

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 \$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

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$882,000

Funding Source: HUD-HOPWA

Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:

For Fiscal Year 2007-2008, the city of Las Vegas has been notified by the United States Department of Housing and Urban Development (HUD) that the City will receive \$882,000 in HOPWA 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 HOPWA 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:

Agenda Memo

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

OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-

CITY COUNCIL MEETING OF: MARCH 7, 2007

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:

See Item 67 for related discussion.



AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 7, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: 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

SUMMARY OF TOTAL RECOMMENDED ALLOCATION

Aid for AIDS of Nevada (AFAN) – Housing Placement Coordinator	\$80,000
Aid for AIDS of Nevada (AFAN) – Short-term Rent, Mortgage, and Utility Assistance	\$247,802
Caminar – Property/Case Management	\$50,000
Community Counseling Center – HIV Supportive Services	\$50,000
Golden Rainbow – Living with AIDS Program	\$34,000
HELP of Southern Nevada – Affordable Housing Database	\$25,000
HELP of Southern Nevada – Emergency Resources Services	\$195,000
Las Vegas Fighting AIDS in our Community Today (FACT) - The Home Project	\$50,000
Nevada Association of Latin Americans (NALA) - HOPWA Housing and Supportive Services	\$60,000
<u>Women's Development Center – HOPWA Housing and Services</u>	<u>\$63,738</u>
Total HOPWA Funds Recommended by CDRB	\$855,540
<u>HOPWA Administration (3%)</u>	<u>\$26,460</u>
Total HOPWA Funds	\$882,000

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
Aid for AIDS of Nevada (AFAN)

THIS AGREEMENT, made and entered into this 1st day of July, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Aid for AIDS of Nevada (AFAN)**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 2300 S. Rancho Dr., Suite 211, Las Vegas, NV, 89102.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA program is designed to provide States and localities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter referred to as "HIV/AIDS") and their families; and

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for eligible activities under 24 CFR Part 574, Subpart D - Uses of Grant Funds; and

WHEREAS, the CITY, as the Entitlement Grantee for the HOPWA program, is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the CITY; and

WHEREAS, the CITY desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "Eligible Metropolitan Statistical Area" or "EMSA"); and

WHEREAS, the CITY desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides **Housing Information Services** for people living with HIV/AIDS and their families in the EMSA; and

WHEREAS, the CITY desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICES

PROJECT SPONSOR will be responsible for administering a FY 2007-2008 HOPWA-funded Program known as **Housing Placement Coordinator**. PROJECT SPONSOR agrees to provide **Housing Information Services** which are eligible activities under the HOPWA Program as specified in Scope of Services attached as Exhibit "A" Scope of Services Description and incorporated herein. The Scope of Services may hereinafter be referred to as "Program" or "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$80,000** in HOPWA funds, hereinafter referred to as "HOPWA Funds" or "Funds," to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached.

PROJECT SPONSOR agrees to adhere to the Scope of Services Description, Exhibit "A" of the Agreement.

TIME OF PERFORMANCE

The Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with the Agreement from July 1, 2007, or the date first written above, through June 30, 2008. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during FY 2007-2008. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of the Agreement may be reimbursed upon approval of the CITY and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

PROJECT SPONSOR agrees to abide with all Policies, Regulations and HOPWA program criteria as specified in the Neighborhood Services HOPWA Program Manual. PROJECT SPONSOR 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. PROJECT SPONSOR 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 HOPWA grant funds.

B. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROJECT SPONSOR has requested financial support of the CITY to enable PROJECT SPONSOR 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 PROJECT SPONSOR, 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 HOPWA funding.

C. INDEMNIFICATION

PROJECT SPONSOR 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. PROJECT SPONSOR'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.

PROJECT SPONSOR 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 HOPWA 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 PROJECT SPONSOR 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 PROJECT SPONSOR goes out of existence, the PROJECT SPONSOR 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 PROJECT SPONSOR 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 there from any information that the CITY desires concerning PROJECT SPONSOR'S operation hereunder. The PROJECT SPONSOR further understands and agrees that said inspection and audit would be exercised upon written notice. If the PROJECT SPONSOR or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, PROJECT SPONSOR 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 PROJECT SPONSOR are incomplete, the PROJECT SPONSOR 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 PROJECT SPONSOR shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage:

- (i) Industrial/Workers' Compensation Insurance protecting the PROJECT SPONSOR and the CITY from potential PROJECT SPONSOR employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the PROJECT SPONSOR's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The CITY shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the PROJECT SPONSOR's insurance carrier. The certificates

and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier'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 the PROJECT SPONSOR, including the rating and financial health of each insurance carrier 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.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the CITY.

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The PROJECT SPONSOR shall maintain coverage for the duration of this Agreement. The PROJECT SPONSOR shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the PROJECT SPONSOR and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the PROJECT SPONSOR fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the PROJECT SPONSOR.

G. IRS REGULATIONS:

PROJECT SPONSOR 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

PROJECT SPONSOR 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.

.. THIRD PARTY CONTRACTS

PROJECT SPONSOR 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 24 CFR 574.300

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

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA 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

PROJECT SPONSOR 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 24 CFR PART 84

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

DISPOSITION OF PROGRAM INCOME 24 CFR PARTS 84 AND 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program 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

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the CITY shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. **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 PROJECT SPONSOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. **SECTION 109 OF THE ACT
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 HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655**

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS 24 CFR 574.510**

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 24 CFR 574.640**

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 24 CFR 574.630**

PROJECT SPONSOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

PROJECT SPONSOR 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 24 CFR 574.635**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

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**

PROJECT SPONSOR 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. PROJECT SPONSORS 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 HOPWA provisions.

11. **CONFLICT OF INTEREST 24 CFR 574.625 and 24 CFR Part 85.36(b)(3)**

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 PROJECT SPONSOR who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, 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 HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-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, PROJECT SPONSORS, 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 recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR 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, PROJECT SPONSOR shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROJECT SPONSOR 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 PROJECT SPONSOR 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

PROJECT SPONSOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act, hereinafter referred to as "ADA" as applicable to the PROJECT SPONSOR and the activities to be performed by PROJECT SPONSOR under the scope of this Agreement. If employing more than fifteen (15) employees, PROJECT SPONSOR 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), PROJECT SPONSOR agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, PROJECT SPONSOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

I. CONFIDENTIALITY 24 CFR 574.440

PROJECT SPONSOR agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

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 PROJECT SPONSORS 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 PROJECT SPONSOR to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the PROJECT SPONSOR 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 HOPWA Program 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 Agreements, 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 your bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from PROJECT SPONSOR 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 Program Budget, Exhibit 'B' of the Agreement, and subject to any conditions imposed in the Scope of Services Description, Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the CITY for Program costs. PROJECT SPONSOR shall not make any changes in

the Program Budget, Exhibit 'B' of the Agreement, unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the HOPWA grant award provided by this agreement must be expended by December 31, 2007, or the funds will be reprogrammed. The Request for Release of Funds Forms, Exhibit "C", and Monthly HOPWA Reporting Forms, Exhibit "D", for the first six months of the program year must be received by January 10, 2008.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the Neighborhood Services Director or designee. All funds must be expended by June 30, 2008, with Request for Release of Funds Forms and Monthly HOPWA Reporting Forms submitted by July 10, 2008.

PROJECT SPONSOR may provide the CITY with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the CITY Neighborhood Services Director or designee. The CITY reserves the right to deny any extensions to this Agreement.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. These records shall be maintained by PROJECT SPONSOR.

.. 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 that has a unit acquisition cost of \$5,000 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. PROJECT SPONSOR 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 PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that 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 PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA 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 the Project objective 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, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA 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

PROJECT SPONSOR 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. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 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 that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the CITY.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to PROJECT SPONSOR at 2300 S. Rancho Dr., Suite 211, Las Vegas, NV 89102.

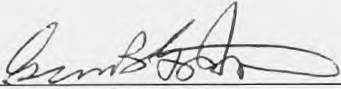
D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Aid for AIDS of Nevada (AFAN)

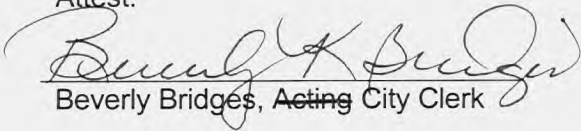


Oscar B. Goodman, Mayor



Caroline Ciocca, Executive Director

Attest:



Beverly Bridges, Acting City Clerk

Council Action: March 7, 2007

APPROVED AS TO FORM:

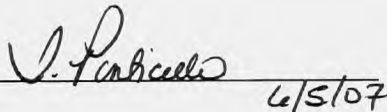

6/5/07

EXHIBIT "A"

SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Scope of Services to be provided.

Purpose of Services:

Provide housing information and housing placement assistance to eligible clients.

Tasks to be Performed:

Housing Information Services

Level of Service to be Provided and Measurable Goals for Grant period:

Provide housing information, placement assistance and advocacy for persons with HIV/AIDS and their families.

