 3 (Reese)

NEIGHBORHOOD SERVICES - DISCUSSION

67. Discussion and possible action on an allocation of \$223,372 in FY 2007-2008 Emergency Shelter Grant (ESG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards
68. Discussion and possible action on an allocation of \$5,251,820 in FY 2007-2008 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards
69. Discussion and possible action on an allocation of \$882,000 in FY 2007-2008 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

PUBLIC WORKS - DISCUSSION

70. Public hearing regarding the Clark County Regional Flood Control District's approval of a Master Plan Amendment for the Meadows Alta Parallel Planning Area - Ward 1 (Tarkanian)
71. Public hearing regarding Clark County Regional Flood Control District's Approval of a Master Plan Amendment for Racel Street Collector Planning Area - Ward 6 (Ross)

BOARDS & COMMISSIONS - DISCUSSION

72. ANIMAL ADVISORY COMMITTEE - Susan Butche, Term Expiration 4-5-2007
73. PARK & RECREATION ADVISORY COMMISSION - Lisa B. Sherman, Term Expiration 4/1/2007; Malcolm D. White, Term Expiration 4/7/2007

74. LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES – Dr. Aldo Aguirre, Term Expiration 4-3-2007

75. AUDIT OVERSIGHT COMMITTEE – Councilman Lawrence Weekly, Term Expiration 6-18-2007

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

76. Bill No. 2007-5 – Allows the use “accessory massage” as an accessory use in certain zoning districts. Sponsored by: Councilman Larry Brown

77. 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

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

78. Bill No. 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

79. 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

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

80. Bill No. 2007-10 – Repeals Chapters 10.44 and 11.68 of the Municipal Code, relating to solicitation and to the City’s Pedestrian Mall, respectively, and redesignates Chapters 10.44A and 11.68A as Chapters 10.44 and 11.68, respectively. Proposed by: Bradford R. Jerbic, City Attorney

81. Bill No. 2007-11 - Levies Assessment for Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road). Sponsored by: Step Requirement

82. Bill No. 2007-12 - Levies Assessment for Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

83. 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

84. 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)
85. ABEYANCE ITEM - 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)
86. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 1405 S. Casino Center Blvd. PROPERTY OWNER: MARTIN TODD GROUP - Ward 3 (Reese)
87. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 1913 S. 11th Street. PROPERTY OWNER: JAMES R. KENT - Ward 3 (Reese)
88. Public Hearing to consider the report of expenses to recover costs for abatement of vacant lot north of 804 Sunny Place (APN: 139-28-304-003) and assess civil penalties. PROPERTY OWNER: THOMAS & THERESA M. ALBANESE - Ward 5 (Weekly)
89. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 629 W. McWilliams Avenue. PROPERTY OWNER: TOUY KEN - Ward 5 (Weekly)
90. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 5953 Round Castle Street. PROPERTY OWNER: BANK OF AMERICA NA - Ward 6 (Ross)

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

91. EOT-18785 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Rezoning (ZON-5121) FROM: U (UNDEVELOPED) [GC (GENERAL COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-2 (GENERAL COMMERCIAL) TO: R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL
92. EOT-19549 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Variance (VAR-5124) TO ALLOW 0.44 ACRES OF OPEN SPACE WHERE 0.66 ACRES IS THE MINIMUM REQUIRED FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL
93. EOT-19548 - APPLICANT/OWNER: CAROLYN MICH'L ET AL - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5122) FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Tarkanian). Staff recommends APPROVAL

94. EOT-19407 - APPLICANT/OWNER: GABRIEL MANRIQUEZ - Request for an Extension of Time of an approved Rezoning (ZON-5726) which allowed a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: PR (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), Ward 3 (Reese). Staff recommends APPROVAL
95. EOT-19431 - APPLICANT/OWNER: GABRIEL MANRIQUEZ - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5727) FOR A 1,495 SQUARE-FOOT RESIDENTIAL TO OFFICE CONVERSION AND WAIVERS OF LANDSCAPE AND BUFFER REQUIREMENTS on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), Ward 3 (Reese). Staff recommends APPROVAL
96. EOT-19400 - APPLICANT: SCOTT ASHJIAN - OWNER: W.I.T. BRO, INC. - Request for an Extension of Time of an approved Special Use Permit (SUP-5554) FOR A PROPOSED AUTO DETAIL FACILITY at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone, Ward 4 (Brown). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

97. ZON-18972 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Rezoning FROM O (OFFICE) TO C-1 (LIMITED COMMERCIAL) on 0.85 acres at 1506 South Jones Boulevard (APN-163-01-201-006), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
98. VAR-18973 - PUBLIC HEARING - APPLICANT/OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Variance TO ALLOW A FRONT SETBACK OF 15 FEET WHERE 20 FEET IS THE MINIMUM REQUIRED FOR A PROPOSED 21,551 SQUARE-FOOT OFFICE BUILDING on 0.85 acres at 1506 South Jones Boulevard (APN-163-01-201-006), O (Office) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
99. SUP-18927 - PUBLIC HEARING - APPLICANT: METRO PIZZA NORTHWEST - OWNER: CIMARRON-FRONTAGE, LLC - Request for a Special Use Permit FOR A RESTAURANT WITH SERVICE BAR at the northeast corner of Sky Pointe Drive and North Cimarron Road (APN 125-21-313-003), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
100. SDR-18926 - PUBLIC HEARING - APPLICANT: METRO PIZZA NORTHWEST - OWNER: CIMARRON-FRONTAGE, LLC - Request for a Site Development Plan Review FOR A 9,831 SQUARE-FOOT RESTAURANT AND RETAIL BUILDING on 1.73 acres at the northeast corner of Sky Pointe Drive and North Cimarron Road (APN 125-21-313-003), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
101. 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
102. 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

- 103.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
- 104.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
- 105.GPA-18818 - ABEYANCE ITEM - 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
- 106.ZON-18819 - ABEYANCE ITEM - 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
- 107.VAR-18820 - ABEYANCE ITEM - 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
- 108.SUP-18821 - ABEYANCE ITEM - 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
- 109.SDR-18822 - ABEYANCE ITEM - 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
- 110.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

- 111.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
- 112.VAR-18312 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC - OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL - Request for a Variance TO ALLOW A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN TO BE A MINIMUM 184 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A SETBACK OF 240 FEET on 1.75 acres adjacent to the south side of Alexander Road, approximately 650 feet east of Cimarron Road (APN 138-09-501-003), C-V (Civic) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 113.SUP-18314 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC - OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL - Request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN on 1.75 acres adjacent to the south side of Alexander Road, approximately 650 feet east of Cimarron Road (APN 138-09-501-003), C-V (Civic) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 114.SUP-18655 - ABEYANCE ITEM - 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
- 115.SUP-18685 - ABEYANCE ITEM - 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
- 116.GPA-16294 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request to Amend a portion of the Southeast Sector Plan of the Master Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: O (OFFICE) on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 117.ZON-16296 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 118.SDR-16292 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request for a Site Development Plan Review FOR THE PROPOSED CONVERSION OF A SINGLE-FAMILY RESIDENCE TO AN OFFICE AND A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN THE FRONT YARD WHERE A 15-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED, TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN THE SIDE YARD WHERE AN EIGHT-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED, AND TO ALLOW A TWO-FOOT LANDSCAPE BUFFER IN THE REAR YARD WHERE EIGHT FEET IS THE MINIMUM REQUIRED on 0.17 acres at 410 Spencer Street (APN 139-35-413-125), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). NOTE: THIS IS AMENDED TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN A PORTION OF THE SIDE YARD WHERE AN EIGHT-FOOT LANDSCAPE BUFFER IS THE MINIMUM REQUIRED AND TO ALLOW A THREE-FOOT LANDSCAPE BUFFER IN THE REAR YARD WHERE EIGHT FEET IS THE MINIMUM REQUIRED. The Planning Commission (7-0 vote) and staff recommend DENIAL

- 119.ZON-17693 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: SHARON TURBIVILLE, DELMAR DINKINS, AND TERRY & KATHRYN KARAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) on 7.27 acres adjacent to the northeast and southeast corners of Bradley Road and Solar Avenue (APNs 125-13-801-005, 125-13-801-006, and 125-13-802-001), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 120.SDR-17694 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: SHARON TURBIVILLE, DELMAR DINKINS, AND TERRY & KATHRYN KARAS - Request for a Site Development Plan Review FOR A 58 LOT SINGLE FAMILY DEVELOPMENT on 7.27 acres adjacent to the northeast and southeast corners of Bradley Road and Solar Avenue (APNs 125-13-801-005, 125-13-801-006, and 125-13-802-001), R-E (Residence Estates) Zone [PROPOSED: R-PD8 (Residential Planned Development - 8 Units Per Acre)], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 121.ZON-18196 - PUBLIC HEARING - APPLICANT/OWNER: BARBARA L. FARMANALI - Request for a Rezoning FROM R-E (RESIDENCE ESTATES) under Resolution of Intent to R-PD4 (RESIDENTIAL PLANNED DEVELOPMENT - 4 UNITS PER ACRE) TO R-PD4 (RESIDENTIAL PLANNED DEVELOPMENT - 4 UNITS PER ACRE) on 2.18 acres on the north side of the Centennial Parkway Alignment approximately 360 feet east of Leon Avenue (APN-125-24-404-007), Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 122.SDR-17727 - PUBLIC HEARING - APPLICANT/OWNER: BARBARA L. FARMANALI - Request for a Site Development Plan Review FOR AN EIGHT-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 2.18 acres adjacent to the north side of Centennial Parkway, approximately 360 feet east of Leon Avenue (APN 125-24-404-007), R-E (Residence Estates) Zone under Resolution of Intent to R-PD4 (Residential Planned Development - 4 Units Per Acre) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 123.VAR-18790 - PUBLIC HEARING - APPLICANT/OWNER: WENDELL D. AND LINDA G. GENTRY - Request for a Variance TO ALLOW A NON-HABITABLE ACCESSORY STRUCTURE TO BE 1,831 SQUARE FEET WHERE 1,148 SQUARE FEET IS THE MAXIMUM ALLOWED on 0.52 acres at 5306 Hickam Avenue (APN: 138-01-702-001), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 124.SUP-18789 - PUBLIC HEARING - APPLICANT/OWNER: WENDELL D. AND LINDA G. GENTRY - Request for a Special Use Permit FOR A NON-HABITABLE ACCESSORY STRUCTURE at 5306 Hickam Avenue (APN: 138-01-702-001), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 125.VAR-19208 - PUBLIC HEARING - APPLICANT: LANDBARON INVESTMENTS - OWNER: MONTECITO IMAGING LLC - Request for a Variance TO ALLOW A 196.5 FOOT HIGH OFFICE BUILDING 382 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 590 FEET on 3.27 acres located at the southwest corner of Deer Springs Way and Riley Street (APN: 125-20-710-006), T-C (Town Center) Zone [Mixed-Use Commercial - Montecito Town Center Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 126.SDR-18870 - PUBLIC HEARING - APPLICANT: LANDBARON INVESTMENTS - OWNER: MONTECITO IMAGING LLC - Request for a Site Development Plan Review FOR A 150,000 SQUARE-FOOT, 12-STORY OFFICE BUILDING WITH A FIVE LEVEL PARKING STRUCTURE AND A WAIVER OF TOWN CENTER CORE BUILD-TO-LINE REQUIREMENTS on 3.27 acres located at the southwest corner of Deer Springs Way and Riley Street (APN: 125-20-710-006), T-C (Town Center) Zone [Mixed-Use Commercial - Montecito Town Center Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 127.SUP-18347 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A PROPOSED 800 SQUARE FOOT CAR WASH, FULL SERVICE on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL

- 128.SUP-18630 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN A PROPOSED SERVICE STATION WITHOUT AUTOMOTIVE REPAIR on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 129.SDR-18349 - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LLC - Request for a Major Amendment to an approved Site Development Plan Review FOR A PROPOSED 4,056 SQUARE-FOOT SERVICE STATION WITHOUT AUTOMOTIVE REPAIR, AN 800 SQUARE FOOT CAR WASH, FULL SERVICE, AND A 2,700 SQUARE FOOT RESTAURANT WITH DRIVE-THROUGH on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 130.SUP-18691 - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: FREANEL & SON CHEYENNE, LLC - Request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN ESTABLISHMENT AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT FROM ANOTHER FINANCIAL INSTITUTION, SPECIFIED at 7350 West Cheyenne Avenue, Suite #111 and #112 (APN 138-10-403-031), C-1 (Limited Commercial) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 131.SUP-18902 - PUBLIC HEARING - APPLICANT: PAWN PLUS - OWNER: CHRISTENSEN BROTHERS LLC - Request for a Special Use Permit FOR A PAWN SHOP AND A WAIVER TO ALLOW A 685 FOOT SEPARATION FROM AN EXISTING FINANCIAL INSTITUTION, SPECIFIED WHERE A 1,000 FOOT DISTANCE SEPARATION IS REQUIRED at 854 and 856 East Sahara Avenue (APN 162-03-801-108, 162-03-801-109 and 162-03-801-078), C-1 (Limited Commercial) Zone [C (Commercial) General Plan Designation], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 132.SUP-18910 - PUBLIC HEARING - APPLICANT/OWNER: TERRIBLE HERBST, INC. - Request for a Special Use Permit FOR A LIQUOR STORE IN CONJUNCTION WITH AN APPROVED CONVENIENCE STORE WITH FUEL PUMPS on 0.91 acres on the east side of Desert Foothills Drive approximately 280 feet north of Charleston Boulevard (APN 137-34-818-003), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 133.SDR-18894 - PUBLIC HEARING - APPLICANT: DR. OBTEEN NASSARI - OWNER: 2111 SOUTH MARYLAND LLC - Request for a Site Development Plan Review FOR A PROPOSED 3,530 SQUARE-FOOT, SINGLE-STORY OFFICE BUILDING WITH A WAIVER TO ALLOW A ONE-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A FOUR-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG THE EAST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A WAIVER TO ALLOW A SEVEN-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE A 15 FEET IS REQUIRED on .33 acres at 2111 South Maryland Parkway and 1205 Exley Avenue (APNs 162-02-410-071 and 072), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 134.DIR-19779 - Applicant/Owner: The Chicago Inn - Appeal of the Planning Department interpretation of Title 19.16 regarding the discontinuation of a non-conforming use located at 1502 North Jones Boulevard, Ward 5. Staff recommends DENIAL
- 135.DIR-18616 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: JUNIOR LEAGUE - Request to designate a parcel of land as an Historic Property within the City of Las Vegas on 0.51 acres at 861 Bridger Avenue (APN 139-34-701-002), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

SET DATE

- 136.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

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

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 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 meeting 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:

Written comments by Tom McGowan for Items 58 and 66

Minutes:

At the request of CITY MANAGER SELBY, CITY ATTORNEY JERBIC updated the Council on the FAA right-hand-turn issue. At the conclusion of a scheduled meeting with the mediator that afternoon at 4:00 p.m., City Attorney staff would be able to determine whether the City should submit to mediation or pursue a lawsuit. COUNCILMAN WOLFSON asked if daily status updates could be made available to the public, to which CITY ATTORNEY JERBIC answered that concerned citizens could contact his office for information.

CITY MANAGER SELBY reported that the City received a grant for over \$400,000 for the Post Office Museum. The Vegas Grand Prix preparations are underway. DR. BARBARA JACKSON, Director of Leisure Services, was recently named Administrator of the Year for her involvement with Black Public Administrators. The annual budget workshop is scheduled for March 14, 2007, in Council Chambers, to present the preliminary budget. The Mutts and Masters 5-K Run is coming up at the Veterans Memorial Leisure Center.

TM/LAS COUNCIL MTG, 9A WED. 7 MARCH, '07 (CSC. CHND) (CH: MAY 0/6)
PUBLIC COMMENT

AGENDA #58 (C/MGR REPORT/ISSUES) :-
ITEM #58 - Tom McGOWAN; LAS VEGAS RESIDENT.

Q: 1. - WHAT HAS THE CITY DONE TO PROVIDE ALTERNATE PUBLIC MASS TRANSIT SERVICES TO RESIDENTS OF THE ARTS DISTRICT IN WARD 3. ON 'FIRST FRIDAYS' (?), AND: IF 'NOTHING', ~ WHY NOT?

Q: 2. - WHERE IS THE MASTER PLAN FOR THE RE-ROUTING OF PUBLIC MASS TRANSIT SERVICES IN THE GREATER DOWNTOWN AREA (WARDS 1, 3 AND 5) DURING THE 'VEGAS GRAND PRIX' ACTIVITIES:

• FROM 1 MARCH THROUGH 23 APRIL, '07 (?)

AND, IN PARTICULAR:

• FROM 4 APRIL TO 9 APRIL, '07 (?)

AND:

• IF 'NONE', ~ WHY NOT?

THANK YOU.

WRITTEN TEXT SUBMITTED AND REQUESTED INCLUSION IN THE MEETING MINUTES,
AND FURTHER REQUESTED COPIED TO ALL MEMBERS OF THE CITY COUNCIL
PRIOR TO COUNCIL ACTION ON THE ITEM.

(SUBMITTED)

Submitted at City Council

Date 3/7/07 Item 58 & 66

TM/LAS CNCL : 9th WED. 7 MARCH, '07 (CONT'D)

PUBLIC COMMENT

(SPIRITUAL INSIGHTS)

Item #66. TOM MCGRAW; LAS VEGAS RESIDENT.

ALL MEMBERS OF THE CITY COUNCIL SHOULD CONTACT
DR. PHIL MCGRAW (NBC-TV'S 'DR. PHIL SHOW') REGARDING
THE APPLICANT'S PREVIOUS ACTIVITIES, PRIOR TO COUNCIL ACTION
ON THE ITEM.

THANK YOU.

WRITTEN TEXT SUBMITTED AND REQUESTED INCLUSION IN THE MEETING
MINUTES, AND FURTHER REQUESTED COPIED TO ALL MEMBERS
PRIOR TO COUNCIL ACTION ON THE ITEM.

(SUBMITTED)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 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 GARY REESE to Approve to Accept the Report

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

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

Minutes:

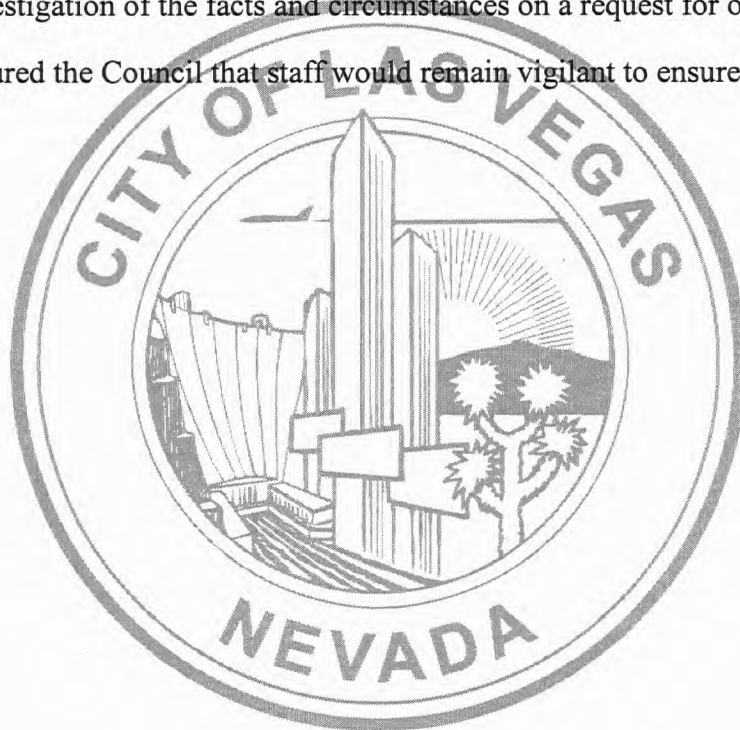
CHRIS KNIGHT, Director of Administrative Services, updated the Council on various ongoing legislative issues. Language amending the City Charter in the area of lease purchase agreements has been included in a bill being submitted by an interim advisory group. After working with the Legislative Counsel Bureau, staff drafted tentative language for a BDR regarding off-site improvements/redevelopment authority. Staff is still finalizing the BDR language for the proposed amendments to the City Charter. Several bills regarding eminent domain have been introduced, and the County has taken the lead on the issue, but City staff is working closely with several groups and the County. Language regarding billboards has not yet been introduced.

Senate Bills and Assembly Bills of interest: SB-90 includes language for the City to attain a position on the Nevada Commission on Homeland Security. SB-96 eliminates the government

CITY COUNCIL MEETING OF: MARCH 7, 2007

services tax. SB-123 deals with public records and would require governmental entities to respond to public records requests within two days. This is a very negative bill for municipalities. SB-139, which City staff requested through the Nevada League of Cities, increases the City's ability to do interlocal agreements with other communities to share revenues and resources up to \$25,000 without having to go through a contractor. SB-149 changes the municipal election cycle to coincide with the Clark County election cycle. SB-153, dealing with C-tax, was introduced by the City of North Las Vegas, and would bring the North Las Vegas library system into the C-tax sharing formula, which would affect the City's revenue stream. AB-138 expands the purpose for which impact fees can be used, particularly for the use of police and fire station development. AB-142 requires public officials required to file a statement of financial disclosure to attend an ethics course within 30 days of taking office. AB-143 would increase the amount of time (from 45 days to one year) that the director of the Ethics Commission is required to complete an investigation of the facts and circumstances on a request for opinion.

MR. KNIGHT assured the Council that staff would remain vigilant to ensure the best interests of the City.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Lance Justin Apollo, 9620 West Russell Road, #1122, Las Vegas, Nevada 89148

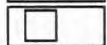
Fiscal Impact



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 Letters to Appellant

Motion made by GARY REESE to Hold in Abeyance Items 60 and 62 to 3/21/2007 and STRIKE Item 66

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

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

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 typed name.



February 9, 2007

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

Lance Justin Apollo
9620 West Russell Road, #1122
Las Vegas, Nevada 89148

Re: **WORK CARD APPEAL**

Dear Mr. Apollo:

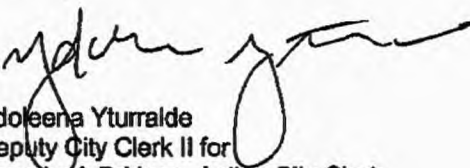
I am in receipt of your formal appeal to the City Council regarding the appeal of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **February 21, 2007.**

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

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18112-001-08-05
CLV 7009



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

February 21, 2006

CERTIFIED & REGULAR MAIL

Lance Justin Apollo
9620 West Russell Road, #1122
Las Vegas, Nevada 89148

Re: **WORK CARD APPEAL**

Dear Mr. Apollo:

Please be advised that on February 21, 2007, the City Council held your appeal of a work card denial by the Las Vegas Metropolitan Police Department in abeyance to the regular City Council meeting of March 7, 2007.

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.

If you have any questions, please call the City Clerk's Office at 229-6311.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, Acting City Clerk

/pc

cc: City Attorney-Civil
Jim DiFiore, Manager, Business Services Division
Sergeant Reagan Alexander, 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

7005 3110 0001 3040 219

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lance Justin Apollo
9620 West Russell Road, #1122
Las Vegas, Nevada 89148

WC

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☒ Addressee

B. Received by (Printed Name)

CITY CLERK

C. Date of Delivery

2-22

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

2001 FEB 23 A 10:29

3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7005 3110 0001 3040 2119

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - 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:

Recommendation to be provided following discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Approve subject to a six-month review and the condition that MS. DEMETRO not conduct business at her residence

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

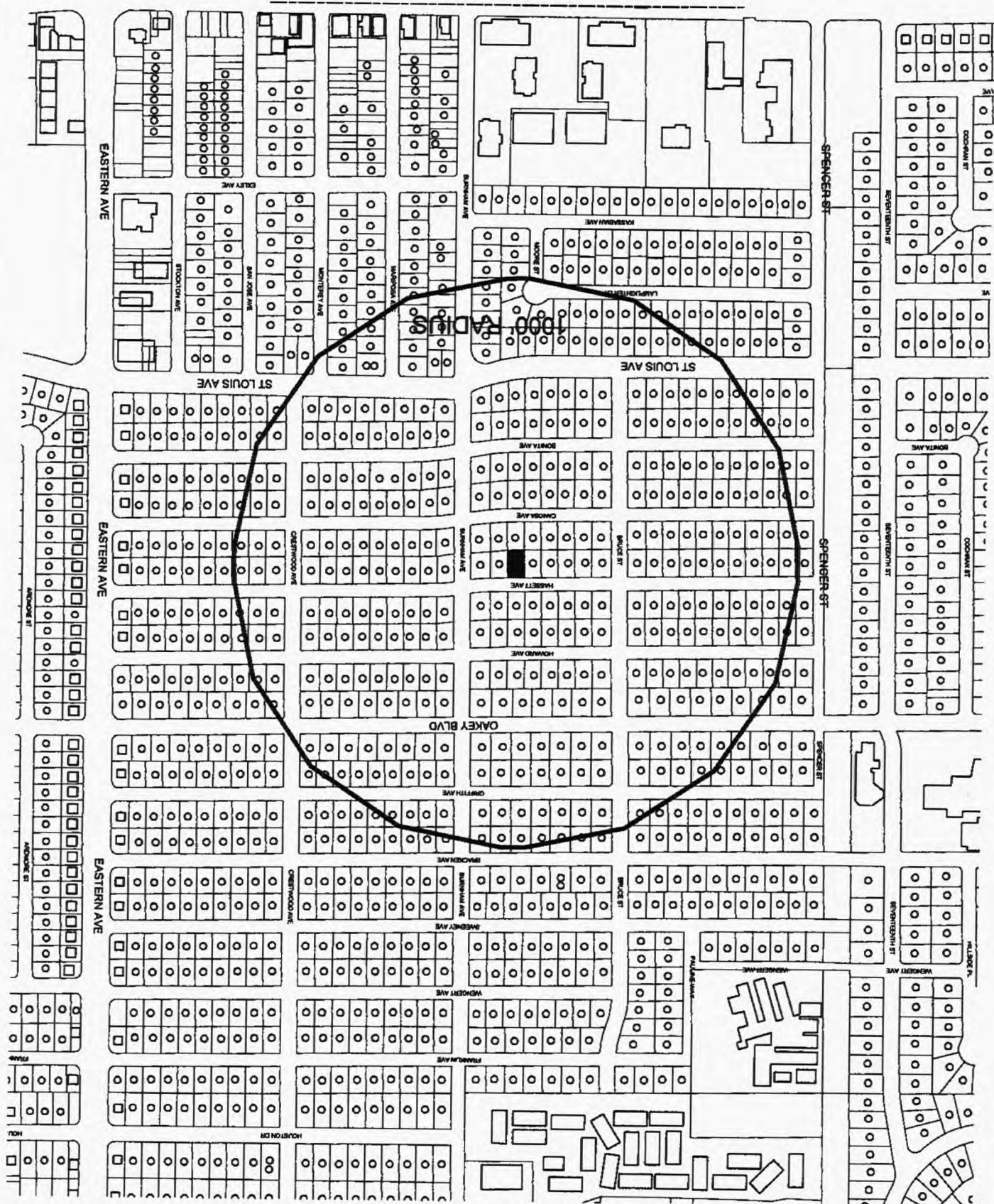
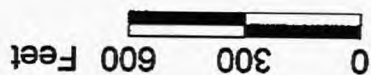
LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-STEVE WOLFSON); (Excused-None)

Minutes:

JIM DiFIORE, Manager of Business Services, explained that he decided to put this on the discussion portion of the agenda to emphasize the importance of the condition prohibiting MS. DEMETRO to conduct business from her home. He recommended approval.

MAYOR GODMAN confirmed with MS. DEMETRO that she understood and agreed with the condition.

COUNCILMAN REESE asked how staff would monitor to ensure the applicant is not doing business at her residence. MR. DiFIORE replied that staff would conduct field checks. Also, in these types of cases, residents are a good source of information.



PSYCHIC WORLD

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 15 slots, Miklis Corp, dba Andy Capz Pub, 1631 North Decatur Boulevard, Michael L. Biegacz, Dir, Pres, 50% jointly with spouse and Lisa R. Biegacz, 50% jointly with spouse - Ward 5 (Weekly)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 15 slots.

RECOMMENDATION:

Recommend approval 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:

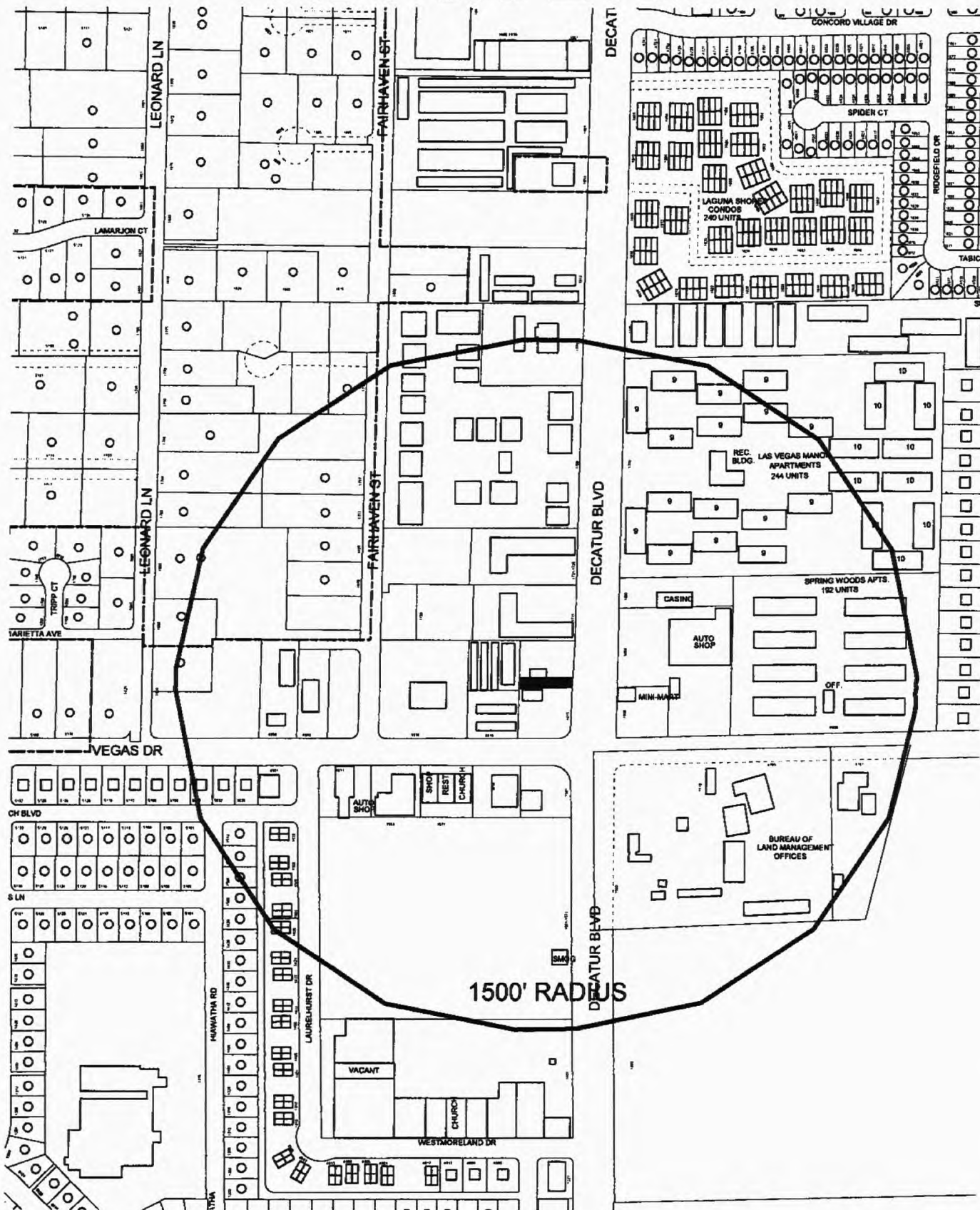
Map

Motion made by GARY REESE to Hold in Abeyance Items 60 and 62 to 3/21/2007 and STRIKE Item 66

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

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

ANDY CAPZ PUB



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

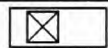
DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding a Six Month Review for a Tavern License and a Restricted Gaming License for 15 slots, Dick's Liquors, Inc., dba Cooler Lounge, 1905 North Decatur Boulevard, JoAnn Milton, Pres - Ward 5 (Weekly)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a Six Month Review for a Tavern License and a Restricted Gaming License for 15 slots.

RECOMMENDATION:

Recommendation to be made following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve the permanent license, subject to a six-month review, with the caveat that any new location would have to be reviewed by the Council

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

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

Minutes:

JIM DiFIORE, Manager of Business Services, stated that there were concerns regarding minors in the bar and employees not possessing required alcohol awareness cards. However, calls for service have been minimal, and MS. MILTON has worked to comply with the codes. She is in the process of finding a new business location. He recommended approval of a permanent license, subject to six-month review, with the caveat that any new location would have to be reviewed by the Council.