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

B. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2007 or the first program commencement date, until June 30, 2008, unless the Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients, families, and other persons served including: monthly number, year to date number, monthly client total for ethnicity and race categories, and year to date client total for ethnicity and race categories.
- 2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 10th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to your program for email address. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

Aid for AIDS of Nevada (AFAN) – Housing Placement Coordinator

Aid for AIDS of Nevada (AFAN) services will be provided in accordance with the following budget:

<u>HOPWA-Eligible Activity</u>	<u>Budgeted Amount</u>
Housing Information Services	\$80,000
TOTAL GRANT AWARD	\$80,000

EXHIBIT "C"

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS**

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2007/2008 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Aid for AIDS of Nevada (AFAN)	Phone: 382-2326
Project: Housing Placement Coordinator	FAX: 366-1609
Contact Person: Caroline Ciocca	E-mail: cciocca@afanlv.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Information Services	\$80,000			
TOTAL	\$80,000			

Signature

Date

EXHIBIT "D"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM JULY 2007 TO JUNE 2008 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

Name of Agency: Aid for AIDS of Nevada (AFAN)

Period Covered: _____ TO: _____

Grant Funding Year: FY 2007-2008

Program/Activity Name: Housing Placement Coordinator

Monthly Accomplishments: _____

	MONTHLY	YEAR TO DATE
Housing Assistance - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>with Housing Assistance</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>Only</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Housing Information Services – Number of Households		
TOTAL ASSISTED BY HOPWA		

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/African American & White				
Am. Indian/Alaska Nat. & Black/African Am.				
Other Multi Racial				
TOTAL ALL CATEGORIES				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month.

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
Aid for AIDS of Nevada (AFAN)

THIS AGREEMENT, made and entered into this 1st day of July, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Aid for AIDS of Nevada (AFAN)**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 2300 S. Rancho Dr., Suite 211, Las Vegas, NV, 89102.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA program is designed to provide States and localities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter referred to as "HIV/AIDS") and their families; and

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for eligible activities under 24 CFR Part 574, Subpart D - Uses of Grant Funds; and

WHEREAS, the CITY, as the Entitlement Grantee for the HOPWA program, is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the CITY; and

WHEREAS, the CITY desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "Eligible Metropolitan Statistical Area" or "EMSA"); and

WHEREAS, the CITY desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides **Short Term Rent, Mortgage, and Utility Assistance and Supportive Services** for people living with HIV/AIDS and their families in the EMSA; and

WHEREAS, the CITY desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICES

PROJECT SPONSOR will be responsible for administering a FY 2007-2008 HOPWA-funded Program known as **Short Term Rental Assistance**. PROJECT SPONSOR agrees to provide **Short Term Rent, Mortgage, and Utility Assistance and Supportive Services** which are eligible activities under the HOPWA Program as specified in Scope of Services attached as Exhibit "A" Scope of Services Description and incorporated herein. The Scope of Services may hereinafter be referred to as "Program" or "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$247,802** in

HOPWA funds, hereinafter referred to as "HOPWA Funds" or "Funds," to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached.

PROJECT SPONSOR agrees to adhere to the Scope of Services Description, Exhibit "A" of the Agreement.

TIME OF PERFORMANCE

The Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with the Agreement from July 1, 2007, or the date first written above, through June 30, 2008. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during FY 2007-2008. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of the Agreement may be reimbursed upon approval of the CITY and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

PROJECT SPONSOR agrees to abide with all Policies, Regulations and HOPWA program criteria as specified in the Neighborhood Services HOPWA Program Manual. PROJECT SPONSOR 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. PROJECT SPONSOR 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 HOPWA grant funds.

B. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROJECT SPONSOR has requested financial support of the CITY to enable PROJECT SPONSOR 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 PROJECT SPONSOR, 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 HOPWA funding.

C. INDEMNIFICATION

PROJECT SPONSOR 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. PROJECT SPONSOR'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.

PROJECT SPONSOR 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 HOPWA 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 PROJECT SPONSOR 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 PROJECT SPONSOR goes out of existence, the PROJECT SPONSOR 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 PROJECT SPONSOR 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 there from any information that the CITY desires concerning PROJECT SPONSOR'S operation hereunder. The PROJECT SPONSOR further understands and agrees that said inspection and audit would be exercised upon written notice. If the PROJECT SPONSOR or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, PROJECT SPONSOR 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 PROJECT SPONSOR are incomplete, the PROJECT SPONSOR 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 PROJECT SPONSOR shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage:

- (i) Industrial/Workers' Compensation Insurance protecting the PROJECT SPONSOR and the CITY from potential PROJECT SPONSOR employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the PROJECT SPONSOR's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The CITY shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the PROJECT SPONSOR's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier'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 the PROJECT SPONSOR, including the rating and financial health of each insurance carrier 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.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the CITY.

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The PROJECT SPONSOR shall maintain coverage for the duration of this Agreement. The PROJECT SPONSOR shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the PROJECT SPONSOR and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the PROJECT SPONSOR fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the PROJECT SPONSOR.

G. IRS REGULATIONS:

PROJECT SPONSOR 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

PROJECT SPONSOR 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. THIRD PARTY CONTRACTS

PROJECT SPONSOR 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 24 CFR 574.300

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

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA 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

PROJECT SPONSOR 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 24 CFR PART 84

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

DISPOSITION OF PROGRAM INCOME 24 CFR PARTS 84 AND 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program 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

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the CITY shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. 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 PROJECT SPONSOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

**2. SECTION 109 OF THE ACT
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 HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655**

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS 24 CFR 574.510**

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 24 CFR 574.640**

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 24 CFR 574.630**

PROJECT SPONSOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

PROJECT SPONSOR 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 24 CFR 574.635**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

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**

PROJECT SPONSOR 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. PROJECT SPONSORS 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 HOPWA provisions.

11. CONFLICT OF INTEREST 24 CFR 574.625 and 24 CFR Part 85.36(b)(3)

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 PROJECT SPONSOR who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, 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 HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-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, PROJECT SPONSORS, 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 recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR 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, PROJECT SPONSOR shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROJECT SPONSOR 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 PROJECT SPONSOR 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

PROJECT SPONSOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act, hereinafter referred to as "ADA" as applicable to the PROJECT SPONSOR and the activities to be performed by PROJECT SPONSOR under the scope of this Agreement. If employing more than fifteen (15) employees, PROJECT SPONSOR 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), PROJECT SPONSOR agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, PROJECT SPONSOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

I. CONFIDENTIALITY 24 CFR 574.440

PROJECT SPONSOR agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

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 PROJECT SPONSORS 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 PROJECT SPONSOR to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the PROJECT SPONSOR 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 HOPWA Program 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 Agreements, 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 your bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from PROJECT SPONSOR 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 Program Budget, Exhibit 'B' of the Agreement, and subject to any conditions imposed in the Scope of Services Description,

Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the CITY for Program costs. PROJECT SPONSOR shall not make any changes in the Program Budget, Exhibit "B" of the Agreement, unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the HOPWA grant award provided by this agreement must be expended by December 31, 2007, or the funds will be reprogrammed. The Request for Release of Funds Forms, Exhibit "C", and Monthly HOPWA Reporting Forms, Exhibit "D", for the first six months of the program year must be received by January 10, 2008.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the Neighborhood Services Director or designee. All funds must be expended by June 30, 2008, with Request for Release of Funds Forms and Monthly HOPWA Reporting Forms submitted by July 10, 2008.

PROJECT SPONSOR may provide the CITY with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the CITY Neighborhood Services Director or designee. The CITY reserves the right to deny any extensions to this Agreement.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. These records shall be maintained by PROJECT SPONSOR.

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 that has a unit acquisition cost of \$5,000 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. PROJECT SPONSOR 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 PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that 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 PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA 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 the Project objective 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, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA 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

PROJECT SPONSOR 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. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 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 that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the CITY.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to PROJECT SPONSOR at 2300 S. Rancho Dr., Suite 211, Las Vegas, NV 89102.

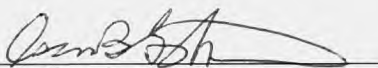
D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

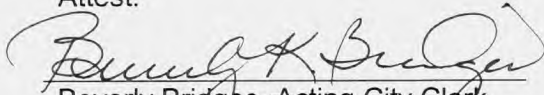
CITY OF LAS VEGAS

Aid for AIDS of Nevada (AFAN)


Oscar B. Goodman, Mayor


Caroline Ciocca, Executive Director

Attest:


Beverly Bridges, ~~Acting~~ City Clerk

Council Action: March 7, 2007

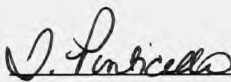
APPROVED AS TO FORM:  6/5/07

EXHIBIT "A"

SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Scope of Services to be provided.

Purpose of Services:

Provide short-term mortgage, rent, and utility assistance and supportive services to clients with HIV/AIDS and their families.