Before moving on to the next item, MAYOR GOODMAN announced that COUNCILMAN REESE would be the spokesperson for matters involving Ward 5 until a representative is

CITY COUNCIL MEETING OF: MARCH 7, 2007

appointed, on an interim basis, within 30 days of COUNCILMAN WEEKLY'S resignation, or the designation of a special election within 30 days. KARLETTE ADAMS, Ward 5 Sr. Executive Secretary, would be receiving calls and forwarding them to COUNCILMAN REESE. ANTHONY SNOWDEN, AL GALLEGOS, BEATRICE TURNER and DOROTHY BARNES complained about the City not complying with the City Charter and insisted the Mayor appoint someone to represent Ward 5 residents.

TED RUSSELL advised that any of the previous speakers who have a problem with the Mayor's comments could visit the Law Library at 303 North Third Street.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding a Six Month Review for a Canteen Manager for a Non Profit Club License, V. F. W. Post #10057, dba V. F. W. Post 10057, 1905 H Street, Albert Young, Canteen Mgr - Ward 5 (Weekly)

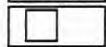
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a Six Month Review for a Canteen Manager for a Non Profit Club License.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve MR. YOUNG as permanent canteen manager, subject to a 60-day review, with no alcohol to be served after 11:30 p.m. and closure of the club at 12:00 a.m., and the following original conditions imposed: 1) improved security for the outside of the club, with alcohol prohibited in the parking lot; 2) improved lighting for the parking lot; 3) staff maintain appropriate alcohol, health and work cards

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

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

Minutes:

JIM DiFIORE, Manager of Business Services, indicated that MR. YOUNG was back for final review. MR. YOUNG has been successful in complying with business codes. MR. DiFIORE recommended permanent approval of the position for canteen manager, with the original conditions: 1) improved security for the outside of the club, with alcohol prohibited in the parking lot; 2) improved lighting for the parking lot; 3) staff maintain appropriate alcohol, health and work cards; and 4) closing be no later than 9:30 p.m. for service of alcohol and 10:00

CITY COUNCIL MEETING OF: MARCH 7, 2007

p.m. for closing of the club. He also requested a six-month review of the circumstances and conditions.

MR. YOUNG requested the hours be extended to 11:30 p.m. for service of alcohol and to 12:00 a.m. for closure of the club, noting that he has complied with the conditions and the club is currently operating in the red. MR. DiFIORE conceded that there have been no problems in the past six months; however, he advised that many of the problems occur during late hours. Therefore, he requested his proposed six-month review be changed to a 60-day review, should the Council opt to extend the hours.

COUNCILMAN REESE clarified with MR. YOUNG that he would like to stop serving alcohol at 11:30 p.m. and close the club at 12:00 a.m.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Pawnbroker License subject to the provisions of the planning and fire codes, Candice Limon, dba MNM Pawn, 3227 Meade Avenue, Suite 3B, Candice E. Limon, 100% - Ward 1 (Tarkanian)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Pawnbroker License.

RECOMMENDATION:

Recommend approval with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to the provisions of the planning and fire codes.

BACKUP DOCUMENTATION:

Map

Motion made by LOIS TARKANIAN to Hold in Abeyance to 3/21/2007

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

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

Minutes:

JIM DiFIORE, Manager of Business Services, reported that MS. LIMON met the qualifications for a temporary license. He recommended approval.

MS. LIMON appeared with her husband, MARTIN, who will be running the store.

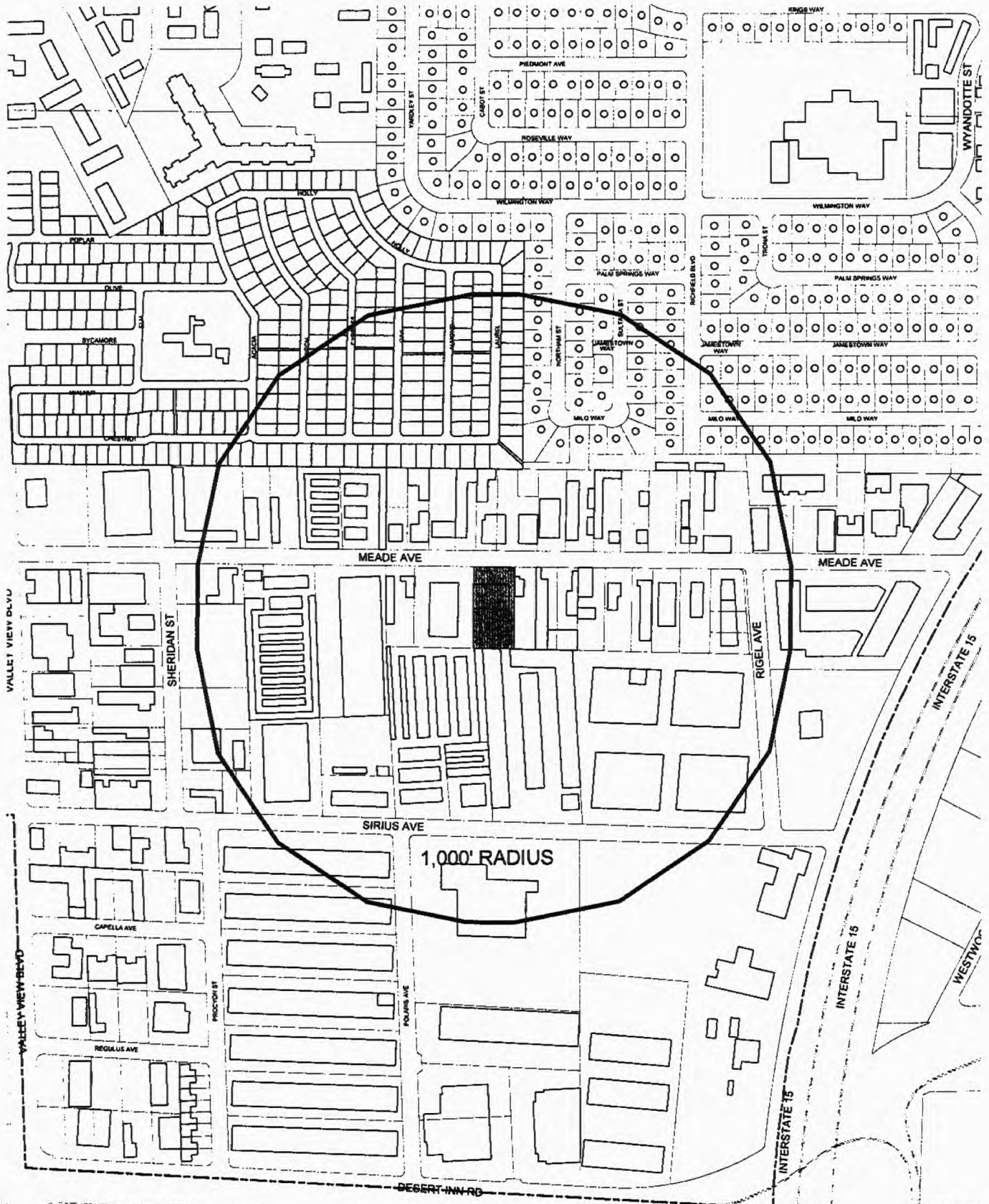
COUNCILWOMAN TARKANIAN expressed concern about having another pawnshop in proximity to the two others already in operation. MR. DiFIORE stated that this location is in M zoning, which only requires a conditional use permit. COUNCILWOMAN TARKANIAN

CITY COUNCIL MEETING OF: MARCH 7, 2007

indicated her preference to hold this matter in abeyance in order to view the location and to meet with the applicant.



MNM PAWN



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, Lolita Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Lolita Evans, 50% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a new Psychic Art and Science License.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Hold in Abeyance Items 60 and 62 to 3/21/2007 and STRIKE Item 66

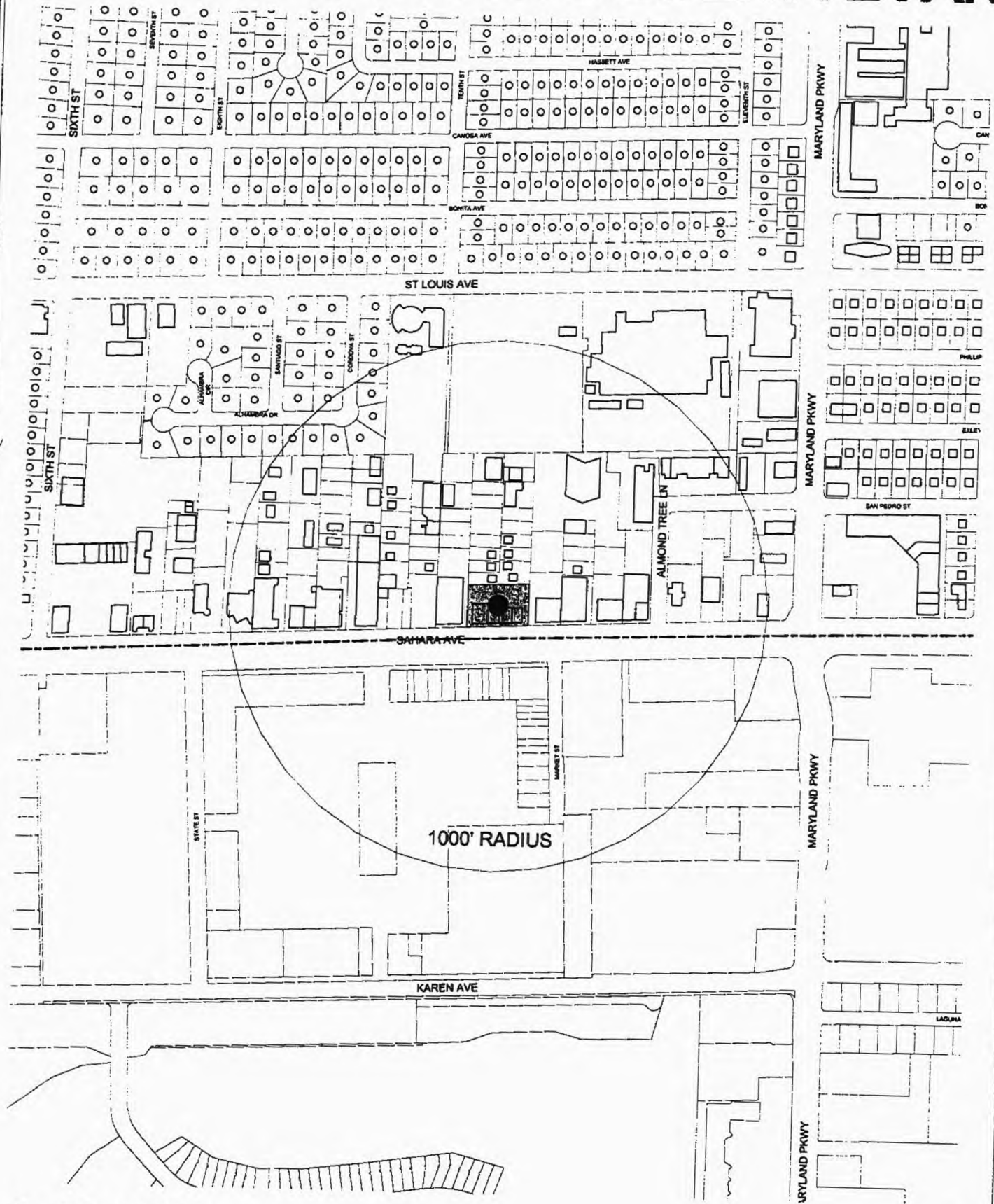
Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

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

Minutes:

See Item 58 for related backup

SPIRITUAL INSIGHTS/LOLITA EVANS



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on an allocation of \$223,372 in FY 2007-2008 Emergency Shelter Grant (ESG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$223,372

Funding Source: HUD-ESG

Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:

For Fiscal Year 2007-2008, the city of Las Vegas has been notified by United States Department of Housing and Urban Development (HUD) that the city will receive \$223,372 in Emergency Shelter Grant (ESG) funds. Neighborhood Services staff shall complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Neighborhood Services staff.

RECOMMENDATION:

Staff recommends approval of the Emergency Shelter Grant allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Submitted after meeting – Executed Emergency Shelter Grant Fund Agreements

Motion made by GARY REESE to Approve the recommended allocations for Items 67-69, excluding the recommended allocation for Catholic Charities

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

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

Motion made by GARY REESE to Approve the recommended allocation to Catholic Charities for Items 67-69

Passed For: 4; Against: 0; Abstain: 2; Did Not Vote: 0; Excused: 0

CITY COUNCIL MEETING OF: MARCH 7, 2007

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

NOTE: COUNCILMAN WOLFSON disclosed that he is a member of the Clark County Bar Association and the Latin Chamber of Commerce, and he has clients that have utilized the services of HELP of Southern Nevada, Salvation Army and Shade Tree. He did not feel that his connection to the aforementioned organizations would affect his ability to remain impartial; therefore, he would vote. Also, COUNCILMEMBERS BROWN and TARKANIAN disclosed that, as members of the Board of Trustees of Catholic Charities of Southern Nevada, they would have to abstain on the allocation to Catholic Charities.

Minutes:

STEPHEN HARSIN, Director of Neighborhood Services, reported that the Community Development Recommending Board (CDRB) consists of 24 citizens appointed by the Council to review applications and recommend allocations of Federal funds. He introduced KEN EVANS, Chair, and CHRIS SALM, Co-Chair.

MAYOR GOODMAN named each of the Board members and expressed his utmost appreciation for the thankless job they perform. COUNCILWOMAN TARKANIAN noted that she was impressed that the Board selected some small, struggling agencies.

MR. EVANS thanked MR. SALM and all the Board members for their efforts, as well as Neighborhood Services staff for their guidance and direction. As always, the monies requested exceed the monies available, which makes the process arduous, because all the organizations are worthy, but not all can be funded. He outlined the recommended allocations for CDBG funding. MR. SALM reviewed the recommended allocations for HOPWA and ESG funds.

TOM MCGOWAN, Las Vegas resident, questioned the final resolution regarding the issuance of \$2.3 million in funds to the Las Vegas Housing Authority. MR. HARSIN was not aware of any CDBG funding in that amount, but he assured the Council that he would do some further research.

ANTHONY HODGES, 123 Sir David Way, said that the entire process of allocating Federal funding is difficult.

DEL REY ROADS questioned the efficacy of the tutorial programs, as seniors undergoing some of these programs are not making any progress or receiving diplomas. The programs keep receiving funds, but the people are not benefiting. MR. HARSIN indicated that the agencies have to report monthly on how the monies are being used.

TED RUSSELL, Las Vegas resident, commended the Board members for their stewardship.

BEATRICE TURNER, West Las Vegas, suggested the Council members go out on the streets during the late hours to observe how the homeless in the Foremaster Lane area and the women at Shade Tree are really treated. VERLIA DAVIS HOGGARD, Board member, said the meetings

CITY COUNCIL MEETING OF: MARCH 7, 2007

of the CDRB are open to the public.



Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of March 7, 2007

Date Submitted: April 11, 2008

Amendment to Item #67

Purpose of Amendment:

Executed Document Added to the Final Minutes as follows:

- First Amendment to Community Development Block Grant Agreement Between the City of Las Vegas and Catholic Charities

Submitted By: Stacy Campbell

Signature: Brenda K. Anderson
City Clerk or Chief Deputy

Date: 4/14/08

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of March 7, 2007

Date Submitted: February 12, 2008

Amendment to Item #67

Purpose of Amendment:

Executed Document Added to the Final Minutes as follows:

- First Amendment to Emergency Shelter Grant Agreement between the City of Las Vegas and Safe House

Submitted By: Stacy Campbell

Signature: Brenda K. Bridger
City Clerk or Chief Deputy

Date: 2-12-2008

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of March 7, 2007

Date Submitted: March 4, 2008

Amendment to Item #67

Purpose of Amendment:

Executed Document Added to the Final Minutes as follows:

- Executed First Amendment to Emergency Shelter Grant Agreement between the City of Las Vegas and Shade Tree

Submitted By: Stacy Campbell

Signature: Doreen K. Bridges
City Clerk or Chief Deputy

Date: 3/7/08

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 7, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Discussion and possible action on an allocation of \$223,372 in FY 2007-2008 Emergency Shelter Grant (ESG) funds to the city of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

SUMMARY OF TOTAL RECOMMENDED ALLOCATION

Catholic Charities #1-RSD Job Office	\$20,000
Catholic Charities #2-Lied Dining Facility	\$20,000
Center for Independent Living-Teen Housing	\$10,000
Family Promise-Strengthening Lives	\$15,270
HELP of Southern Nevada-Emergency Resource	\$10,000
Key Foundation-Job for Veterans	\$15,000
Las Vegas-Clark County Urban League	\$5,000
Lutheran Social Services-Emergency Food & Svcs.	\$12,596
Salvation Army-Homeless Services	\$21,337
SAFE House- Emergency Shelter	\$10,000
Shade Tree-Emergency Shelter	\$30,000
United Methodist Social Ministries	\$13,000
<u>Women's Development Center- Transitional Housing</u>	<u>\$10,000</u>
Total ESG Funds Recommended by CDRB	\$192,203
Emergency Shelter Grant Adm. (5%)	\$11,169
<u>Tenant Based Rental Assistance (Set-Aside)</u>	<u>\$20,000</u>
Total ESG Funds	\$223,372

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
CATHOLIC CHARITIES**

AGREEMENT, made and entered into this 7th day of March, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and Catholic Charities, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 1501 Las Vegas Boulevard North, Las Vegas, NV 89101. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2008, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/08 ESG-funded project known as Lied Dining Facility to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$20,000 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

B. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

II CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided

herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

SUBRECIPIENT shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section II. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.

SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

J. THIRD PARTY CONTRACTS

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

B. POLITICAL ACTIVITIES

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

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

DISPOSITION OF PROGRAM INCOME

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 576

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Emergency Shelter Grant funds.

4. ENVIRONMENTAL STANDARDS

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. NATIONAL FLOOD INSURANCE PROGRAM

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. LEAD-BASED PAINT

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

**10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
24 CFR Part 576.57**

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENT shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

11. CONFLICT OF INTEREST 24 CFR Part 576.57

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

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

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Emergency Shelter Grants Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following

documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the ESG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. The remaining funds must be spent and drawn down by June 30th of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this

Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

H. ACCOUNTING METHODS

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the CITY or SUBRECIPIENT or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

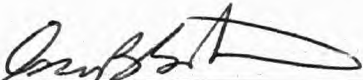
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

D. NOTIFICATION OF AGENCY CHANGES

SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information on file for all subrecipients.

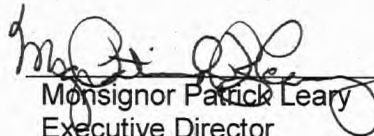
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

CITY OF LAS VEGAS



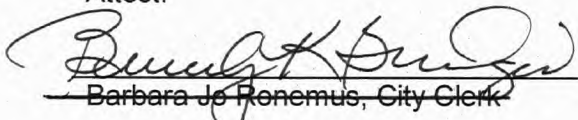
Oscar B. Goodman, Mayor

CATHOLIC CHARITIES



Monsignor Patrick Leary
Executive Director

Attest:

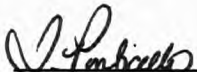


Barbara Jo Ronemus, City Clerk

By: Beverly K. Bridges, CMC
City Clerk

Council Action March 7, 2007

APPROVED AS TO FORM:



5/9/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 1501 Las Vegas Boulevard N. as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53.

SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Meals

Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2008 reflecting services for the previous fiscal year (July 1, 2007 through June 30, 2008), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"

PROJECT BUDGET EXPENDITURES ELIGIBLE FOR REIMBURSEMENT CATHOLIC CHARITIES Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds

SHELTER OPERATIONS	
(Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	\$20,000
ESSENTIAL SERVICES TO THE HOMELESS*	
Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives).	\$
HOMELESS PREVENTION*	
(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	\$
INDIRECT/ADMINISTRATIVE COSTS**	
(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)	\$
TOTAL	
	\$20,000

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

FAMILY SIZE	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

EXHIBIT "D" – Part I
Emergency Shelter Grant Beneficiaries
Monthly Report

RESIDENTIAL (SHELTER) SERVICES:

July 1st through June 30th

Project Title: _____

Shelter Type: _____

Total # Beds/Spaces Available in:

Barracks/Warehouse: _____ Scattered Site Apartment: _____
 Group / Large House: _____ Mobile Home / Trailer: _____
 Single Family Detached House(s): _____ Hotel / Motel: _____
 Other: _____ # Mats on the Floor: _____

Shelter Services: Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: _____ Lowest # People Sheltered: _____
 Date/Day of Week: _____ Date / Day of Week: _____
 # of Adults: _____ # of Adults: _____
 # Children: _____ # Children: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

On an average day, approximate percentages of:

Unaccompanied 18 and over Male _____ % Unaccompanied 18 and over Female _____ %
 Unaccompanied under 18 Male _____ % Unaccompanied under 18 Female _____ %

Families with Children, headed by:

Adult(s) 18 and over Male _____ % Female _____ %
 Youth 18 and under Male _____ % Female _____ %

On an average day, approximate percentage who are:

% of entire population	% of entire population
Battered Spouse: _____ %	Alcohol or Drug Dependent: _____ %
Runaway/Throwaway Youth: _____ %	Elderly: _____ %
Chronically Mentally Ill: _____ %	Veterans: _____ %
Developmentally Disabled: _____ %	Physically Disabled: _____ %
HIV / AIDS Infected: _____ %	Other: _____ %

EXHIBIT "D" – Part II

Emergency Shelter Grant Beneficiaries

Annual Report

NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: Lied Dining Facility

Service Type(s):

Please report the number of participants receiving the following types of service(s):

Needs Assessment/Referral: _____	Transportation Assistance: _____
Case Management: _____	Employment Assistance: _____
Counseling: _____	Child Care Assistance: _____
Addictions Treatment: _____	Rental Assistance (Prevention): _____
Remedial Education Services: _____	Utility Cut-Off Prevention: _____
Life Skills: _____	Food Provisions: _____
Outreach to un-sheltered: _____	Soup Kitchen/Meals: _____
Job Training/Placement: _____	Other: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

Project Accomplishments:

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.)

**FIRST AMENDMENT TO
EMERGENCY SHELTER GRANT AGREEMENT
Between the City of Las Vegas and
Catholic Charities**

THIS First Amendment to Emergency Shelter Grant Agreement ("First Amendment") is entered into this 26th day of March 2008 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Catholic Charities, a Nevada corporation duly organized under the laws of the State of Nevada, hereinafter referred to as SUBRECIPIENT, whose primary mailing address at the date of execution is 1501 Las Vegas Boulevard N., Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the CITY and SUBRECIPIENT entered into the Emergency Shelter Grant Agreement dated March 7, 2007 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to provide an additional \$345 in Emergency Shelter Grant (ESG) funds to Subrecipient for its program, St. Vincent Lied Dining Facility for an aggregate total of \$20,345 for the program.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the parties do hereby agree as follows:

1. Article 1. A, the first paragraph of Scope of Services of the Agreement is hereby deleted and the following inserted in its place

The City will provide a total of Twenty Thousand Three Hundred Forty Five and NO/100th dollars (\$20,345) in Federal Fiscal Year 2007/08 ESG funds (the "Funds") to Subrecipient, to assist with the cost of Program services as described in Exhibit "B", Scope of Services, during the period from July 1, 2007 through June 30, 2008 as outlined in Exhibit "C", "Expenditures Eligible for Reimbursement".

2. Exhibits "B" and "C" of the Agreement shall be deleted and replaced with Exhibits "B-1" and "C-1" attached hereto.
3. Except as hereinabove set forth in this First Amendment, the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered this First Amendment the day and year first above written.

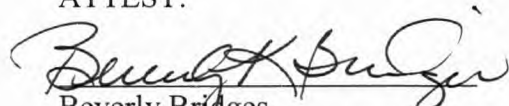
CITY OF LAS VEGAS

CATHOLIC CHARITIES OF SOUTHERN NEVADA
~~WestCare Nevada~~


Oscar B. Goodman, Mayor

 *4/1/08*
Monsignor Patrick Leary
Executive Director

ATTEST:


Beverly Bridges
~~Acting~~ City Clerk

Council Action: March 5, 2007
Emergency Shelter Grants

Approved as to Form: *Robert S. Sylvain 3-28-08*

EXHIBIT "B-1"

CATHOLIC CHARITIES

SCOPE OF SERVICES

ESG Program Year 2007/2008

1. City of Las Vegas will provide Twenty Thousand Three Hundred Forty five and NO/100TH DOLLARS (\$20,345) in Fiscal Year 2007/2008 ESG funds (the "Funds") to Catholic Charities to assist with the cost of program services provided.
2. During the fiscal year ending June 30, 2008, Subrecipient will provide Food for Homeless Persons.
3. Specifically, the objectives of the Program in this fiscal year will be to:

Provide meals for 657,000 homeless persons.
4. Subrecipient will provide to City of Las Vegas written notice of any program changes during the fiscal year for which City funds are allocated under the provisions of this Agreement.

EXHIBIT "C-1"
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
CATHOLIC CHARITIES

Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds

RENOVATION/MAJOR REHABILITATION OR CONVERSION	\$-0-
SHELTER OPERATIONS (Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	20,345 -0-
INDIRECT/ADMINISTRATIVE COSTS**	-0-
ESSENTIAL SERVICES TO THE HOMELESS* (Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.	-0-
HOMELESS PREVENTION* (Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	-0-
TOTAL	20,345

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
CATHOLIC CHARITIES**

AGREEMENT, made and entered into this 7th day of March, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and Catholic Charities, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 1511 Las Vegas Boulevard North, Las Vegas, NV 89101. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2008, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/08 ESG-funded project known as RSD Job Office to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$20,000 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

B. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

II CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided

herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

SUBRECIPIENT shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section II. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.

SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

J. THIRD PARTY CONTRACTS

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

B. POLITICAL ACTIVITIES

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

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

DISPOSITION OF PROGRAM INCOME

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 576

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Emergency Shelter Grant funds.

4. ENVIRONMENTAL STANDARDS

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. NATIONAL FLOOD INSURANCE PROGRAM

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. LEAD-BASED PAINT

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

**10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
24 CFR Part 576.57**

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENT shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

11. CONFLICT OF INTEREST 24 CFR Part 576.57

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

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

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Emergency Shelter Grants Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following

documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the ESG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. The remaining funds must be spent and drawn down by June 30th of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this

Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

H. ACCOUNTING METHODS

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the CITY or SUBRECIPIENT or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

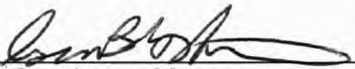
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

D. NOTIFICATION OF AGENCY CHANGES

SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information on file for all subrecipients.

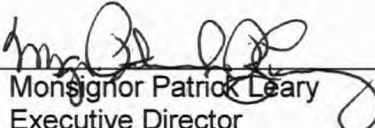
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

CITY OF LAS VEGAS



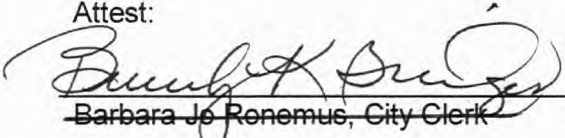
Oscar B. Goodman, Mayor

CATHOLIC CHARITIES



Monsignor Patrick Leary
Executive Director

Attest:



Barbara Jo Renemus, City Clerk

By: **Beverly K. Bridges, CMC**
City Clerk

Council Action March 7, 2007

APPROVED AS TO FORM:



5/28/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 1511 Las Vegas Boulevard N. as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53.

SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Employment Assistance

Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2008 reflecting services for the previous fiscal year (July 1, 2007 through June 30, 2008), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"

**PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
CATHOLIC CHARITIES
Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds**

SHELTER OPERATIONS	
(Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	
ESSENTIAL SERVICES TO THE HOMELESS*	
Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives).	\$20,000
HOMELESS PREVENTION*	
(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	\$
INDIRECT/ADMINISTRATIVE COSTS**	
(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)	\$
TOTAL	
	\$20,000

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

EXHIBIT "D" – Part I
Emergency Shelter Grant Beneficiaries
Monthly Report

RESIDENTIAL (SHELTER) SERVICES:

July 1st through June 30th

Project Title: _____

Shelter Type: _____

Total # Beds/Spaces Available in:

Barracks/Warehouse: _____	Scattered Site Apartment: _____
Group / Large House: _____	Mobile Home / Trailer: _____
Single Family Detached House(s): _____	Hotel / Motel: _____
Other: _____	# Mats on the Floor: _____

Shelter Services: Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: _____	Lowest # People Sheltered: _____
Date/Day of Week: _____	Date / Day of Week: _____
# of Adults: _____	# of Adults: _____
# Children: _____	# Children: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

On an average day, approximate percentages of:

Unaccompanied 18 and over	Male	%	Unaccompanied 18 and over	Female	%
Unaccompanied under 18	Male	%	Unaccompanied under 18	Female	%

Families with Children, headed by:

Adult(s) 18 and over	Male	%	Female	%
Youth 18 and under	Male	%	Female	%

On an average day, approximate percentage who are:

% of entire population	% of entire population
Battered Spouse: _____ %	Alcohol or Drug Dependent: _____ %
Runaway/Throwaway Youth: _____ %	Elderly: _____ %
Chronically Mentally Ill: _____ %	Veterans: _____ %
Developmentally Disabled: _____ %	Physically Disabled: _____ %
HIV / AIDS Infected: _____ %	Other: _____ %

EXHIBIT "D" – Part II

Emergency Shelter Grant Beneficiaries

Annual Report

NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: RSD Job Office

Service Type(s):

Please report the number of participants receiving the following types of service(s):

Needs Assessment/Referral: _____	Transportation Assistance: _____
Case Management: _____	Employment Assistance: _____
Counseling: _____	Child Care Assistance: _____
Addictions Treatment: _____	Rental Assistance (Prevention): _____
Remedial Education Services: _____	Utility Cut-Off Prevention: _____
Life Skills: _____	Food Provisions: _____
Outreach to un-sheltered: _____	Soup Kitchen/Meals: _____
Job Training/Placement: _____	Other: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

Project Accomplishments:

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.)

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
CENTER FOR INDEPENDENT LIVING**

AGREEMENT, made and entered into this 7th day of March, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and Center for Independent Living, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 1417 Las Vegas Boulevard North, Las Vegas, NV 89101. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2008, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/08 ESG-funded project known as Transitional Housing-Homeless Youth to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$10,000 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

B. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

II CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided

herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

SUBRECIPIENT shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section II. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.

SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

J. THIRD PARTY CONTRACTS

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

B. POLITICAL ACTIVITIES

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

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

DISPOSITION OF PROGRAM INCOME

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 576

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Emergency Shelter Grant funds.

4. ENVIRONMENTAL STANDARDS

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. NATIONAL FLOOD INSURANCE PROGRAM

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. LEAD-BASED PAINT

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

**10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
24 CFR Part 576.57**

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENT shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

11. CONFLICT OF INTEREST 24 CFR Part 576.57

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

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

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Emergency Shelter Grants Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following

documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the ESG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. The remaining funds must be spent and drawn down by June 30th of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this

Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

H. ACCOUNTING METHODS

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the CITY or SUBRECIPIENT or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

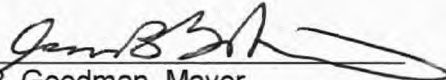
D. NOTIFICATION OF AGENCY CHANGES

SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information on file for all subrecipients.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

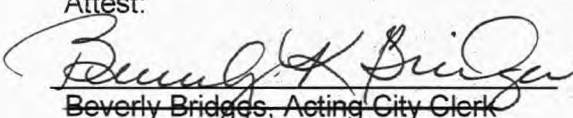
CITY OF LAS VEGAS

CENTER FOR INDEPENDENT LIVING


Oscar B. Goodman, Mayor


Dr. Frederick Gillis
Executive Director

Attest:


Beverly Bridges, Acting City Clerk

By: Beverly K. Bridges, CMC
City Clerk

Council Action March 7, 2007

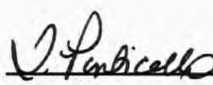
APPROVED AS TO FORM:  5/18/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 1417 Las Vegas Boulevard N. as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53. SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Transitional Housing-Homeless Youth

Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2008 reflecting services for the previous fiscal year (July 1, 2007 through June 30, 2008), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"

**PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
CENTER FOR INDEPENDENT LIVING
Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds**

SHELTER OPERATIONS	
(Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	\$10,000
ESSENTIAL SERVICES TO THE HOMELESS*	
Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives).	
HOMELESS PREVENTION*	
(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	\$
INDIRECT/ADMINISTRATIVE COSTS**	
(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)	\$
TOTAL	
	\$10,000

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

FAMILY SIZE	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

EXHIBIT "D" – Part I
Emergency Shelter Grant Beneficiaries
Monthly Report

RESIDENTIAL (SHELTER) SERVICES:

July 1st through June 30th

Project Title: Transitional Housing-Homeless Youth

Shelter Type:

Total # Beds/Spaces Available in:

Barracks/Warehouse: _____ Scattered Site Apartment: _____
 Group / Large House: _____ Mobile Home / Trailer: _____
 Single Family Detached House(s): _____ Hotel / Motel: _____
 Other: _____ # Mats on the Floor: _____

Shelter Services: Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: _____ Lowest # People Sheltered: _____
 Date/Day of Week: _____ Date / Day of Week: _____
 # of Adults: _____ # of Adults: _____
 # Children: _____ # Children: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

On an average day, approximate percentages of:

Unaccompanied 18 and over Male _____ % Unaccompanied 18 and over Female _____ %
 Unaccompanied under 18 Male _____ % Unaccompanied under 18 Female _____ %

Families with Children, headed by:

Adult(s) 18 and over Male _____ % Female _____ %
 Youth 18 and under Male _____ % Female _____ %

On an average day, approximate percentage who are:

% of entire population

Battered Spouse: _____ % Alcohol or Drug Dependent: _____ %
 Runaway/Throwaway Youth: _____ % Elderly: _____ %
 Chronically Mentally Ill: _____ % Veterans: _____ %
 Developmentally Disabled: _____ % Physically Disabled: _____ %
 HIV / AIDS Infected: _____ % Other: _____ %

EXHIBIT "D" – Part II

Emergency Shelter Grant Beneficiaries

Annual Report

NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: _____

Service Type(s):

Please report the number of participants receiving the following types of service(s):

Needs Assessment/Referral: _____	Transportation Assistance: _____
Case Management: _____	Employment Assistance: _____
Counseling: _____	Child Care Assistance: _____
Addictions Treatment: _____	Rental Assistance (Prevention): _____
Remedial Education Services: _____	Utility Cut-Off Prevention: _____
Life Skills: _____	Food Provisions: _____
Outreach to un-sheltered: _____	Soup Kitchen/Meals: _____
Job Training/Placement: _____	Other: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

Project Accomplishments:

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.)