Tasks to be Performed:

Short-term mortgage, rent, and utility assistance and supportive services

Level of Service to be Provided and Measurable Goals for Grant period:

Short-term mortgage, rent, and utility assistance to approx. 45 persons a month who are pending Social Security Disability and/or Supplemental Security Income and provide supportive services.

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

B. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2007 or the first program commencement date, until June 30, 2008, unless the Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients, families, and other persons served including: monthly number, year to date number, monthly client total for ethnicity and race categories, and year to date client total for ethnicity and race categories.
- 2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 10th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to your program for email address. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

Aid for AIDS of Nevada (AFAN) – Short Term Rental Assistance

Aid for AIDS of Nevada (AFAN) services will be provided in accordance with the following budget:

<u>HOPWA-Eligible Activity</u>	<u>Budgeted Amount</u>
Short-term Rent, Mortgage, and Utility Assistance	\$209,756
Supportive Services	\$ 20,700
Administration	\$ 17,346
TOTAL GRANT AWARD	\$247,802

EXHIBIT "C"**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS**

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2007/2008 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Aid for AIDS of Nevada (AFAN)	Phone: 382-2326
Project: Short Term Rental Assistance	FAX: 366-1609
Contact Person: Caroline Ciocca	E-mail: cciocca@afanlv.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Short-term Rent, Mortgage, and Utility Assistance	\$209,756			
Supportive Services	\$ 20,700			
Administration	\$ 17,346			
TOTAL	\$247,802			

Signature

Date

EXHIBIT "D"

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
MONTHLY HOPWA REPORTING FORM
JULY 2007 TO JUNE 2008
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS**

Name of Agency: Aid for AIDS of Nevada (AFAN)

Period Covered: _____ **TO:** _____

Grant Funding Year: FY 2007-2008

Program/Activity Name: Short Term Rental Assistance

Monthly Accomplishments: _____

	MONTHLY	YEAR TO DATE
Housing Assistance - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>with Housing Assistance</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>Only</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Housing Information Services – Number of Households		
TOTAL ASSISTED BY HOPWA		

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/African American & White				
Am. Indian/Alaska Nat. & Black/African Am.				
Other Multi Racial				
TOTAL ALL CATEGORIES				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month.

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
Caminar

THIS AGREEMENT, made and entered into this 1st day of July, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Caminar**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is '3233 W. Charleston Suite 110, Las Vegas, NV, 89102.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA program is designed to provide States and localities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter referred to as "HIV/AIDS") and their families; and

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for eligible activities under 24 CFR Part 574, Subpart D - Uses of Grant Funds; and

WHEREAS, the CITY, as the Entitlement Grantee for the HOPWA program, is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the CITY; and

WHEREAS, the CITY desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "Eligible Metropolitan Statistical Area" or "EMSA"); and

WHEREAS, the CITY desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides **Housing Operations and Supportive Services** for people living with HIV/AIDS and their families in the EMSA; and

WHEREAS, the CITY desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICES

PROJECT SPONSOR will be responsible for administering a FY 2007-2008 HOPWA-funded Program known as **Property Case Management**. PROJECT SPONSOR agrees to provide **Housing Operations and Supportive Services** which are eligible activities under the HOPWA Program as specified in Scope of Services attached as Exhibit "A" Scope of Services Description and incorporated herein. The Scope of Services may hereinafter be referred to as "Program" or "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$50,000** in HOPWA funds, hereinafter referred to as

"HOPWA Funds" or "Funds," to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached.

PROJECT SPONSOR agrees to adhere to the Scope of Services Description, Exhibit "A" of the Agreement.

TIME OF PERFORMANCE

The Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with the Agreement from July 1, 2007, or the date first written above, through June 30, 2008. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during FY 2007-2008. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of the Agreement may be reimbursed upon approval of the CITY and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

PROJECT SPONSOR agrees to abide with all Policies, Regulations and HOPWA program criteria as specified in the Neighborhood Services HOPWA Program Manual. PROJECT SPONSOR 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. PROJECT SPONSOR 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 HOPWA grant funds.

B. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROJECT SPONSOR has requested financial support of the CITY to enable PROJECT SPONSOR 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 PROJECT SPONSOR, 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 HOPWA funding.

C. INDEMNIFICATION

PROJECT SPONSOR 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. PROJECT SPONSOR'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.

PROJECT SPONSOR 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 HOPWA 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 PROJECT SPONSOR 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 PROJECT SPONSOR goes out of existence, the PROJECT SPONSOR 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 PROJECT SPONSOR 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 there from any information that the CITY desires concerning PROJECT SPONSOR'S operation hereunder. The PROJECT SPONSOR further understands and agrees that said inspection and audit would be exercised upon written notice. If the PROJECT SPONSOR or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, PROJECT SPONSOR 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 PROJECT SPONSOR are incomplete, the PROJECT SPONSOR 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 PROJECT SPONSOR shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage:

- (i) Industrial/Workers' Compensation Insurance protecting the PROJECT SPONSOR and the CITY from potential PROJECT SPONSOR employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the PROJECT SPONSOR's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The CITY shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the PROJECT SPONSOR's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier'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 the PROJECT SPONSOR, including the rating and financial health of each insurance carrier 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.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the CITY.

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The PROJECT SPONSOR shall maintain coverage for the duration of this Agreement. The PROJECT SPONSOR shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the PROJECT SPONSOR and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the PROJECT SPONSOR fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the PROJECT SPONSOR.

G. IRS REGULATIONS:

PROJECT SPONSOR 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

PROJECT SPONSOR 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. THIRD PARTY CONTRACTS

PROJECT SPONSOR 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 24 CFR 574.300

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

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA 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

PROJECT SPONSOR 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 24 CFR PART 84

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

DISPOSITION OF PROGRAM INCOME 24 CFR PARTS 84 AND 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program 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

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the CITY shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. 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 PROJECT SPONSOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

**2. SECTION 109 OF THE ACT
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 HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655**

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS 24 CFR 574.510**

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 24 CFR 574.640**

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 24 CFR 574.630**

PROJECT SPONSOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

PROJECT SPONSOR 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 24 CFR 574.635**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

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**

PROJECT SPONSOR 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. PROJECT SPONSORS 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 HOPWA provisions.

11. CONFLICT OF INTEREST 24 CFR 574.625 and 24 CFR Part 85.36(b)(3)

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 PROJECT SPONSOR who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, 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 HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-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, PROJECT SPONSORS, 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 recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR 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, PROJECT SPONSOR shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROJECT SPONSOR 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 PROJECT SPONSOR 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

PROJECT SPONSOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act, hereinafter referred to as "ADA" as applicable to the PROJECT SPONSOR and the activities to be performed by PROJECT SPONSOR under the scope of this Agreement. If employing more than fifteen (15) employees, PROJECT SPONSOR 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), PROJECT SPONSOR agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, PROJECT SPONSOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

I. CONFIDENTIALITY 24 CFR 574.440

PROJECT SPONSOR agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

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 PROJECT SPONSORS 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 PROJECT SPONSOR to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the PROJECT SPONSOR 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 HOPWA Program 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 Agreements, 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 your bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from PROJECT SPONSOR 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 Program Budget, Exhibit 'B' of the Agreement, and subject to any conditions imposed in the Scope of Services Description,

Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the CITY for Program costs. PROJECT SPONSOR shall not make any changes in the Program Budget, Exhibit "B" of the Agreement, unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the HOPWA grant award provided by this agreement must be expended by December 31, 2007, or the funds will be reprogrammed. The Request for Release of Funds Forms, Exhibit "C", and Monthly HOPWA Reporting Forms, Exhibit "D", for the first six months of the program year must be received by January 10, 2008.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the Neighborhood Services Director or designee. All funds must be expended by June 30, 2008, with Request for Release of Funds Forms and Monthly HOPWA Reporting Forms submitted by July 10, 2008.

PROJECT SPONSOR may provide the CITY with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the CITY Neighborhood Services Director or designee. The CITY reserves the right to deny any extensions to this Agreement.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. These records shall be maintained by PROJECT SPONSOR.

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 that has a unit acquisition cost of \$5,000 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. PROJECT SPONSOR 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 PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that 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 PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA 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 the Project objective 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, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA 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

PROJECT SPONSOR 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. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 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 that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the CITY.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to PROJECT SPONSOR at '3233 W. Charleston Suite 110, Las Vegas, NV 89102.

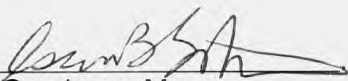
D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

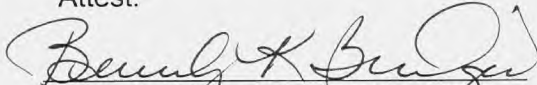
CITY OF LAS VEGAS

Caminar


Oscar B. Goodman, Mayor


Kathi Thomas-Gibson, Executive Director

Attest:


Beverly Bridges, Acting City Clerk

Council Action: March 7, 2007

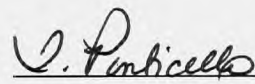
APPROVED AS TO FORM:  6/5/07

EXHIBIT "A"

SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Scope of Services to be provided.

Purpose of Services:

Housing and supportive services for persons with HIV/AIDS.

Tasks to be Performed:

Housing Operations and Supportive Services

Level of Service to be Provided and Measurable Goals for Grant period:

Property Case Management for Residential Housing units for persons with HIV/AIDS including property maintenance, collections and repairs for 8 clients.

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

B. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2007 or the first program commencement date, until June 30, 2008, unless the Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients, families, and other persons served including: monthly number, year to date number, monthly client total for ethnicity and race categories, and year to date client total for ethnicity and race categories.
- 2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 10th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to your program for email address. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

Caminar – Property Case Management

Caminar services will be provided in accordance with the following budget:

<u>HOPWA-Eligible Activity</u>	<u>Budgeted Amount</u>
Housing Operations	\$19,231
Supportive Services	\$27,269
Administration	\$3,500
TOTAL GRANT AWARD	\$50,000

EXHIBIT "C"

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS**

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2007/2008 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Caminar	Phone: 4716360
Project: Property Case Management	FAX: 5079214
Contact Person: Kathi Thomas-Gibson	E-mail: kathig@caminarinc.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Operations	\$19,231			
Supportive Services	\$27,269			
Administration	\$3,500			
TOTAL	\$50,000			

Signature

Date

EXHIBIT "D"

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
MONTHLY HOPWA REPORTING FORM
JULY 2007 TO JUNE 2008
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS**

Name of Agency: Caminar

Period Covered: _____ **TO:** _____

Grant Funding Year: FY 2007-2008

Program/Activity Name: Property Case Management

Monthly Accomplishments: _____

	MONTHLY	YEAR TO DATE
Housing Assistance - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>with Housing Assistance</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>Only</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Housing Information Services – Number of Households		
TOTAL ASSISTED BY HOPWA		

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/African American & White				
Am. Indian/Alaska Nat. & Black/African Am.				
Other Multi Racial				
TOTAL ALL CATEGORIES				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month.

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
Community Counseling Center

THIS AGREEMENT, made and entered into this 1st day of July, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Community Counseling Center**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 1120 Almond Tree Lane, Ste. #207, Las Vegas, NV, 89104.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA program is designed to provide States and localities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter referred to as "HIV/AIDS") and their families; and

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for eligible activities under 24 CFR Part 574, Subpart D - Uses of Grant Funds; and

WHEREAS, the CITY, as the Entitlement Grantee for the HOPWA program, is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the CITY; and

WHEREAS, the CITY desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "Eligible Metropolitan Statistical Area" or "EMSA"); and

WHEREAS, the CITY desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides **Supportive Services** for people living with HIV/AIDS and their families in the EMSA; and

WHEREAS, the CITY desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICES

PROJECT SPONSOR will be responsible for administering a FY 2007-2008 HOPWA-funded Program known as **HIV Supportive Services**. PROJECT SPONSOR agrees to provide **Supportive Services** which are eligible activities under the HOPWA Program as specified in Scope of Services attached as Exhibit "A" Scope of Services Description and incorporated herein. The Scope of Services may hereinafter be referred to as "Program" or "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$50,000 in HOPWA funds, hereinafter referred to as "HOPWA Funds" or "Funds," to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached.

PROJECT SPONSOR agrees to adhere to the Scope of Services Description, Exhibit "A" of the Agreement.

TIME OF PERFORMANCE

The Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with the Agreement from July 1, 2007, or the date first written above, through June 30, 2008. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during FY 2007-2008. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of the Agreement may be reimbursed upon approval of the CITY and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

PROJECT SPONSOR agrees to abide with all Policies, Regulations and HOPWA program criteria as specified in the Neighborhood Services HOPWA Program Manual. PROJECT SPONSOR 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. PROJECT SPONSOR 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 HOPWA grant funds.

B. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROJECT SPONSOR has requested financial support of the CITY to enable PROJECT SPONSOR 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 PROJECT SPONSOR, 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 HOPWA funding.

C. INDEMNIFICATION

PROJECT SPONSOR 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. PROJECT SPONSOR'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.

PROJECT SPONSOR 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 HOPWA 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 PROJECT SPONSOR 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 PROJECT SPONSOR goes out of existence, the PROJECT SPONSOR 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 PROJECT SPONSOR 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 there from any information that the CITY desires concerning PROJECT SPONSOR'S operation hereunder. The PROJECT SPONSOR further understands and agrees that said inspection and audit would be exercised upon written notice. If the PROJECT SPONSOR or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, PROJECT SPONSOR 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 PROJECT SPONSOR are incomplete, the PROJECT SPONSOR 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 PROJECT SPONSOR shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage:

- (i) Industrial/Workers' Compensation Insurance protecting the PROJECT SPONSOR and the CITY from potential PROJECT SPONSOR employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the PROJECT SPONSOR's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The CITY shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the PROJECT SPONSOR's insurance carrier. The certificates

and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier'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 the PROJECT SPONSOR, including the rating and financial health of each insurance carrier 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.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the CITY.

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The PROJECT SPONSOR shall maintain coverage for the duration of this Agreement. The PROJECT SPONSOR shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the PROJECT SPONSOR and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the PROJECT SPONSOR fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the PROJECT SPONSOR.

G. IRS REGULATIONS:

PROJECT SPONSOR 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

PROJECT SPONSOR 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.

.. THIRD PARTY CONTRACTS

PROJECT SPONSOR 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 24 CFR 574.300

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

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA 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

PROJECT SPONSOR 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 24 CFR PART 84

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

DISPOSITION OF PROGRAM INCOME 24 CFR PARTS 84 AND 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program 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

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the CITY shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. **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 PROJECT SPONSOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. **SECTION 109 OF THE ACT
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 HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655**

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS 24 CFR 574.510**

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 24 CFR 574.640**

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 24 CFR 574.630**

PROJECT SPONSOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

PROJECT SPONSOR 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 24 CFR 574.635**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

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**

PROJECT SPONSOR 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. PROJECT SPONSORS 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 HOPWA provisions.

11. **CONFLICT OF INTEREST 24 CFR 574.625 and 24 CFR Part 85.36(b)(3)**

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 PROJECT SPONSOR who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, 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 HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-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, PROJECT SPONSORS, 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 recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR 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, PROJECT SPONSOR shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROJECT SPONSOR 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 PROJECT SPONSOR 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

PROJECT SPONSOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act, hereinafter referred to as "ADA" as applicable to the PROJECT SPONSOR and the activities to be performed by PROJECT SPONSOR under the scope of this Agreement. If employing more than fifteen (15) employees, PROJECT SPONSOR 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), PROJECT SPONSOR agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, PROJECT SPONSOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

I. CONFIDENTIALITY 24 CFR 574.440

PROJECT SPONSOR agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

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 PROJECT SPONSORS 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 PROJECT SPONSOR to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the PROJECT SPONSOR 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 HOPWA Program 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 Agreements, 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 your bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from PROJECT SPONSOR 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 Program Budget, Exhibit 'B' of the Agreement, and subject to any conditions imposed in the Scope of Services Description, Exhibit 'A' of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit 'D' of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit 'C' of the Agreement, from the CITY for Program costs. PROJECT SPONSOR shall not make any changes in

the Program Budget, Exhibit 'B' of the Agreement, unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the HOPWA grant award provided by this agreement must be expended by December 31, 2007, or the funds will be reprogrammed. The Request for Release of Funds Forms, Exhibit "C", and Monthly HOPWA Reporting Forms, Exhibit "D", for the first six months of the program year must be received by January 10, 2008.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the Neighborhood Services Director or designee. All funds must be expended by June 30, 2008, with Request for Release of Funds Forms and Monthly HOPWA Reporting Forms submitted by July 10, 2008.

PROJECT SPONSOR may provide the CITY with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the CITY Neighborhood Services Director or designee. The CITY reserves the right to deny any extensions to this Agreement.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. These records shall be maintained by PROJECT SPONSOR.

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 that has a unit acquisition cost of \$5,000 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. PROJECT SPONSOR 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 PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that 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 PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA 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 the Project objective 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, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA 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

PROJECT SPONSOR 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. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 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 that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the CITY.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to PROJECT SPONSOR at 1120 Almond Tree Lane, Ste. #207, Las Vegas, NV 89104.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

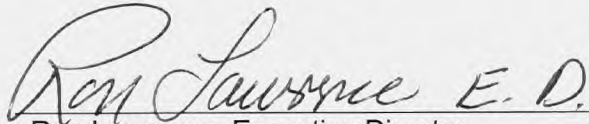
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

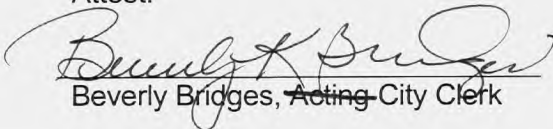
CITY OF LAS VEGAS

Community Counseling Center


Oscar B. Goodman, Mayor


Ron Lawrence, Executive Director

Attest:


Beverly Bridges, Acting City Clerk

Council Action: March 7, 2007

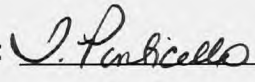
APPROVED AS TO FORM:  4/5/07

EXHIBIT "A"

SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Scope of Services to be provided.