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
FAMILY PROMISE**

AGREEMENT, made and entered into this 7th day of March, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and Family Promise, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 320 S. 9th Street, Las Vegas, NV 89101. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2008, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/08 ESG-funded project known as Strengthening Lives to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$15,270 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

B. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

II CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided

herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

SUBRECIPIENT shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section II. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.

SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

J. THIRD PARTY CONTRACTS

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

B. POLITICAL ACTIVITIES

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

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

DISPOSITION OF PROGRAM INCOME

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 576

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Emergency Shelter Grant funds.

4. ENVIRONMENTAL STANDARDS

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. NATIONAL FLOOD INSURANCE PROGRAM

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. LEAD-BASED PAINT

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

**10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
24 CFR Part 576.57**

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENT shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

11. CONFLICT OF INTEREST 24 CFR Part 576.57

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

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

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Emergency Shelter Grants Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following

documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the ESG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. The remaining funds must be spent and drawn down by June 30th of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this

Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

H. ACCOUNTING METHODS

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the CITY or SUBRECIPIENT or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

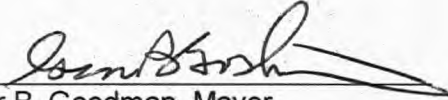
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

D. NOTIFICATION OF AGENCY CHANGES

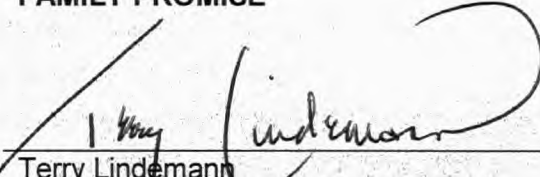
SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information on file for all subrecipients.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

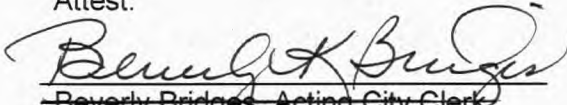
CITY OF LAS VEGAS


Oscar B. Goodman, Mayor

FAMILY PROMISE


Terry Lindemann
Executive Director

Attest:


~~Beverly Bridges, Acting City Clerk~~
By: **Beverly K. Bridges, CMC**
City Clerk

Council Action March 7, 2007

APPROVED AS TO FORM:

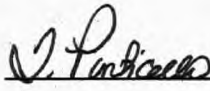

5/18/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 320 S. 9th Street as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53. SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Strengthening Lives

Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2008 reflecting services for the previous fiscal year (July 1, 2007 through June 30, 2008), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"

**PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
FAMILY PROMISE**

Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds

SHELTER OPERATIONS	
(Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	\$15,270
ESSENTIAL SERVICES TO THE HOMELESS*	
Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives).	
HOMELESS PREVENTION*	
(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	\$
INDIRECT/ADMINISTRATIVE COSTS**	
(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)	\$
TOTAL	
	\$15,270

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

EXHIBIT "D" – Part I

Emergency Shelter Grant Beneficiaries

Monthly Report

RESIDENTIAL (SHELTER) SERVICES:

July 1st through June 30th

Project Title: Strengthening Lives

Shelter Type:

Total # Beds/Spaces Available in:

Barracks/Warehouse: _____	Scattered Site Apartment: _____
Group / Large House: _____	Mobile Home / Trailer: _____
Single Family Detached House(s): _____	Hotel / Motel: _____
Other: _____	# Mats on the Floor: _____

Shelter Services: Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: _____	Lowest # People Sheltered: _____
Date/Day of Week: _____	Date / Day of Week: _____
# of Adults: _____	# of Adults: _____
# Children: _____	# Children: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
(ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

On an average day, approximate percentages of:

Unaccompanied 18 and over	Male	_____ %	Unaccompanied 18 and over	Female	_____ %
Unaccompanied under 18	Male	_____ %	Unaccompanied under 18	Female	_____ %

Families with Children, headed by:

Adult(s) 18 and over	Male	_____ %	Female	_____ %
Youth 18 and under	Male	_____ %	Female	_____ %

On an average day, approximate percentage who are:

% of entire population	% of entire population
Battered Spouse: _____ %	Alcohol or Drug Dependent: _____ %
Runaway/Throwaway Youth: _____ %	Elderly: _____ %
Chronically Mentally Ill: _____ %	Veterans: _____ %
Developmentally Disabled: _____ %	Physically Disabled: _____ %
HIV / AIDS Infected: _____ %	Other: _____ %

EXHIBIT "D" – Part II

Emergency Shelter Grant Beneficiaries

Annual Report

NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: _____

Service Type(s):

Please report the number of participants receiving the following types of service(s):

Needs Assessment/Referral: _____	Transportation Assistance: _____
Case Management: _____	Employment Assistance: _____
Counseling: _____	Child Care Assistance: _____
Addictions Treatment: _____	Rental Assistance (Prevention): _____
Remedial Education Services: _____	Utility Cut-Off Prevention: _____
Life Skills: _____	Food Provisions: _____
Outreach to un-sheltered: _____	Soup Kitchen/Meals: _____
Job Training/Placement: _____	Other: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
(ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

Project Accomplishments:

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.)

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
HELP OF SOUTHERN NEVADA**

AGREEMENT, made and entered into this 7th day of March, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and HELP of Southern Nevada, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 1640 E. Flamingo Rd., Las Vegas, NV 89119. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2008, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/08 ESG-funded project known as Utility Assistance to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$10,000 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

B. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

II CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided

herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

SUBRECIPIENT shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section II. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.

SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

J. THIRD PARTY CONTRACTS

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

B. POLITICAL ACTIVITIES

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

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

DISPOSITION OF PROGRAM INCOME

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 576

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Emergency Shelter Grant funds.

4. ENVIRONMENTAL STANDARDS

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. NATIONAL FLOOD INSURANCE PROGRAM

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. LEAD-BASED PAINT

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

**10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
24 CFR Part 576.57**

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENT shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

11. CONFLICT OF INTEREST 24 CFR Part 576.57

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

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

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Emergency Shelter Grants Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following

documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the ESG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. The remaining funds must be spent and drawn down by June 30th of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this

Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

H. ACCOUNTING METHODS

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the CITY or SUBRECIPIENT or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

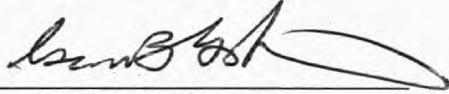
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

D. NOTIFICATION OF AGENCY CHANGES

SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information on file for all subrecipients.

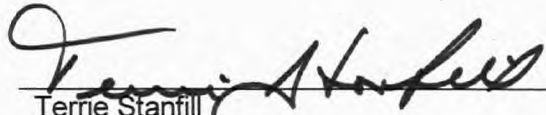
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

CITY OF LAS VEGAS



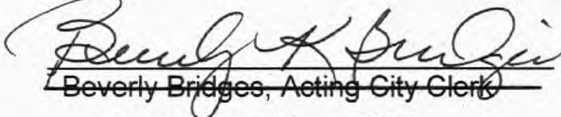
Oscar B. Goodman, Mayor

HELP OF SOUTHERN NEVADA



Terrie Stanfill
Executive Director

Attest:



Beverly Bridges, Acting City Clerk

By: **Beverly K. Bridges, CMC**
City Clerk

Council Action March 7, 2007

APPROVED AS TO FORM:



5/18/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 1640 E. Flamingo Road as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53. SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Utility Assistance

Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2008 reflecting services for the previous fiscal year (July 1, 2007 through June 30, 2008), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"

**PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
HELP OF SOUTHERN NEVADA
Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds**

SHELTER OPERATIONS	
(Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	\$
ESSENTIAL SERVICES TO THE HOMELESS*	
Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives).	
HOMELESS PREVENTION*	
(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	\$10,000
INDIRECT/ADMINISTRATIVE COSTS**	
(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)	\$
TOTAL	
	\$10,000

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

FAMILY SIZE	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

EXHIBIT "D" – Part I
Emergency Shelter Grant Beneficiaries
Monthly Report

RESIDENTIAL (SHELTER) SERVICES:

July 1st through June 30th

Project Title: _____

Shelter Type: _____

Total # Beds/Spaces Available in:

Barracks/Warehouse: _____	Scattered Site Apartment: _____
Group / Large House: _____	Mobile Home / Trailer: _____
Single Family Detached House(s): _____	Hotel / Motel: _____
Other: _____	# Mats on the Floor: _____

Shelter Services: Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: _____	Lowest # People Sheltered: _____
Date/Day of Week: _____	Date / Day of Week: _____
# of Adults: _____	# of Adults: _____
# Children: _____	# Children: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

On an average day, approximate percentages of:

Unaccompanied 18 and over	Male _____ %	Unaccompanied 18 and over	Female _____ %
Unaccompanied under 18	Male _____ %	Unaccompanied under 18	Female _____ %

Families with Children, headed by:

Adult(s) 18 and over	Male _____ %	Female _____ %
Youth 18 and under	Male _____ %	Female _____ %

On an average day, approximate percentage who are:

% of entire population Battered Spouse: _____ % Runaway/Throwaway Youth: _____ % Chronically Mentally Ill: _____ % Developmentally Disabled: _____ % HIV / AIDS Infected: _____ %	% of entire population Alcohol or Drug Dependent: _____ % Elderly: _____ % Veterans: _____ % Physically Disabled: _____ % Other: _____ %
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EXHIBIT "D" – Part II
Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: Utility Assistance

Service Type(s):

Please report the number of participants receiving the following types of service(s):

Needs Assessment/Referral: _____	Transportation Assistance: _____
Case Management: _____	Employment Assistance: _____
Counseling: _____	Child Care Assistance: _____
Addictions Treatment: _____	Rental Assistance (Prevention): _____
Remedial Education Services: _____	Utility Cut-Off Prevention: _____
Life Skills: _____	Food Provisions: _____
Outreach to un-sheltered: _____	Soup Kitchen/Meals: _____
Job Training/Placement: _____	Other: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

Project Accomplishments:

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.)

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
KEY FOUNDATION**

AGREEMENT, made and entered into this 7th day of March, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and Key Foundation, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 301 Oakford Street., Las Vegas, NV 89110. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2008, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/08 ESG-funded project known as Jobs for Veterans to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$15,000 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

B. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

II CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided

herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

SUBRECIPIENT shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section II. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.

SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

J. THIRD PARTY CONTRACTS

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

B. POLITICAL ACTIVITIES

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

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

DISPOSITION OF PROGRAM INCOME

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 576

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Emergency Shelter Grant funds.

4. ENVIRONMENTAL STANDARDS

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. NATIONAL FLOOD INSURANCE PROGRAM

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. LEAD-BASED PAINT

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

**10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
24 CFR Part 576.57**

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENT shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

11. CONFLICT OF INTEREST 24 CFR Part 576.57

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

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

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Emergency Shelter Grants Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following

documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the ESG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. The remaining funds must be spent and drawn down by June 30th of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this

Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

H. ACCOUNTING METHODS

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the CITY or SUBRECIPIENT or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

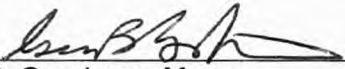
D. NOTIFICATION OF AGENCY CHANGES

SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information on file for all subrecipients.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

CITY OF LAS VEGAS

KEY FOUNDATION

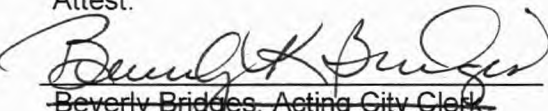


Oscar B. Goodman, Mayor



Gary Brown
President / AGENT OF RECORD

Attest:



~~Beverly Bridges, Acting City Clerk~~
By: Beverly K. Bridges, CMC
City Clerk

Council Action March 7, 2007

APPROVED AS TO FORM: 

5/18/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 1001 N. "A" Street as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53.

SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Jobs for Veterans

Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2008 reflecting services for the previous fiscal year (July 1, 2007 through June 30, 2008), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"

**PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
KEY FOUNDATION**

Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds

SHELTER OPERATIONS	
(Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	\$
ESSENTIAL SERVICES TO THE HOMELESS*	
Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives).	\$15,000
HOMELESS PREVENTION*	
(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	\$
INDIRECT/ADMINISTRATIVE COSTS**	
(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)	\$
TOTAL	
	\$15,000

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

EXHIBIT "C"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

FAMILY SIZE	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

EXHIBIT "D" – Part I
Emergency Shelter Grant Beneficiaries
Monthly Report

RESIDENTIAL (SHELTER) SERVICES:

July 1st through June 30th

Project Title: _____

Shelter Type: _____

Total # Beds/Spaces Available in:

Barracks/Warehouse: _____ Scattered Site Apartment: _____
 Group / Large House: _____ Mobile Home / Trailer: _____
 Single Family Detached House(s): _____ Hotel / Motel: _____
 Other: _____ # Mats on the Floor: _____

Shelter Services: Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: _____ Lowest # People Sheltered: _____
 Date/Day of Week: _____ Date / Day of Week: _____
 # of Adults: _____ # of Adults: _____
 # Children: _____ # Children: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

On an average day, approximate percentages of:

Unaccompanied 18 and over Male _____ % Unaccompanied 18 and over Female _____ %
 Unaccompanied under 18 Male _____ % Unaccompanied under 18 Female _____ %

Families with Children, headed by:

Adult(s) 18 and over Male _____ % Female _____ %
 Youth 18 and under Male _____ % Female _____ %

On an average day, approximate percentage who are:

% of entire population

Battered Spouse: _____ % Alcohol or Drug Dependent: _____ %
 Runaway/Throwaway Youth: _____ % Elderly: _____ %
 Chronically Mentally Ill: _____ % Veterans: _____ %
 Developmentally Disabled: _____ % Physically Disabled: _____ %
 HIV / AIDS Infected: _____ % Other: _____ %

% of entire population

EXHIBIT "D" – Part II

Emergency Shelter Grant Beneficiaries

Annual Report

NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: Jobs for Veterans

Service Type(s):

Please report the number of participants receiving the following types of service(s):

Needs Assessment/Referral: _____	Transportation Assistance: _____
Case Management: _____	Employment Assistance: _____
Counseling: _____	Child Care Assistance: _____
Addictions Treatment: _____	Rental Assistance (Prevention): _____
Remedial Education Services: _____	Utility Cut-Off Prevention: _____
Life Skills: _____	Food Provisions: _____
Outreach to un-sheltered: _____	Soup Kitchen/Meals: _____
Job Training/Placement: _____	Other: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

Project Accomplishments:

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.)

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
LAS VEGAS-CLARK COUNTY URBAN LEAGUE**

AGREEMENT, made and entered into this 7th day of March, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and Las Vegas-Clark County Urban League, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 930 W. Owens, Las Vegas, NV 89106. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2008, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/08 ESG-funded project known as Self Sufficiency-Homeless Prevention to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$5,000 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

B. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

II CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided

herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

SUBRECIPIENT shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section II. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.

SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

J. THIRD PARTY CONTRACTS

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

B. POLITICAL ACTIVITIES

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

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

DISPOSITION OF PROGRAM INCOME

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 576

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Emergency Shelter Grant funds.