Purpose of Services:

Provide case management to dually diagnosed mentally ill, HIV clients.

Tasks to be Performed:

Supportive Services

Level of Service to be Provided and Measurable Goals for Grant period:

Provide counseling and supportive services to 240 clients with dual diagnosis of mentally ill and HIV.

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

B. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2007 or the first program commencement date, until June 30, 2008, unless the Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients, families, and other persons served including: monthly number, year to date number, monthly client total for ethnicity and race categories, and year to date client total for ethnicity and race categories.
- 2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 10th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to your program for email address. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

Community Counseling Center – HIV Supportive Services

Community Counseling Center services will be provided in accordance with the following budget:

<u>HOPWA-Eligible Activity</u>	<u>Budgeted Amount</u>
Supportive Services	\$ 50,000
TOTAL GRANT AWARD	\$50,000

EXHIBIT "C"

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS**

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2007/2008 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Community Counseling Center	Phone: 369-8700
Project: HIV Supportive Services	FAX: 369-8489
Contact Person: Ron Lawrence	E-mail: ccclasvegas2@earthlink.net

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Supportive Services	\$50,000			
TOTAL	\$50,000			

Signature

Date

EXHIBIT "D"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM JULY 2007 TO JUNE 2008 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

Name of Agency: Community Counseling Center

Period Covered: _____ TO: _____

Grant Funding Year: FY 2007-2008

Program/Activity Name: HIV Supportive Services

Monthly Accomplishments: _____

	MONTHLY	YEAR TO DATE
Housing Assistance - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>with Housing Assistance</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>Only</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Housing Information Services – Number of Households		
TOTAL ASSISTED BY HOPWA		

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/African American & White				
Am. Indian/Alaska Nat. & Black/African Am.				
Other Multi Racial				
TOTAL ALL CATEGORIES				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month.

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
Golden Rainbow

THIS AGREEMENT, made and entered into this 1st day of July, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Golden Rainbow**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 3233 W. Charleston Ste. #108, Las Vegas, NV, 89102.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA program is designed to provide States and localities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter referred to as "HIV/AIDS") and their families; and

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for eligible activities under 24 CFR Part 574, Subpart D - Uses of Grant Funds; and

WHEREAS, the CITY, as the Entitlement Grantee for the HOPWA program, is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the CITY; and

WHEREAS, the CITY desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "Eligible Metropolitan Statistical Area" or "EMSA"); and

WHEREAS, the CITY desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides **Supportive Services, Housing Operations, and Short-term Rent, Mortgage, and Utility Assistance** for people living with HIV/AIDS and their families in the EMSA; and

WHEREAS, the CITY desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICES

PROJECT SPONSOR will be responsible for administering a FY 2007-2008 HOPWA-funded Program known as **Living with Aids Housing Program**. PROJECT SPONSOR agrees to provide **Supportive Services, Housing Operations, and Short-term Rent, Mortgage, and Utility Assistance** which are eligible activities under the HOPWA Program as specified in Scope of Services attached as Exhibit "A" Scope of Services Description and incorporated herein. The Scope of Services may hereinafter be referred to as "Program" or "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall

not exceed **\$34,000** in HOPWA funds, hereinafter referred to as "HOPWA Funds" or "Funds," to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached.

PROJECT SPONSOR agrees to adhere to the Scope of Services Description, Exhibit "A" of the Agreement.

TIME OF PERFORMANCE

The Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with the Agreement from July 1, 2007, or the date first written above, through June 30, 2008. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during FY 2007-2008. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of the Agreement may be reimbursed upon approval of the CITY and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

PROJECT SPONSOR agrees to abide with all Policies, Regulations and HOPWA program criteria as specified in the Neighborhood Services HOPWA Program Manual. PROJECT SPONSOR 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. PROJECT SPONSOR 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 HOPWA grant funds.

B. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROJECT SPONSOR has requested financial support of the CITY to enable PROJECT SPONSOR 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 PROJECT SPONSOR, 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 HOPWA funding.

C. INDEMNIFICATION

PROJECT SPONSOR 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. PROJECT SPONSOR'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.

PROJECT SPONSOR 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 HOPWA 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 PROJECT SPONSOR 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 PROJECT SPONSOR goes out of existence, the PROJECT SPONSOR 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 PROJECT SPONSOR 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 there from any information that the CITY desires concerning PROJECT SPONSOR'S operation hereunder. The PROJECT SPONSOR further understands and agrees that said inspection and audit would be exercised upon written notice. If the PROJECT SPONSOR or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, PROJECT SPONSOR 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 PROJECT SPONSOR are incomplete, the PROJECT SPONSOR 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 PROJECT SPONSOR shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage:

- (i) Industrial/Workers' Compensation Insurance protecting the PROJECT SPONSOR and the CITY from potential PROJECT SPONSOR employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the PROJECT SPONSOR's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The CITY shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the PROJECT SPONSOR's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier'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 the PROJECT SPONSOR, including the rating and financial health of each insurance carrier 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.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the CITY.

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The PROJECT SPONSOR shall maintain coverage for the duration of this Agreement. The PROJECT SPONSOR shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the PROJECT SPONSOR and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the PROJECT SPONSOR fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the PROJECT SPONSOR.

G. IRS REGULATIONS:

PROJECT SPONSOR 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

PROJECT SPONSOR 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. THIRD PARTY CONTRACTS

PROJECT SPONSOR 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 24 CFR 574.300

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

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA 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

PROJECT SPONSOR 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 24 CFR PART 84

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

DISPOSITION OF PROGRAM INCOME 24 CFR PARTS 84 AND 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program 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

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the CITY shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. 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 PROJECT SPONSOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

**2. SECTION 109 OF THE ACT
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 HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655**

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS 24 CFR 574.510**

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 24 CFR 574.640**

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 24 CFR 574.630**

PROJECT SPONSOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

PROJECT SPONSOR 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 24 CFR 574.635**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

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**

PROJECT SPONSOR 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. PROJECT SPONSORS 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 HOPWA provisions.

11. CONFLICT OF INTEREST 24 CFR 574.625 and 24 CFR Part 85.36(b)(3)

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 PROJECT SPONSOR who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, 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 HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-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, PROJECT SPONSORS, 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 recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR 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, PROJECT SPONSOR shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROJECT SPONSOR 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 PROJECT SPONSOR 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

PROJECT SPONSOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act, hereinafter referred to as "ADA" as applicable to the PROJECT SPONSOR and the activities to be performed by PROJECT SPONSOR under the scope of this Agreement. If employing more than fifteen (15) employees, PROJECT SPONSOR 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), PROJECT SPONSOR agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, PROJECT SPONSOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

I. CONFIDENTIALITY 24 CFR 574.440

PROJECT SPONSOR agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

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 PROJECT SPONSORS 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 PROJECT SPONSOR to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the PROJECT SPONSOR 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 HOPWA Program 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 Agreements, 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 your bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from PROJECT SPONSOR 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 Program Budget, Exhibit 'B' of the Agreement, and subject to any conditions imposed in the Scope of Services Description,

Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the CITY for Program costs. PROJECT SPONSOR shall not make any changes in the Program Budget, Exhibit "B" of the Agreement, unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the HOPWA grant award provided by this agreement must be expended by December 31, 2007, or the funds will be reprogrammed. The Request for Release of Funds Forms, Exhibit "C", and Monthly HOPWA Reporting Forms, Exhibit "D", for the first six months of the program year must be received by January 10, 2008.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the Neighborhood Services Director or designee. All funds must be expended by June 30, 2008, with Request for Release of Funds Forms and Monthly HOPWA Reporting Forms submitted by July 10, 2008.

PROJECT SPONSOR may provide the CITY with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the CITY Neighborhood Services Director or designee. The CITY reserves the right to deny any extensions to this Agreement.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. These records shall be maintained by PROJECT SPONSOR.

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 that has a unit acquisition cost of \$5,000 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. PROJECT SPONSOR 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 PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that 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 PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA 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 the Project objective 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, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA 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

PROJECT SPONSOR 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. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 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 that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the CITY.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to PROJECT SPONSOR at 3233 W. Charleston Ste. #108, Las Vegas, NV 89102.

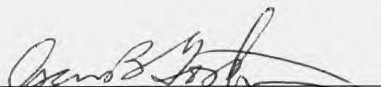
D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

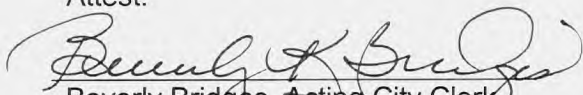
CITY OF LAS VEGAS

Golden Rainbow


Oscar B. Goodman, Mayor


Eric Fleming, Executive Director

Attest:


Beverly Bridges, Acting City Clerk

Council Action: March 7, 2007

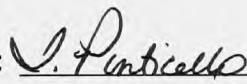
APPROVED AS TO FORM:  6/5/07

EXHIBIT "A"

SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Scope of Services to be provided.