4. ENVIRONMENTAL STANDARDS

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. NATIONAL FLOOD INSURANCE PROGRAM

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. LEAD-BASED PAINT

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

**10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
24 CFR Part 576.57**

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENT shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

11. CONFLICT OF INTEREST 24 CFR Part 576.57

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

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

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Emergency Shelter Grants Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following

documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the ESG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. The remaining funds must be spent and drawn down by June 30th of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this

Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

H. ACCOUNTING METHODS

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the CITY or SUBRECIPIENT or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

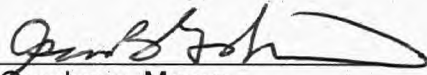
D. NOTIFICATION OF AGENCY CHANGES

SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information on file for all subrecipients.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

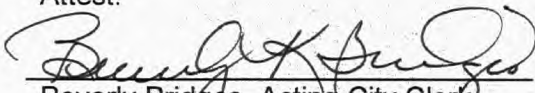
CITY OF LAS VEGAS

LAS VEGAS-CLARK CO. URBAN LEAGUE


Oscar B. Goodman, Mayor


Ken Biser
Executive Director

Attest:


Beverly Bridges, Acting City Clerk

By: Beverly K. Bridges, CMC
City Clerk

Council Action March 7, 2007

APPROVED AS TO FORM:  5/18/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 930 W. Owens as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53.

SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Rent and Utility Assistance

Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2008 reflecting services for the previous fiscal year (July 1, 2007 through June 30, 2008), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"

PROJECT BUDGET EXPENDITURES ELIGIBLE FOR REIMBURSEMENT LAS VEGAS-CLARK COUNTY URBAN LEAGUE Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds

SHELTER OPERATIONS	
(Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	\$
ESSENTIAL SERVICES TO THE HOMELESS*	
Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives).	\$
HOMELESS PREVENTION*	
(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	\$5,000
INDIRECT/ADMINISTRATIVE COSTS**	
(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)	\$
TOTAL	
	\$5,000

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

EXHIBIT "D" – Part I

Emergency Shelter Grant Beneficiaries

Monthly Report

RESIDENTIAL (SHELTER) SERVICES:

July 1st through June 30th

Project Title: _____

Shelter Type: _____

Total # Beds/Spaces Available in:

Barracks/Warehouse: _____	Scattered Site Apartment: _____
Group / Large House: _____	Mobile Home / Trailer: _____
Single Family Detached House(s): _____	Hotel / Motel: _____
Other: _____	# Mats on the Floor: _____

Shelter Services: Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: _____	Lowest # People Sheltered: _____
Date/Day of Week: _____	Date / Day of Week: _____
# of Adults: _____	# of Adults: _____
# Children: _____	# Children: _____

Number of Individuals Served:

Unduplicated # Served this year _____	ESG Percent of Budget _____ (ESG Amount + Total Project Budget)
---------------------------------------	--

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

On an average day, approximate percentages of:

Unaccompanied 18 and over	Male	%	Unaccompanied 18 and over	Female	%
Unaccompanied under 18	Male	%	Unaccompanied under 18	Female	%

Families with Children, headed by:

Adult(s) 18 and over	Male	%	Female	%
Youth 18 and under	Male	%	Female	%

On an average day, approximate percentage who are:

% of entire population	% of entire population
Battered Spouse: _____ %	Alcohol or Drug Dependent: _____ %
Runaway/Throwaway Youth: _____ %	Elderly: _____ %
Chronically Mentally Ill: _____ %	Veterans: _____ %
Developmentally Disabled: _____ %	Physically Disabled: _____ %
HIV / AIDS Infected: _____ %	Other: _____ %

EXHIBIT "D" – Part II

Emergency Shelter Grant Beneficiaries

Annual Report

NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: Self Sufficiency-Homeless Prevention

Service Type(s):

Please report the number of participants receiving the following types of service(s):

Needs Assessment/Referral: _____	Transportation Assistance: _____
Case Management: _____	Employment Assistance: _____
Counseling: _____	Child Care Assistance: _____
Addictions Treatment: _____	Rental Assistance (Prevention): _____
Remedial Education Services: _____	Utility Cut-Off Prevention: _____
Life Skills: _____	Food Provisions: _____
Outreach to un-sheltered: _____	Soup Kitchen/Meals: _____
Job Training/Placement: _____	Other: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

Project Accomplishments:

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.)

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
LUTHERAN SOCIAL SERVICES**

AGREEMENT, made and entered into this 7th day of March, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and Lutheran Social Services, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 741 Veterans Memorial Drive, Las Vegas, NV 89101. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2008, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/08 ESG-funded project known as Employment Support Project to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$12,596 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

B. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

II CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided

herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

SUBRECIPIENT shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section II. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.

SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

J. THIRD PARTY CONTRACTS

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

B. POLITICAL ACTIVITIES

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

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

DISPOSITION OF PROGRAM INCOME

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 576

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Emergency Shelter Grant funds.

4. ENVIRONMENTAL STANDARDS

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. NATIONAL FLOOD INSURANCE PROGRAM

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. LEAD-BASED PAINT

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

**10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
24 CFR Part 576.57**

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENT shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

11. CONFLICT OF INTEREST 24 CFR Part 576.57

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

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

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Emergency Shelter Grants Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following

documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the ESG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. The remaining funds must be spent and drawn down by June 30th of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this

Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

H. ACCOUNTING METHODS

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the CITY or SUBRECIPIENT or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

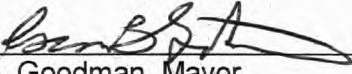
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

D. NOTIFICATION OF AGENCY CHANGES

SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information on file for all subrecipients.

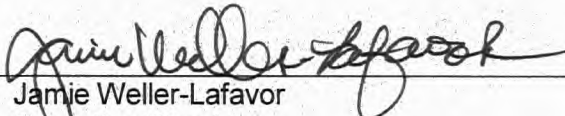
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

CITY OF LAS VEGAS



Oscar B. Goodman, Mayor

LUTHERAN SOCIAL SERVICES



Jamie Weller-Lafavor
Executive Director

Attest:



Beverly Bridges, Acting City Clerk
By: Beverly K. Bridges, CMC
City Clerk

Council Action March 7, 2007

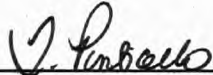
APPROVED AS TO FORM:  10/26/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 741 Veterans Memorial Drive as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53. SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Employment Support Project

Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2008 reflecting services for the previous fiscal year (July 1, 2007 through June 30, 2008), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"

PROJECT BUDGET EXPENDITURES ELIGIBLE FOR REIMBURSEMENT LUTHERAN SOCIAL SERVICES Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds

SHELTER OPERATIONS	
(Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	\$
ESSENTIAL SERVICES TO THE HOMELESS*	
Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives).	\$12,596
HOMELESS PREVENTION*	
(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	\$
INDIRECT/ADMINISTRATIVE COSTS**	
(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)	\$
TOTAL	
	\$12,596

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

FAMILY SIZE	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

EXHIBIT "D" – Part I
Emergency Shelter Grant Beneficiaries
Monthly Report

RESIDENTIAL (SHELTER) SERVICES:

July 1st through June 30th

Project Title: _____

Shelter Type: _____

Total # Beds/Spaces Available in:

Barracks/Warehouse: _____ Scattered Site Apartment: _____
 Group / Large House: _____ Mobile Home / Trailer: _____
 Single Family Detached House(s): _____ Hotel / Motel: _____
 Other: _____ # Mats on the Floor: _____

Shelter Services: Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: _____ Lowest # People Sheltered: _____
 Date/Day of Week: _____ Date / Day of Week: _____
 # of Adults: _____ # of Adults: _____
 # Children: _____ # Children: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

On an average day, approximate percentages of:

Unaccompanied 18 and over Male _____ % Unaccompanied 18 and over Female _____ %
 Unaccompanied under 18 Male _____ % Unaccompanied under 18 Female _____ %

Families with Children, headed by:

Adult(s) 18 and over Male _____ % Female _____ %
 Youth 18 and under Male _____ % Female _____ %

On an average day, approximate percentage who are:

% of entire population	% of entire population
Battered Spouse: _____ %	Alcohol or Drug Dependent: _____ %
Runaway/Throwaway Youth: _____ %	Elderly: _____ %
Chronically Mentally Ill: _____ %	Veterans: _____ %
Developmentally Disabled: _____ %	Physically Disabled: _____ %
HIV / AIDS Infected: _____ %	Other: _____ %

EXHIBIT "D" – Part II
Emergency Shelter Grant Beneficiaries
Annual Report

NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: Employment Support Project

Service Type(s):

Please report the number of participants receiving the following types of service(s):

Needs Assessment/Referral: _____	Transportation Assistance: _____
Case Management: _____	Employment Assistance: _____
Counseling: _____	Child Care Assistance: _____
Addictions Treatment: _____	Rental Assistance (Prevention): _____
Remedial Education Services: _____	Utility Cut-Off Prevention: _____
Life Skills: _____	Food Provisions: _____
Outreach to un-sheltered: _____	Soup Kitchen/Meals: _____
Job Training/Placement: _____	Other: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

Project Accomplishments:

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.)

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
SALVATION ARMY**

AGREEMENT, made and entered into this 7th day of March, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and Salvation Army, a nonprofit corporation duly organized under the laws of the State of ~~Nevada~~ ^{CALIFORNIA}, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is PO Box 28369, Las Vegas, NV 89126. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2008, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/08 ESG-funded project known as Homeless Services Security to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$21,337 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

B. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

II CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided

herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

SUBRECIPIENT shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section II. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.

SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

J. THIRD PARTY CONTRACTS

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

B. POLITICAL ACTIVITIES

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

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

DISPOSITION OF PROGRAM INCOME

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 576

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Emergency Shelter Grant funds.

4. ENVIRONMENTAL STANDARDS

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. NATIONAL FLOOD INSURANCE PROGRAM

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. LEAD-BASED PAINT

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

**10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
24 CFR Part 576.57**

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENT shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

11. CONFLICT OF INTEREST 24 CFR Part 576.57

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

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

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Emergency Shelter Grants Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following

documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the ESG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. The remaining funds must be spent and drawn down by June 30th of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this

Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

H. ACCOUNTING METHODS

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the CITY or SUBRECIPIENT or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

D. NOTIFICATION OF AGENCY CHANGES

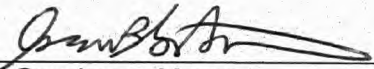
SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information on file for all subrecipients.

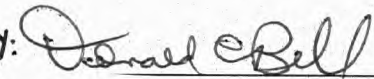
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

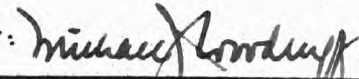
THE SALVATION ARMY, A CALIFORNIA CORPORATION

CITY OF LAS VEGAS

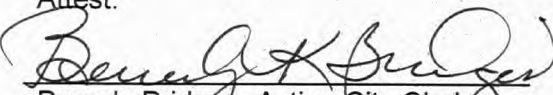
SALVATION ARMY


Oscar B. Goodman, Mayor

by: 
DONALD C. BELL, Vice President

ATTEST: 
Michael J. Woodruff, Secretary

Attest:


Beverly Bridges, Acting City Clerk
By: Beverly K. Bridges, CMC
City Clerk

Council Action March 7, 2007

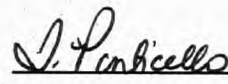
APPROVED AS TO FORM: 
5/18/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 31-47 West Owens Ave. as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53.

SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Homeless Services

Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2008 reflecting services for the previous fiscal year (July 1, 2007 through June 30, 2008), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"

PROJECT BUDGET EXPENDITURES ELIGIBLE FOR REIMBURSEMENT SALVATION ARMY

Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds

SHELTER OPERATIONS	
(Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	\$21,337
ESSENTIAL SERVICES TO THE HOMELESS*	
Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives).	\$
HOMELESS PREVENTION*	
(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	\$
INDIRECT/ADMINISTRATIVE COSTS**	
(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)	\$
TOTAL	
	\$21,337

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

EXHIBIT "D" – Part I

Emergency Shelter Grant Beneficiaries

Monthly Report

RESIDENTIAL (SHELTER) SERVICES:

July 1st through June 30th

Project Title: _____

Shelter Type: _____

Total # Beds/Spaces Available in:

Barracks/Warehouse: _____	Scattered Site Apartment: _____
Group / Large House: _____	Mobile Home / Trailer: _____
Single Family Detached House(s): _____	Hotel / Motel: _____
Other: _____	# Mats on the Floor: _____

Shelter Services: Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: _____	Lowest # People Sheltered: _____
Date/Day of Week: _____	Date / Day of Week: _____
# of Adults: _____	# of Adults: _____
# Children: _____	# Children: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

On an average day, approximate percentages of:

Unaccompanied 18 and over	Male _____ %	Unaccompanied 18 and over	Female _____ %
Unaccompanied under 18	Male _____ %	Unaccompanied under 18	Female _____ %

Families with Children, headed by:

Adult(s) 18 and over	Male _____ %	Female _____ %
Youth 18 and under	Male _____ %	Female _____ %

On an average day, approximate percentage who are:

% of entire population	% of entire population
Battered Spouse: _____ %	Alcohol or Drug Dependent: _____ %
Runaway/Throwaway Youth: _____ %	Elderly: _____ %
Chronically Mentally Ill: _____ %	Veterans: _____ %
Developmentally Disabled: _____ %	Physically Disabled: _____ %
HIV / AIDS Infected: _____ %	Other: _____ %

EXHIBIT "D" – Part II

Emergency Shelter Grant Beneficiaries

Annual Report

NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: Homeless Services

Service Type(s):

Please report the number of participants receiving the following types of service(s):

Needs Assessment/Referral: _____	Transportation Assistance: _____
Case Management: _____	Employment Assistance: _____
Counseling: _____	Child Care Assistance: _____
Addictions Treatment: _____	Rental Assistance (Prevention): _____
Remedial Education Services: _____	Utility Cut-Off Prevention: _____
Life Skills: _____	Food Provisions: _____
Outreach to un-sheltered: _____	Soup Kitchen/Meals: _____
Job Training/Placement: _____	Other: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

Project Accomplishments:

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.)

**FIRST AMENDMENT TO
EMERGENCY SHELTER GRANT AGREEMENT
Between the City of Las Vegas and
Shade Tree**

This First Amendment ("First Amendment") to Emergency Shelter Grant Agreement is entered into this 20th day of February, 2008, by and between the City of Las Vegas ("City"), a municipal corporation of the State of Nevada, and Shade Tree ("Subrecipient"), a Nevada corporation, whose primary mailing address is P.O. Box 669, Las Vegas, NV 89125.

WITNESSETH

WHEREAS, the City and Subrecipient entered into the Emergency Shelter Grant Agreement (the "Agreement") dated March 7, 2007; and

WHEREAS, the parties desire to amend the Agreement to provide for an increase in the amount of \$9,191.64 in the Emergency Shelter Grant (ESG) funds provided to Subrecipient under the Agreement for its emergency shelter program, Shelter Operations for an aggregate total of \$39,191.64 for the program.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the parties do hereby agree as follows:

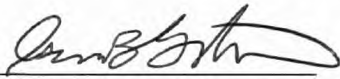
1. Article 1 A, of the Agreement is hereby amended to increase the amount of ESG funds referenced therein from \$30,000 to \$39,191.64.
2. Exhibits "B" and "C" of the Agreement are hereby deleted and replaced with Exhibits "B-1" and "C-1" attached hereto. All references in the Agreement to Exhibits "B" and "C" are hereby amended to refer to Exhibits "B-1" and "C-1."
3. Except as hereinabove set forth in this First Amendment, the Agreement shall remain valid and in full force and effect.

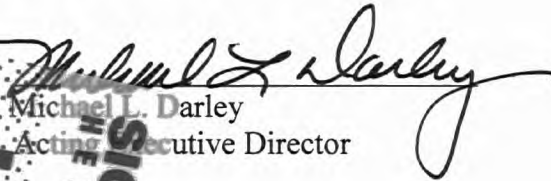
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IN WITNESS WHEREOF, the parties hereto have entered this First Amendment
the day and year first above written.

CITY OF LAS VEGAS

SHADE TREE

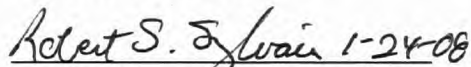

Oscar B. Goodman, Mayor


Michael L. Darley
Acting Executive Director

ATTEST:


Beverly K. Bridges, CMC
City Clerk

Approved as to Form:


Deputy City Attorney Date

Council Action: February 20, 2008
Emergency Shelter Grants

EXHIBIT "B-1"

**PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
SHADE TREE**

Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds

SHELTER OPERATIONS	
(Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	\$39,191.64
ESSENTIAL SERVICES TO THE HOMELESS*	
Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives).	\$
HOMELESS PREVENTION*	
(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	\$
INDIRECT/ADMINISTRATIVE COSTS**	
(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)	\$
TOTAL	
	\$39,191.64

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

EXHIBIT "C-1"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

FAMILY SIZE	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
SHADE TREE**

AGREEMENT, made and entered into this 7th day of March, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and Shade Tree, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 1 W. Owns Ave., North Las Vegas, NV 89030. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2008, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/08 ESG-funded project known as Shade tree Shelter to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$30,000 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

B. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

II CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided

herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

SUBRECIPIENT shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section II. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.

SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

J. THIRD PARTY CONTRACTS

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

B. POLITICAL ACTIVITIES

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

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

DISPOSITION OF PROGRAM INCOME

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 576

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Emergency Shelter Grant funds.

4. ENVIRONMENTAL STANDARDS

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. NATIONAL FLOOD INSURANCE PROGRAM

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. LEAD-BASED PAINT

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

**10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
24 CFR Part 576.57**

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENT shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

11. CONFLICT OF INTEREST 24 CFR Part 576.57

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

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

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Emergency Shelter Grants Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following

documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the ESG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. The remaining funds must be spent and drawn down by June 30th of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this

Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

H. ACCOUNTING METHODS

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the CITY or SUBRECIPIENT or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

D. NOTIFICATION OF AGENCY CHANGES

SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information on file for all subrecipients.

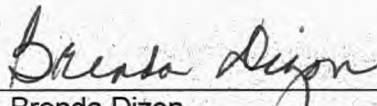
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

CITY OF LAS VEGAS



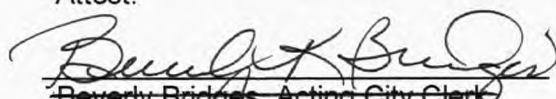
Oscar B. Goodman, Mayor

SHADE TREE



Brenda Dizon
Executive Director

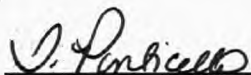
Attest:



Beverly Bridges, Acting City Clerk
By: Beverly K. Bridges, CMC
City Clerk

Council Action March 7, 2007

APPROVED AS TO FORM:



5/18/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 1 West Owens Ave. as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53.

SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Homeless Shelter

Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2008 reflecting services for the previous fiscal year (July 1, 2007 through June 30, 2008), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"

PROJECT BUDGET EXPENDITURES ELIGIBLE FOR REIMBURSEMENT SHADE TREE

Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds

SHELTER OPERATIONS	
(Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	\$30,000
ESSENTIAL SERVICES TO THE HOMELESS*	
Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives).	\$
HOMELESS PREVENTION*	
(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	\$
INDIRECT/ADMINISTRATIVE COSTS**	
(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)	\$
TOTAL	
	\$30,000

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

FAMILY SIZE	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

EXHIBIT "D" – Part I
Emergency Shelter Grant Beneficiaries
Monthly Report

RESIDENTIAL (SHELTER) SERVICES:

July 1st through June 30th

Project Title: Shade Tree Shelter

Shelter Type:

Total # Beds/Spaces Available in:

Barracks/Warehouse: _____	Scattered Site Apartment: _____
Group / Large House: _____	Mobile Home / Trailer: _____
Single Family Detached House(s): _____	Hotel / Motel: _____
Other: _____	# Mats on the Floor: _____

Shelter Services: Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: _____	Lowest # People Sheltered: _____
Date/Day of Week: _____	Date / Day of Week: _____
# of Adults: _____	# of Adults: _____
# Children: _____	# Children: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

On an average day, approximate percentages of:

Unaccompanied 18 and over	Male _____ %	Unaccompanied 18 and over	Female _____ %
Unaccompanied under 18	Male _____ %	Unaccompanied under 18	Female _____ %

Families with Children, headed by:

Adult(s) 18 and over	Male _____ %	Female _____ %	Youth 18 and under
	Male _____ %	Female _____ %	

On an average day, approximate percentage who are:

% of entire population	% of entire population
Battered Spouse: _____ %	Alcohol or Drug Dependent: _____ %
Runaway/Throwaway Youth: _____ %	Elderly: _____ %
Chronically Mentally Ill: _____ %	Veterans: _____ %
Developmentally Disabled: _____ %	Physically Disabled: _____ %
HIV / AIDS Infected: _____ %	Other: _____ %

EXHIBIT "D" – Part II

Emergency Shelter Grant Beneficiaries

Annual Report

NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: _____

Service Type(s):

Please report the number of participants receiving the following types of service(s):

Needs Assessment/Referral: _____	Transportation Assistance: _____
Case Management: _____	Employment Assistance: _____
Counseling: _____	Child Care Assistance: _____
Addictions Treatment: _____	Rental Assistance (Prevention): _____
Remedial Education Services: _____	Utility Cut-Off Prevention: _____
Life Skills: _____	Food Provisions: _____
Outreach to un-sheltered: _____	Soup Kitchen/Meals: _____
Job Training/Placement: _____	Other: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

Project Accomplishments:

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.)

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

EXHIBIT "D" – Part I
Emergency Shelter Grant Beneficiaries
Monthly Report

RESIDENTIAL (SHELTER) SERVICES:

July 1st through June 30th

Project Title: Shade Tree Shelter

Shelter Type:

Total # Beds/Spaces Available in:

Barracks/Warehouse: _____ Scattered Site Apartment: _____
 Group / Large House: _____ Mobile Home / Trailer: _____
 Single Family Detached House(s): _____ Hotel / Motel: _____
 Other: _____ # Mats on the Floor: _____

Shelter Services: Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: _____ Lowest # People Sheltered: _____
 Date/Day of Week: _____ Date / Day of Week: _____
 # of Adults: _____ # of Adults: _____
 # Children: _____ # Children: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

On an average day, approximate percentages of:

Unaccompanied 18 and over Male _____ % Unaccompanied 18 and over Female _____ %
 Unaccompanied under 18 Male _____ % Unaccompanied under 18 Female _____ %

Families with Children, headed by:

Adult(s) 18 and over Male _____ % Female _____ %
 Youth 18 and under Male _____ % Female _____ %

On an average day, approximate percentage who are:

% of entire population	% of entire population
Battered Spouse: _____ %	Alcohol or Drug Dependent: _____ %
Runaway/Throwaway Youth: _____ %	Elderly: _____ %
Chronically Mentally Ill: _____ %	Veterans: _____ %
Developmentally Disabled: _____ %	Physically Disabled: _____ %
HIV / AIDS Infected: _____ %	Other: _____ %

EXHIBIT "D" – Part II

Emergency Shelter Grant Beneficiaries

Annual Report

NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: _____

Service Type(s):

Please report the number of participants receiving the following types of service(s):

Needs Assessment/Referral: _____	Transportation Assistance: _____
Case Management: _____	Employment Assistance: _____
Counseling: _____	Child Care Assistance: _____
Addictions Treatment: _____	Rental Assistance (Prevention): _____
Remedial Education Services: _____	Utility Cut-Off Prevention: _____
Life Skills: _____	Food Provisions: _____
Outreach to un-sheltered: _____	Soup Kitchen/Meals: _____
Job Training/Placement: _____	Other: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

Project Accomplishments:

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.)

**FIRST AMENDMENT TO
EMERGENCY SHELTER GRANT AGREEMENT
Between the City of Las Vegas and
Safe House**

This First Amendment ("First Amendment") to Emergency Shelter Grant Agreement is entered into this 20th day of February 2008, by and between the City of Las Vegas ("City"), a municipal corporation of the State of Nevada, and Safe House ("Subrecipient"), a Nevada corporation, whose primary mailing address is 921 American Pacific Drive, Suite 300, Henderson NV 89014.

WITNESSETH

WHEREAS, the City and Subrecipient entered into the Emergency Shelter Grant Agreement (the "Agreement") dated March 7, 2007; and

WHEREAS, the parties desire to amend the Agreement to provide for an increase in the amount of \$3,739 in the Emergency Shelter Grant (ESG) funds provided to Subrecipient under the Agreement for its emergency shelter program, Shelter Operations for an aggregate total of \$13,739 for the program.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the parties do hereby agree as follows:

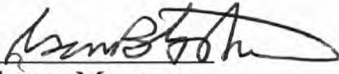
1. Article 1 A, of the Agreement is hereby amended to increase the amount of ESG funds referenced therein from \$10,000 to \$13,739.
2. Exhibits "B" and "C" of the Agreement are hereby deleted and replaced with Exhibits "B-1" and "C-1" attached hereto. All references in the Agreement to Exhibits "B" and "C" are hereby amended to refer to Exhibits "B-1" and "C-1."
3. Except as hereinabove set forth in this First Amendment, the Agreement shall remain valid and in full force and effect.

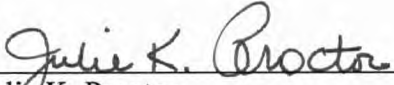
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IN WITNESS WHEREOF, the parties hereto have entered this First Amendment
the day and year first above written.

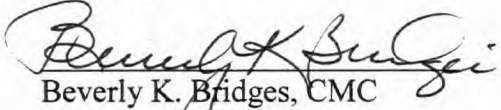
CITY OF LAS VEGAS

SAFE HOUSE

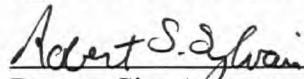

Oscar B. Goodman, Mayor


Julie K. Proctor
Executive Director

ATTEST:


Beverly K. Bridges, CMC
City Clerk

Approved as to Form:

 1-24-08
Deputy City Attorney Date

Council Action: February 20, 2008
Emergency Shelter Grants

EXHIBIT "B-1"**PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
SAFE HOUSE****Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds**

SHELTER OPERATIONS	
(Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	\$13,739
ESSENTIAL SERVICES TO THE HOMELESS*	
Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives).	\$
HOMELESS PREVENTION*	
(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	\$
INDIRECT/ADMINISTRATIVE COSTS**	
(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)	\$
TOTAL	
	\$13,739

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

EXHIBIT "C-1"

**CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES**

FAMILY SIZE	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
SAFE HOUSE**

AGREEMENT, made and entered into this 7th day of March, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and Safe House, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 921 American Pacific Drive, Henderson, NV 89014. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2008, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/08 ESG-funded project known as Emergency Shelter to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$10,000 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

B. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

II CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided

herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

SUBRECIPIENT shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section II. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.

SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

J. THIRD PARTY CONTRACTS

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

B. POLITICAL ACTIVITIES

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

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

DISPOSITION OF PROGRAM INCOME

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 576

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Emergency Shelter Grant funds.

4. ENVIRONMENTAL STANDARDS

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. NATIONAL FLOOD INSURANCE PROGRAM

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. LEAD-BASED PAINT

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

**10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
24 CFR Part 576.57**

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENT shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

11. CONFLICT OF INTEREST 24 CFR Part 576.57

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

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

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Emergency Shelter Grants Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following

documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the ESG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. The remaining funds must be spent and drawn down by June 30th of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this

Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

H. ACCOUNTING METHODS

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the CITY or SUBRECIPIENT or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

D. NOTIFICATION OF AGENCY CHANGES

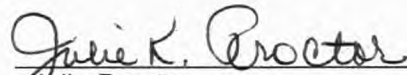
SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information on file for all subrecipients.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

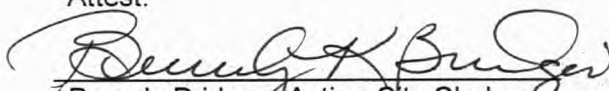
CITY OF LAS VEGAS


Oscar B. Goodman, Mayor

SAFE HOUSE


Julie Proctor
Executive Director

Attest:


Beverly Bridges, Acting City Clerk

By: Beverly K. Bridges, CMC
City Clerk

Council Action March 7, 2007

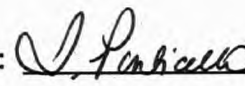
APPROVED AS TO FORM: 
5/18/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 921 American Pacific Drive as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53.

SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Emergency Shelter

Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2008 reflecting services for the previous fiscal year (July 1, 2007 through June 30, 2008), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"**PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
SAFE HOUSE****Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds**

SHELTER OPERATIONS	
(Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	\$10,000
ESSENTIAL SERVICES TO THE HOMELESS*	
Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives).	\$
HOMELESS PREVENTION*	
(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	\$
INDIRECT/ADMINISTRATIVE COSTS**	
(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)	\$
TOTAL	
	\$10,000

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

FAMILY SIZE	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

EXHIBIT "D" – Part I
Emergency Shelter Grant Beneficiaries
Monthly Report

RESIDENTIAL (SHELTER) SERVICES:

July 1st through June 30th

Project Title: Emergency Shelter

Shelter Type:

Total # Beds/Spaces Available in:

Barracks/Warehouse: _____ Scattered Site Apartment: _____
 Group / Large House: _____ Mobile Home / Trailer: _____
 Single Family Detached House(s): _____ Hotel / Motel: _____
 Other: _____ # Mats on the Floor: _____

Shelter Services: Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: _____ Lowest # People Sheltered: _____
 Date/Day of Week: _____ Date / Day of Week: _____
 # of Adults: _____ # of Adults: _____
 # Children: _____ # Children: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

On an average day, approximate percentages of:

Unaccompanied 18 and over Male _____ % Unaccompanied 18 and over Female _____ %
 Unaccompanied under 18 Male _____ % Unaccompanied under 18 Female _____ %

Families with Children, headed by:

Adult(s) 18 and over Male _____ % Female _____ %
 Youth 18 and under Male _____ % Female _____ %

On an average day, approximate percentage who are:

% of entire population

Battered Spouse: _____ % Alcohol or Drug Dependent: _____ %
 Runaway/Throwaway Youth: _____ % Elderly: _____ %
 Chronically Mentally Ill: _____ % Veterans: _____ %
 Developmentally Disabled: _____ % Physically Disabled: _____ %
 HIV / AIDS Infected: _____ % Other: _____ %

% of entire population

EXHIBIT "D" – Part II

Emergency Shelter Grant Beneficiaries

Annual Report

NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: _____

Service Type(s):

Please report the number of participants receiving the following types of service(s):

Needs Assessment/Referral: _____	Transportation Assistance: _____
Case Management: _____	Employment Assistance: _____
Counseling: _____	Child Care Assistance: _____
Addictions Treatment: _____	Rental Assistance (Prevention): _____
Remedial Education Services: _____	Utility Cut-Off Prevention: _____
Life Skills: _____	Food Provisions: _____
Outreach to un-sheltered: _____	Soup Kitchen/Meals: _____
Job Training/Placement: _____	Other: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
(ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

Project Accomplishments:

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.)

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
WOMEN'S DEVELOPMENT CENTER**

AGREEMENT, made and entered into this 7th day of March, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and Women's Development Center, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 4020 Pecos McLeod, Las Vegas, NV 89121. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2008, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/08 ESG-funded project known as Transitional Housing and Affordable Rental to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$10,000 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

B. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

II CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided

herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

SUBRECIPIENT shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section II. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.

SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

J. THIRD PARTY CONTRACTS

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

B. POLITICAL ACTIVITIES

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

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

DISPOSITION OF PROGRAM INCOME

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 576

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Emergency Shelter Grant funds.

4. ENVIRONMENTAL STANDARDS

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. NATIONAL FLOOD INSURANCE PROGRAM

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. LEAD-BASED PAINT

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

**10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
24 CFR Part 576.57**

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENT shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

11. CONFLICT OF INTEREST 24 CFR Part 576.57

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

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

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Emergency Shelter Grants Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following

documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the ESG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. The remaining funds must be spent and drawn down by June 30th of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this

Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

H. ACCOUNTING METHODS

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the CITY or SUBRECIPIENT or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

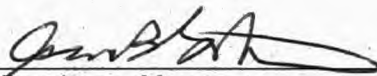
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

D. NOTIFICATION OF AGENCY CHANGES

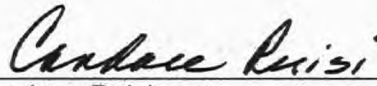
SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information on file for all subrecipients.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

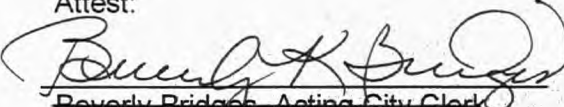
CITY OF LAS VEGAS


Oscar B. Goodman, Mayor

WOMEN'S DEVELOPMENT CENTER


Candace Ruisi
Executive Director

Attest:


Beverly Bridges, Acting City Clerk
By: Beverly K. Bridges, CMC
City Clerk

Council Action March 7, 2007

APPROVED AS TO FORM: 
5/18/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 4020 Pecos McLeod. as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53.

SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Transitional Housing and Affordable Rental

Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2008 reflecting services for the previous fiscal year (July 1, 2007 through June 30, 2008), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"

**PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
WOMEN'S DEVELOPMENT CENTER
Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds**

SHELTER OPERATIONS	
(Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	\$
ESSENTIAL SERVICES TO THE HOMELESS*	
Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives).	\$6,800
HOMELESS PREVENTION*	
(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	\$3,200
INDIRECT/ADMINISTRATIVE COSTS**	
(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)	\$
TOTAL	
	\$10,000

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

FAMILY SIZE	<u>INCOME NOT TO EXCEED</u>		
	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

EXHIBIT "D" – Part I

Emergency Shelter Grant Beneficiaries

Monthly Report

RESIDENTIAL (SHELTER) SERVICES:

July 1st through June 30th

Project Title: _____

Shelter Type: _____

Total # Beds/Spaces Available in:

Barracks/Warehouse: _____	Scattered Site Apartment: _____
Group / Large House: _____	Mobile Home / Trailer: _____
Single Family Detached House(s): _____	Hotel / Motel: _____
Other: _____	# Mats on the Floor: _____

Shelter Services: Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: _____	Lowest # People Sheltered: _____
Date/Day of Week: _____	Date / Day of Week: _____
# of Adults: _____	# of Adults: _____
# Children: _____	# Children: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
(ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

On an average day, approximate percentages of:

Unaccompanied 18 and over Male _____ %	Unaccompanied 18 and over Female _____ %
Unaccompanied under 18 Male _____ %	Unaccompanied under 18 Female _____ %

Families with Children, headed by:

Adult(s) 18 and over Male _____ %	Female _____ %
Youth 18 and under Male _____ %	Female _____ %

On an average day, approximate percentage who are:

% of entire population	% of entire population
Battered Spouse: _____ %	Alcohol or Drug Dependent: _____ %
Runaway/Throwaway Youth: _____ %	Elderly: _____ %
Chronically Mentally Ill: _____ %	Veterans: _____ %
Developmentally Disabled: _____ %	Physically Disabled: _____ %
HIV / AIDS Infected: _____ %	Other: _____ %

EXHIBIT "D" – Part II

Emergency Shelter Grant Beneficiaries

Annual Report

NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: Transitional Housing and Affordable Rental

Service Type(s):

Please report the number of participants receiving the following types of service(s):

Needs Assessment/Referral: _____	Transportation Assistance: _____
Case Management: _____	Employment Assistance: _____
Counseling: _____	Child Care Assistance: _____
Addictions Treatment: _____	Rental Assistance (Prevention): _____
Remedial Education Services: _____	Utility Cut-Off Prevention: _____
Life Skills: _____	Food Provisions: _____
Outreach to un-sheltered: _____	Soup Kitchen/Meals: _____
Job Training/Placement: _____	Other: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

Project Accomplishments:

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.)

**EMERGENCY SHELTER GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
UNITED METHODIST SOCIAL MINISTRIES**

AGREEMENT, made and entered into this 7th day of March, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "City", and Untied Methodist Social Ministries, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is PO Box 270591, Las Vegas, NV 89127. This Agreement will remain in effect for one year from the date the City executes the Agreement or until June 30, 2008, whichever is later.

WHEREAS the City of Las Vegas (the "City") is a recipient of funds under the Emergency Shelter Grants ("ESG") Program of the United States Department of Housing and Urban Development ("HUD"), as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended; and

WHEREAS, the purpose of the ESG program is to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, to help meet the cost of operating emergency shelters and of providing certain essential social services to homeless families and individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to attain self-sufficiency. The program is also intended to restrict the increase of homelessness through the funding of preventive programs and activities; and

WHEREAS, the services which are funded by the ESG program must benefit homeless individuals and families within the jurisdiction of the City, and in accordance with the income eligibility criteria found in the HUD Section 8 Guidelines, as referenced in Exhibit "C", "Direct Service Program Income Eligibility Criteria", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Program has been certified by the City as having met the primary objective of the HUD Plan, which certification authorizes HUD to make grants for the payment of operating expenses, essential services, and homeless prevention activities for the homeless; and

WHEREAS, SUBRECIPIENT has applied to the City for grant assistance to fund the Program; and

WHEREAS, the City Council hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by SUBRECIPIENT, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the City.

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

I. SCOPE OF SERVICE

A. SUBRECIPIENT RESPONSIBILITIES

SUBRECIPIENT will be responsible for administering a FY 2007/08 ESG-funded project known as Weekend Emergency Assistance to provide activities eligible under the ESG Grant program pertaining to Program Services as more specifically set out and attached as Exhibit "A", Scope of Service Description and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$13,000 in ESG funds, hereinafter "ESG Funds" or "Funds" to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached. SUBRECIPIENT hereby agrees to adhere to the Scope of Services Description, Exhibit "A".

B. TIME OF PERFORMANCE

This Agreement provides for ESG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2007 through June 30, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no ESG grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent that ESG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, of the fiscal year but prior to execution of this Agreement may be reimbursed upon approval of the Grantee.

II CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

SUBRECIPIENT agrees to abide with all Policies, Regulations and ESG program criteria as specified in the Neighborhood Services Emergency Shelter Grants Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the ESG grant funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided

herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for ESG funding.

C. INDEMNIFICATION

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

D. ON-SITE MONITORING

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

SUBRECIPIENT shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the ESG Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

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

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

F. INSURANCE

The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:

- a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

- c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section II. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.

SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.

Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.

Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

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

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with ESG Program regulations, made by written amendment to this Agreement and approved and signed by both the SUBRECIPIENT and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the ESG Program funding to the City.

J. THIRD PARTY CONTRACTS

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

If SUBRECIPIENT is a primarily religious organization, the City will require SUBRECIPIENT to be bound by ESG program limitations as established by 24 Code of Federal Regulations (CFR) 576.23.

B. POLITICAL ACTIVITIES

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

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME

SUBRECIPIENT agrees that program income, as defined in 24 CFR 84.24, includes, but is not limited to, the following:

Program income earned during the project period shall be retained by the city of Las Vegas and, in accordance with HUD regulations or the terms and conditions of the award, shall be used in one or more of the ways listed in 84.24. Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards as set out in 84.30 through 84.37.

DISPOSITION OF PROGRAM INCOME

Upon approval by the CITY, income from the Project may be retained by SUBRECIPIENT provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

D. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 576, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 576.57, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 576

SUBRECIPIENT agrees to comply with such laws and Program requirements as authorized by the Stewart B. McKinney Homeless Assistance Act of 1987 (Pub.L. 100-77), the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Pub.L. 100-628), the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub.L. 101-625), and HUD's ESG regulations in 24 CFR Part 576, as amended

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974--AGE DISCRIMINATION ACT of 1975--SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Emergency Shelter Grant funds.

4. ENVIRONMENTAL STANDARDS

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. NATIONAL FLOOD INSURANCE PROGRAM

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under 24 CFR Part 576.59. Relocation assistance must be provided at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide

regulations implementing the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

7. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. LEAD-BASED PAINT

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 576.57; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

**10. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
24 CFR Part 576.57**

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. SUBRECIPIENT shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.

11. CONFLICT OF INTEREST 24 CFR Part 576.57

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or

responsibilities with respect to ESG activities assisted pursuant to Part 576.57, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a ESG-assisted activity, or with respect to the proceeds of the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12 LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a SUBRECIPIENT of ESG funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

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

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Emergency Shelter Grants Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following

documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from SUBRECIPIENT bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

ESG funds must be spent in a timely manner. To ensure compliance with this requirement, fifty percent (50%) of the ESG grant award provided by this agreement must be spent by December 31st of the fiscal year the funds are awarded. The City's fiscal year is from July 1st – June 30th. Completed Request for Funds for the first six months must be received and processed by Neighborhood Services no later than January 31st of the fiscal year the funds are awarded. Client reporting forms for the first six months must have also been received prior to January 31st in order for any Request For Funds to be processed. The remaining funds must be spent and drawn down by June 30th of the fiscal year the funds are awarded. In the event that NEIGHBORHOOD SERVICES staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this

Agreement, the City reserves the right to reprogram the funds to another ESG eligible project/program.

H. ACCOUNTING METHODS

Expenditures charged to CITY ESG funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

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

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C, Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 576.57, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 576.57 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of ESG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

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

B. TERMINATION PROCEDURES

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 24 CFR Part 576 is subject to federal enforcement procedures identified in 24 CFR Part 85.43. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the CITY or SUBRECIPIENT or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

D. NOTIFICATION OF AGENCY CHANGES

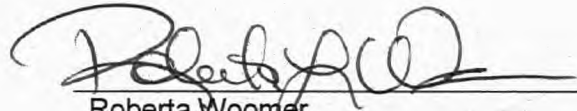
SUBRECIPIENT must notify the CITY in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information on file for all subrecipients.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

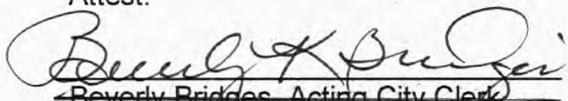
CITY OF LAS VEGAS

UNITED METHODIST SOCIAL MINISTRIES


Oscar B. Goodman, Mayor


Roberta Woomer
Executive Director

Attest:


Beverly Bridges, Acting City Clerk

By: Beverly K. Bridges, CMC
City Clerk

Council Action March 7, 2007

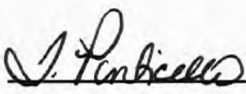
APPROVED AS TO FORM: 
5/18/07

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Subject to receipt of the ESG funding from the federal government, the City will provide up to the amount of the ESG funding identified in I.A. to the SUBRECIPIENT to provide the following services located at 2727 Civic Center Drive. as outlined in Exhibit "B" of this agreement between Subrecipient and City ("Agreement"), Expenditures Eligible for Reimbursement:

Purpose of Services

SUBRECIPIENT must operate and maintain the Program for the aforementioned period during which such assistance is provided, as established by 24 CFR 576.53.

SUBRECIPIENT will provide, in accordance with 24 CFR 576.56, assistance to homeless families in obtaining:

Weekend Emergency Assistance

Progress Reports

SUBRECIPIENT will provide program progress reports to the Neighborhood Services Division of the City of Las Vegas ("NSD") on a monthly basis. These reports will contain, but are not limited to, the following data regarding Program participants:

1. Maximum number of shelter spaces available during the month
2. Total clients served during the month
3. Number of senior citizens served
4. Number of handicapped clients served
5. Demographics of clients served (age, sex)
6. Program's progress toward achieving the objectives outlined in Section "B" – Scope of Services of the Agreement
7. Location where the aforementioned services have been provided.

SUBRECIPIENT will also provide to the Neighborhood Services Department (NSD) Exhibit "D", "Emergency Shelter Grant Beneficiaries Annual Report" of the Agreement, by July 30, 2008 reflecting services for the previous fiscal year (July 1, 2007 through June 30, 2008), noting the highest and lowest number of participants served per day/night by the Program, the client's estimated average characteristics, the types of services offered to Program participants, any Program Accomplishments or significant changes, and the percent of the Program's budget that was paid for with ESG funds.

The submittal dates cited for these HUD reports, as well as the type of reports required, are subject to change in accordance with updated guidelines and regulations that may be received prior to the stated due date relative to the submission of this information.

SUBRECIPIENT will provide documentation to NSD to substantiate and identify the source of matching funds requirement in an amount equal to the amount of the Funds, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter and executed agreement, as required under the provisions of 24 CFR Part 576.51, Subpart (a). Such matching funds shall not be used as a match to any other Federal grant, and shall not be used as a match to a previous ESG grant received by SUBRECIPIENT.

SUBRECIPIENT will provide a listing of all addresses used by the SUBRECIPIENT as shelter units for the homeless participants in the Program, within fifteen (15) days after SUBRECIPIENT has received the transmittal letter or fifteen (15) days after SUBRECIPIENT has added a new shelter unit to the Program.

SUBRECIPIENT shall establish procedures to ensure the confidentiality of victims of family violence, in accordance with Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (Pub.L. 101-625).

SUBRECIPIENT shall involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating the facilities used by the Program, and in providing services for occupants of these facilities, in accordance with Section 1402(b) of the Housing and Community Development Act of 1992 (Pub.L. 102-550). SUBRECIPIENT shall establish a formal process to terminate assistance to any individual or family participant who violates Program requirements; such formal process shall recognize the rights of individuals affected, and may include a hearing.

EXHIBIT "B"

**PROJECT BUDGET
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
UNITED METHODIST SOCIAL MINISTRIES
Fiscal Year 2007/2008 Emergency Shelter Grant Program Funds**

SHELTER OPERATIONS	
(Salaries & Fringe related to Operations*, Shelter or Administrative Rent/HOA Fees/Insurance, Shelter Utilities, Maintenance, Repairs, Equipment, Fuel/Mileage of Staff, Security, Meals/Food, Furnishings, Staff Salaries related to operations, etc.)	\$
ESSENTIAL SERVICES TO THE HOMELESS*	
Also known as supportive services, address the service needs of homeless persons, such as employment, health, drug abuse, or education, to help homeless persons meet three overall goals: (1) Achieve residential stability; (2) Increase their skill levels and/or incomes; and (3) Obtain greater self-determination (i.e. more influence over decisions that affect their lives).	\$6,000
HOMELESS PREVENTION*	
(Rent Assistance to prevent eviction, Utility Assistance to prevent termination of services, Security Deposits or first month's rent into permanent housing, etc.	\$7,000
INDIRECT/ADMINISTRATIVE COSTS**	
(Medical/Psychological/Substance Abuse Treatment, Employment Support, Child Care Assistance, Transportation Assistance, Education Scholarships, Staff salaries necessary to provide these services, etc.)	\$
TOTAL	
	\$13,000

*Funds in these categories or line-items are subject to the limitations in 42 USC 11374(a)

**Funds in this line-item are subject to the limitations in 42 USC 11378

EXHIBIT "C"

CLIENT ELIGIBILITY HUD SECTION 8 GUIDELINES

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	\$12,650 or less	\$21,050	\$33,650
2	\$14,450 or less	\$24,050	\$38,500
3	\$16,250 or less	\$27,050	\$43,300
4	\$18,050 or less	\$30,050	\$48,100
5	\$19,500 or less	\$32,450	\$51,950
6	\$20,950 or less	\$34,850	\$55,800
7	\$22,400 or less	\$37,250	\$59,650
8	\$23,850 or less	\$39,650	\$63,500

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household means a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective March, 2007.

EXHIBIT "D" – Part I
Emergency Shelter Grant Beneficiaries
Monthly Report

RESIDENTIAL (SHELTER) SERVICES:

July 1st through June 30th

Project Title: _____

Shelter Type: _____

Total # Beds/Spaces Available in:

Barracks/Warehouse: _____	Scattered Site Apartment: _____
Group / Large House: _____	Mobile Home / Trailer: _____
Single Family Detached House(s): _____	Hotel / Motel: _____
Other: _____	# Mats on the Floor: _____

Shelter Services: Please report the following information on shelter provided for on the day when the highest number of people were served and the day when the lowest number of people were served:

Highest # People Sheltered: _____	Lowest # People Sheltered: _____
Date/Day of Week: _____	Date / Day of Week: _____
# of Adults: _____	# of Adults: _____
# Children: _____	# Children: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
 (ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

On an average day, approximate percentages of:

Unaccompanied 18 and over Male _____ %	Unaccompanied 18 and over Female _____ %
Unaccompanied under 18 Male _____ %	Unaccompanied under 18 Female _____ %

Families with Children, headed by:

Adult(s) 18 and over Male _____ %	Female _____ %
Youth 18 and under Male _____ %	Female _____ %

On an average day, approximate percentage who are:

Battered Spouse: _____ %	Alcohol or Drug Dependent: _____ %
Runaway/Throwaway Youth: _____ %	Elderly: _____ %
Chronically Mentally Ill: _____ %	Veterans: _____ %
Developmentally Disabled: _____ %	Physically Disabled: _____ %
HIV / AIDS Infected: _____ %	Other: _____ %

EXHIBIT "D" – Part II

Emergency Shelter Grant Beneficiaries

Annual Report

NON-RESIDENTIAL SERVICES:

July 1st through June 30th

Project Title: Weekend Emergency Assistance

Service Type(s):

Please report the number of participants receiving the following types of service(s):

Needs Assessment/Referral: _____	Transportation Assistance: _____
Case Management: _____	Employment Assistance: _____
Counseling: _____	Child Care Assistance: _____
Addictions Treatment: _____	Rental Assistance (Prevention): _____
Remedial Education Services: _____	Utility Cut-Off Prevention: _____
Life Skills: _____	Food Provisions: _____
Outreach to un-sheltered: _____	Soup Kitchen/Meals: _____
Job Training/Placement: _____	Other: _____

Number of Individuals Served:

Unduplicated # Served this year _____ ESG Percent of Budget _____
(ESG Amount ÷ Total Project Budget)

Average number served daily _____

Participant Characteristics:

Please report the number of participants who fell into the following categories:

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				

Project Accomplishments:

Please briefly describe any special accomplishments or significant changes your agency/program has experienced this year (e.g. new or improved collaborations with other programs; community awareness activities; significant milestones; etc.)