Purpose of Services:

Provide supportive services and rental/housing assistance to HIV clients.

Tasks to be Performed:

Supportive Services, Housing Operations, and Short-term rental, mortgage and utility assistance

Level of Service to be Provided and Measurable Goals for Grant period:

Provide Short-term rental, mortgage, and utility assistance, housing operations, and supportive services to 125 HIV clients.

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

B. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2007 or the first program commencement date, until June 30, 2008, unless the Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients, families, and other persons served including: monthly number, year to date number, monthly client total for ethnicity and race categories, and year to date client total for ethnicity and race categories.
- 2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 10th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to your program for email address. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

Golden Rainbow – Living with Aids Housing Program

Golden Rainbow services will be provided in accordance with the following budget:

<u>HOPWA-Eligible Activity</u>	<u>Budgeted Amount</u>
Housing Operations	\$22,620
Short-term Rent, Mortgage, and Utility Assistance	\$ 8,000
Supportive Services	\$ 1,000
Administration	\$ 2,380
TOTAL GRANT AWARD	\$34,000

EXHIBIT "C"**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS**

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2007/2008 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Golden Rainbow	Phone: 3842899
Project: Living with Aids Housing Program	FAX: 3843914
Contact Person: Eric Fleming	E-mail: efleming@goldenrainbow.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Operations	\$22,620			
Short-term Rent, Mortgage, and Utility Assistance	\$ 8,000			
Supportive Services	\$ 1,000			
Administration	\$ 2,380			
TOTAL	\$34,000			

Signature

Date

EXHIBIT "D"

**CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
 MONTHLY HOPWA REPORTING FORM
 JULY 2007 TO JUNE 2008
 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS**

Name of Agency: Golden Rainbow

Period Covered: _____ **TO:** _____

Grant Funding Year: FY 2007-2008

Program/Activity Name: Living with Aids Housing Program

Monthly Accomplishments: _____

	MONTHLY	YEAR TO DATE
Housing Assistance - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>with Housing Assistance</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>Only</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Housing Information Services – Number of Households		
TOTAL ASSISTED BY HOPWA		

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/African American & White				
Am. Indian/Alaska Nat. & Black/African Am.				
Other Multi Racial				
TOTAL All CATEGORIES				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month.

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
HELP of Southern Nevada

THIS AGREEMENT, made and entered into this 1st day of July, 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 "PROJECT SPONSOR", whose primary mailing address at the date of execution is 1640 E. Flamingo Ste. 100, Las Vegas, NV, 89119.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA program is designed to provide States and localities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter referred to as "HIV/AIDS") and their families; and

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for eligible activities under 24 CFR Part 574, Subpart D - Uses of Grant Funds; and

WHEREAS, the CITY, as the Entitlement Grantee for the HOPWA program, is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the CITY; and

WHEREAS, the CITY desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "Eligible Metropolitan Statistical Area" or "EMSA"); and

WHEREAS, the CITY desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides **Housing Information Services** for people living with HIV/AIDS and their families in the EMSA; and

WHEREAS, the CITY desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICES

PROJECT SPONSOR will be responsible for administering a FY 2007-2008 HOPWA-funded Program known as **HIV/AIDS Housing Database**. PROJECT SPONSOR agrees to provide **Housing Information Services** which are eligible activities under the HOPWA Program as specified in Scope of Services attached as Exhibit "A" Scope of Services Description and incorporated herein. The Scope of Services may hereinafter be referred to as "Program" or "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$25,000** in HOPWA funds, hereinafter referred to as "HOPWA Funds" or "Funds," to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached.

PROJECT SPONSOR agrees to adhere to the Scope of Services Description, Exhibit "A" of the Agreement.

TIME OF PERFORMANCE

The Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with the Agreement from July 1, 2007, or the date first written above, through June 30, 2008. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during FY 2007-2008. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of the Agreement may be reimbursed upon approval of the CITY and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

PROJECT SPONSOR agrees to abide with all Policies, Regulations and HOPWA program criteria as specified in the Neighborhood Services HOPWA Program Manual. PROJECT SPONSOR 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. PROJECT SPONSOR 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 HOPWA grant funds.

B. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROJECT SPONSOR has requested financial support of the CITY to enable PROJECT SPONSOR 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 PROJECT SPONSOR, 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 HOPWA funding.

C. INDEMNIFICATION

PROJECT SPONSOR 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. PROJECT SPONSOR'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.

PROJECT SPONSOR 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 HOPWA 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 PROJECT SPONSOR 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 PROJECT SPONSOR goes out of existence, the PROJECT SPONSOR 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 PROJECT SPONSOR 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 PROJECT SPONSOR'S operation hereunder. The PROJECT SPONSOR further understands and agrees that said inspection and audit would be exercised upon written notice. If the PROJECT SPONSOR or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, PROJECT SPONSOR 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 PROJECT SPONSOR are incomplete, the PROJECT SPONSOR 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 PROJECT SPONSOR shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage:

- (i) Industrial/Workers' Compensation Insurance protecting the PROJECT SPONSOR and the CITY from potential PROJECT SPONSOR employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the PROJECT SPONSOR's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The CITY shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the PROJECT SPONSOR's insurance carrier. The certificates

and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier'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 the PROJECT SPONSOR, including the rating and financial health of each insurance carrier 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.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the CITY.

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The PROJECT SPONSOR shall maintain coverage for the duration of this Agreement. The PROJECT SPONSOR shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the PROJECT SPONSOR and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the PROJECT SPONSOR fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the PROJECT SPONSOR.

G. IRS REGULATIONS:

PROJECT SPONSOR 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

PROJECT SPONSOR 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. THIRD PARTY CONTRACTS

PROJECT SPONSOR 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 24 CFR 574.300

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

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA 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

PROJECT SPONSOR 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 24 CFR PART 84

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

DISPOSITION OF PROGRAM INCOME 24 CFR PARTS 84 AND 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program 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

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the CITY shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. **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 PROJECT SPONSOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. **SECTION 109 OF THE ACT
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 HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655**

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS 24 CFR 574.510**

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 24 CFR 574.640**

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 24 CFR 574.630**

PROJECT SPONSOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

PROJECT SPONSOR 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 24 CFR 574.635**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

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**

PROJECT SPONSOR 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. PROJECT SPONSORS 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 HOPWA provisions.

11. **CONFLICT OF INTEREST 24 CFR 574.625 and 24 CFR Part 85.36(b)(3)**

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 PROJECT SPONSOR who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, 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 HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-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, PROJECT SPONSORS, 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 recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR 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, PROJECT SPONSOR shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROJECT SPONSOR 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 PROJECT SPONSOR 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

PROJECT SPONSOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act, hereinafter referred to as "ADA" as applicable to the PROJECT SPONSOR and the activities to be performed by PROJECT SPONSOR under the scope of this Agreement. If employing more than fifteen (15) employees, PROJECT SPONSOR 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), PROJECT SPONSOR agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, PROJECT SPONSOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

I. CONFIDENTIALITY 24 CFR 574.440

PROJECT SPONSOR agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

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 PROJECT SPONSORS 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 PROJECT SPONSOR to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the PROJECT SPONSOR 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 HOPWA Program 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 Agreements, 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 your bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from PROJECT SPONSOR 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 Program Budget, Exhibit 'B' of the Agreement, and subject to any conditions imposed in the Scope of Services Description, Exhibit 'A' of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit 'D' of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit 'C' of the Agreement, from the CITY for Program costs. PROJECT SPONSOR shall not make any changes in

the Program Budget, Exhibit 'B' of the Agreement, unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the HOPWA grant award provided by this agreement must be expended by December 31, 2007, or the funds will be reprogrammed. The Request for Release of Funds Forms, Exhibit "C", and Monthly HOPWA Reporting Forms, Exhibit "D", for the first six months of the program year must be received by January 10, 2008.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the Neighborhood Services Director or designee. All funds must be expended by June 30, 2008, with Request for Release of Funds Forms and Monthly HOPWA Reporting Forms submitted by July 10, 2008.

PROJECT SPONSOR may provide the CITY with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the CITY Neighborhood Services Director or designee. The CITY reserves the right to deny any extensions to this Agreement.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. These records shall be maintained by PROJECT SPONSOR.

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 that has a unit acquisition cost of \$5,000 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. PROJECT SPONSOR 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 PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that 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 PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA 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 the Project objective 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, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA 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

PROJECT SPONSOR 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. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 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 that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the CITY.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to PROJECT SPONSOR at 1640 E. Flamingo Ste. 100, Las Vegas, NV 89119.

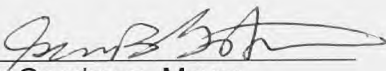
D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

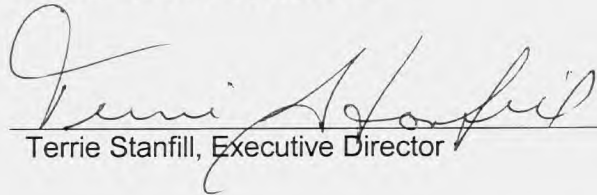
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

HELP of Southern Nevada


Oscar B. Goodman, Mayor


Terrie Stanfill, Executive Director

Attest:


Beverly Bridges, Acting City Clerk

Council Action: March 7, 2007

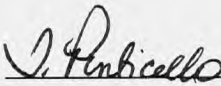
APPROVED AS TO FORM:  6/5/07

EXHIBIT "A"

SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Scope of Services to be provided.

Purpose of Services:

Inform HIV/AIDS community regarding affordable housing units.

Tasks to be Performed:

Housing Information Services

Level of Service to be Provided and Measurable Goals for Grant period:

Update and maintain database to provide housing information services for HIV/AIDS clients.

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

B. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2007 or the first program commencement date, until June 30, 2008, unless the Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients, families, and other persons served including: monthly number, year to date number, monthly client total for ethnicity and race categories, and year to date client total for ethnicity and race categories.
- 2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 10th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to your program for email address. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

HELP of Southern Nevada – HIV/AIDS Housing Database

HELP of Southern Nevada services will be provided in accordance with the following budget:

<u>HOPWA-Eligible Activity</u>	<u>Budgeted Amount</u>
Housing Information Services	\$23,250
Administration	\$ 1,750
TOTAL GRANT AWARD	\$25,000

EXHIBIT "C"

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS**

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2007/2008 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: HELP of Southern Nevada	Phone: 369-5301
Project: HIV/AIDS Housing Database	FAX: 369-4089
Contact Person: Terrie Stanfill	E-mail: tstanfill@helpsonv.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Information Services	\$23,250			
Administration	\$1,750			
TOTAL	\$25,000			

Signature

Date

EXHIBIT "D"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM JULY 2007 TO JUNE 2008 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

Name of Agency: HELP of Southern Nevada

Period Covered: _____ TO: _____

Grant Funding Year: FY 2007-2008

Program/Activity Name: HIV/AIDS Housing Database

Monthly Accomplishments: _____

	MONTHLY	YEAR TO DATE
Housing Assistance - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>with Housing Assistance</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>Only</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Housing Information Services – Number of Households		
TOTAL ASSISTED BY HOPWA		

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/African American & White				
Am. Indian/Alaska Nat. & Black/African Am.				
Other Multi Racial				
TOTAL ALL CATEGORIES				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month.

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
HELP of Southern Nevada

THIS AGREEMENT, made and entered into this 1st day of July, 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 "PROJECT SPONSOR", whose primary mailing address at the date of execution is 1640 E. Flamingo, Ste. 100, Las Vegas, NV, 89119.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA program is designed to provide States and localities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter referred to as "HIV/AIDS") and their families; and

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for eligible activities under 24 CFR Part 574, Subpart D - Uses of Grant Funds; and

WHEREAS, the CITY, as the Entitlement Grantee for the HOPWA program, is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the CITY; and

WHEREAS, the CITY desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "Eligible Metropolitan Statistical Area" or "EMSA"); and

WHEREAS, the CITY desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides **Supportive Services** for people living with HIV/AIDS and their families in the EMSA; and

WHEREAS, the CITY desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICES

PROJECT SPONSOR will be responsible for administering a FY 2007-2008 HOPWA-funded Program known as **Emergency Resource Services**. PROJECT SPONSOR agrees to provide **Supportive Services** which are eligible activities under the HOPWA Program as specified in Scope of Services attached as Exhibit "A" Scope of Services Description and incorporated herein. The Scope of Services may hereinafter be referred to as "Program" or "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$195,000 in HOPWA funds, hereinafter referred to as "HOPWA Funds" or "Funds," to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached.

PROJECT SPONSOR agrees to adhere to the Scope of Services Description, Exhibit "A" of the Agreement.

TIME OF PERFORMANCE

The Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with the Agreement from July 1, 2007, or the date first written above, through June 30, 2008. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during FY 2007-2008. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of the Agreement may be reimbursed upon approval of the CITY and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

PROJECT SPONSOR agrees to abide with all Policies, Regulations and HOPWA program criteria as specified in the Neighborhood Services HOPWA Program Manual. PROJECT SPONSOR 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. PROJECT SPONSOR 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 HOPWA grant funds.

B. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROJECT SPONSOR has requested financial support of the CITY to enable PROJECT SPONSOR 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 PROJECT SPONSOR, 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 HOPWA funding.

C. INDEMNIFICATION

PROJECT SPONSOR 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. PROJECT SPONSOR'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.

PROJECT SPONSOR 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 HOPWA 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 PROJECT SPONSOR 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 PROJECT SPONSOR goes out of existence, the PROJECT SPONSOR 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 PROJECT SPONSOR 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 there from any information that the CITY desires concerning PROJECT SPONSOR'S operation hereunder. The PROJECT SPONSOR further understands and agrees that said inspection and audit would be exercised upon written notice. If the PROJECT SPONSOR or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, PROJECT SPONSOR 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 PROJECT SPONSOR are incomplete, the PROJECT SPONSOR 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 PROJECT SPONSOR shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage:

- (i) Industrial/Workers' Compensation Insurance protecting the PROJECT SPONSOR and the CITY from potential PROJECT SPONSOR employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the PROJECT SPONSOR's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The CITY shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the PROJECT SPONSOR's insurance carrier. The certificates

and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier'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 the PROJECT SPONSOR, including the rating and financial health of each insurance carrier 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.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the CITY.

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The PROJECT SPONSOR shall maintain coverage for the duration of this Agreement. The PROJECT SPONSOR shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the PROJECT SPONSOR and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the PROJECT SPONSOR fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the PROJECT SPONSOR.

G. IRS REGULATIONS:

PROJECT SPONSOR 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

PROJECT SPONSOR 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.

.. THIRD PARTY CONTRACTS

PROJECT SPONSOR 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 24 CFR 574.300

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

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA 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

PROJECT SPONSOR 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 24 CFR PART 84

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

DISPOSITION OF PROGRAM INCOME 24 CFR PARTS 84 AND 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program 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

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the CITY shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. 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 PROJECT SPONSOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. SECTION 109 OF THE ACT 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 HOPWA funds.

3. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS 24 CFR 574.510**

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 24 CFR 574.640**

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 24 CFR 574.630**

PROJECT SPONSOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

PROJECT SPONSOR 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 24 CFR 574.635**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

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**

PROJECT SPONSOR 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. PROJECT SPONSORS 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 HOPWA provisions.

11. **CONFLICT OF INTEREST 24 CFR 574.625 and 24 CFR Part 85.36(b)(3)**

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 PROJECT SPONSOR who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, 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 HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-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, PROJECT SPONSORS, 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 recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR 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, PROJECT SPONSOR shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROJECT SPONSOR 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 PROJECT SPONSOR 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

PROJECT SPONSOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act, hereinafter referred to as "ADA" as applicable to the PROJECT SPONSOR and the activities to be performed by PROJECT SPONSOR under the scope of this Agreement. If employing more than fifteen (15) employees, PROJECT SPONSOR 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), PROJECT SPONSOR agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, PROJECT SPONSOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

I. CONFIDENTIALITY 24 CFR 574.440

PROJECT SPONSOR agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

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 PROJECT SPONSORS 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 PROJECT SPONSOR to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the PROJECT SPONSOR 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 HOPWA Program 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 Agreements, 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 your bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from PROJECT SPONSOR 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 Program Budget, Exhibit 'B' of the Agreement, and subject to any conditions imposed in the Scope of Services Description, Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the CITY for Program costs. PROJECT SPONSOR shall not make any changes in

the Program Budget, Exhibit 'B' of the Agreement, unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the HOPWA grant award provided by this agreement must be expended by December 31, 2007, or the funds will be reprogrammed. The Request for Release of Funds Forms, Exhibit "C", and Monthly HOPWA Reporting Forms, Exhibit "D", for the first six months of the program year must be received by January 10, 2008.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the Neighborhood Services Director or designee. All funds must be expended by June 30, 2008, with Request for Release of Funds Forms and Monthly HOPWA Reporting Forms submitted by July 10, 2008.

PROJECT SPONSOR may provide the CITY with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the CITY Neighborhood Services Director or designee. The CITY reserves the right to deny any extensions to this Agreement.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. These records shall be maintained by PROJECT SPONSOR.

.. 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 that has a unit acquisition cost of \$5,000 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. PROJECT SPONSOR 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 PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that 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 PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA 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 the Project objective 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, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA 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

PROJECT SPONSOR 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. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 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 that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the CITY.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to PROJECT SPONSOR at 1640 E. Flamingo Ste. 100, Las Vegas, NV 89119.

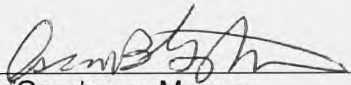
D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

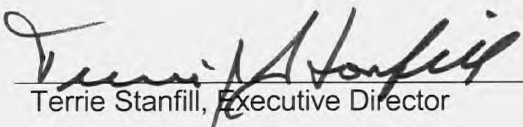
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

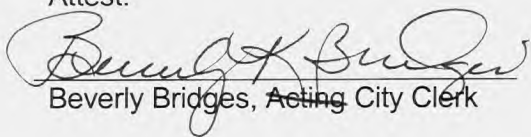
CITY OF LAS VEGAS

HELP of Southern Nevada


Oscar B. Goodman, Mayor


Terrie Stanfill, Executive Director

Attest:


Beverly Bridges, Acting City Clerk

Council Action: March 7, 2007

APPROVED AS TO FORM:

 6/5/07

EXHIBIT "A"

SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Scope of Services to be provided.

Purpose of Services:

Provide food, bus, and cab vouchers and case management to HIV/AIDS clients.

Tasks to be Performed:

Supportive Services

Level of Service to be Provided and Measurable Goals for Grant period:

Food and transportation vouchers and supportive services for HIV/AIDS clients.

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

B. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2007 or the first program commencement date, until June 30, 2008, unless the Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients, families, and other persons served including: monthly number, year to date number, monthly client total for ethnicity and race categories, and year to date client total for ethnicity and race categories.
- 2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 10th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to your program for email address. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

HELP of Southern Nevada – Emergency Resource Services

HELP of Southern Nevada services will be provided in accordance with the following budget:

<u>HOPWA-Eligible Activity</u>	<u>Budgeted Amount</u>
Supportive Services	\$181,350
Administration	\$ 13,650
TOTAL GRANT AWARD	\$195,000

EXHIBIT "C"**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS**

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2007/2008 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: HELP of Southern Nevada	Phone: 369-4357
Project: Emergency Resource Services	FAX: 369-0247
Contact Person: Terrie Stanfill	E-mail: tstanfill@helpsonv.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Supportive Services	\$181,350			
Administration	\$ 13,650			
TOTAL	\$195,000			

Signature

Date

EXHIBIT "D"

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
MONTHLY HOPWA REPORTING FORM
JULY 2007 TO JUNE 2008
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS**

Name of Agency: HELP of Southern Nevada

Period Covered: _____ **TO:** _____

Grant Funding Year: FY 2007-2008

Program/Activity Name: Emergency Resource Services

Monthly Accomplishments: _____

	MONTHLY	YEAR TO DATE
Housing Assistance - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>with Housing Assistance</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>Only</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Housing Information Services – Number of Households		
TOTAL ASSISTED BY HOPWA		

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/African American & White				
Am. Indian/Alaska Nat. & Black/African Am.				
Other Multi Racial				
TOTAL ALL CATEGORIES				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month.

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
Nevada Association of Latin Americans (NALA)

THIS AGREEMENT, made and entered into this 1st day of July, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Nevada Association of Latin Americans (NALA)**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 323 N Maryland Pkwy, Las Vegas, NV, 89101,

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA program is designed to provide States and localities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter referred to as "HIV/AIDS") and their families; and

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for eligible activities under 24 CFR Part 574, Subpart D - Uses of Grant Funds; and

WHEREAS, the CITY, as the Entitlement Grantee for the HOPWA program, is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the CITY; and

WHEREAS, the CITY desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "Eligible Metropolitan Statistical Area" or "EMSA"); and

WHEREAS, the CITY desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides **Short-term Rent, Mortgage, and Utility Assistance and Supportive Services** for people living with HIV/AIDS and their families in the EMSA; and

WHEREAS, the CITY desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICES

PROJECT SPONSOR will be responsible for administering a FY 2007-2008 HOPWA-funded Program known as **HOPWA Housing and Supportive Services**. PROJECT SPONSOR agrees to provide **Short-term Rent, Mortgage, and Utility Assistance and Supportive Services** which are eligible activities under the HOPWA Program as specified in Scope of Services attached as Exhibit "A" Scope of Services Description and incorporated herein. The Scope of Services may hereinafter be referred to as "Program" or "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall

not exceed \$60,000 in HOPWA funds, hereinafter referred to as "HOPWA Funds" or "Funds," to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached.

PROJECT SPONSOR agrees to adhere to the Scope of Services Description, Exhibit "A" of the Agreement.

TIME OF PERFORMANCE

The Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with the Agreement from July 1, 2007, or the date first written above, through June 30, 2008. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during FY 2007-2008. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of the Agreement may be reimbursed upon approval of the CITY and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

PROJECT SPONSOR agrees to abide with all Policies, Regulations and HOPWA program criteria as specified in the Neighborhood Services HOPWA Program Manual. PROJECT SPONSOR 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. PROJECT SPONSOR 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 HOPWA grant funds.

B. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROJECT SPONSOR has requested financial support of the CITY to enable PROJECT SPONSOR 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 PROJECT SPONSOR, 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 HOPWA funding.

C. INDEMNIFICATION

PROJECT SPONSOR 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. PROJECT SPONSOR'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.

PROJECT SPONSOR 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 HOPWA 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 PROJECT SPONSOR 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 PROJECT SPONSOR goes out of existence, the PROJECT SPONSOR 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 PROJECT SPONSOR 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 there from any information that the CITY desires concerning PROJECT SPONSOR'S operation hereunder. The PROJECT SPONSOR further understands and agrees that said inspection and audit would be exercised upon written notice. If the PROJECT SPONSOR or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, PROJECT SPONSOR 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 PROJECT SPONSOR are incomplete, the PROJECT SPONSOR 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 PROJECT SPONSOR shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage:

- (i) Industrial/Workers' Compensation Insurance protecting the PROJECT SPONSOR and the CITY from potential PROJECT SPONSOR employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the PROJECT SPONSOR's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The CITY shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the PROJECT SPONSOR's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier'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 the PROJECT SPONSOR, including the rating and financial health of each insurance carrier 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.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the CITY.

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The PROJECT SPONSOR shall maintain coverage for the duration of this Agreement. The PROJECT SPONSOR shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the PROJECT SPONSOR and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the PROJECT SPONSOR fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the PROJECT SPONSOR.

G. IRS REGULATIONS:

PROJECT SPONSOR 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

PROJECT SPONSOR 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. THIRD PARTY CONTRACTS

PROJECT SPONSOR 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 24 CFR 574.300

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

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA 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

PROJECT SPONSOR 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 24 CFR PART 84

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

DISPOSITION OF PROGRAM INCOME 24 CFR PARTS 84 AND 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program 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

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the CITY shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. 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 PROJECT SPONSOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

**2. SECTION 109 OF THE ACT
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 HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655**

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS 24 CFR 574.510**

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 24 CFR 574.640**

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 24 CFR 574.630**

PROJECT SPONSOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

PROJECT SPONSOR 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 24 CFR 574.635**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

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**

PROJECT SPONSOR 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. PROJECT SPONSORS 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 HOPWA provisions.

11. CONFLICT OF INTEREST 24 CFR 574.625 and 24 CFR Part 85.36(b)(3)

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 PROJECT SPONSOR who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, 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 HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-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, PROJECT SPONSORS, 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 recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR 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, PROJECT SPONSOR shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROJECT SPONSOR 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 PROJECT SPONSOR 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

PROJECT SPONSOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act, hereinafter referred to as "ADA" as applicable to the PROJECT SPONSOR and the activities to be performed by PROJECT SPONSOR under the scope of this Agreement. If employing more than fifteen (15) employees, PROJECT SPONSOR 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), PROJECT SPONSOR agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, PROJECT SPONSOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

I. CONFIDENTIALITY 24 CFR 574.440

PROJECT SPONSOR agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

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 PROJECT SPONSORS 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 PROJECT SPONSOR to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the PROJECT SPONSOR 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 HOPWA Program 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 Agreements, 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 your bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from PROJECT SPONSOR 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 Program Budget, Exhibit 'B' of the Agreement, and subject to any conditions imposed in the Scope of Services Description,

Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the CITY for Program costs. PROJECT SPONSOR shall not make any changes in the Program Budget, Exhibit "B" of the Agreement, unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the HOPWA grant award provided by this agreement must be expended by December 31, 2007, or the funds will be reprogrammed. The Request for Release of Funds Forms, Exhibit "C", and Monthly HOPWA Reporting Forms, Exhibit "D", for the first six months of the program year must be received by January 10, 2008.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the Neighborhood Services Director or designee. All funds must be expended by June 30, 2008, with Request for Release of Funds Forms and Monthly HOPWA Reporting Forms submitted by July 10, 2008.

PROJECT SPONSOR may provide the CITY with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the CITY Neighborhood Services Director or designee. The CITY reserves the right to deny any extensions to this Agreement.

H. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. These records shall be maintained by PROJECT SPONSOR.

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 that has a unit acquisition cost of \$5,000 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. PROJECT SPONSOR 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 PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that 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 PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA 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 the Project objective 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, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA 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

PROJECT SPONSOR 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. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 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 that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the CITY.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to PROJECT SPONSOR at 323 N Maryland Pkwy, Las Vegas, NV 89101.

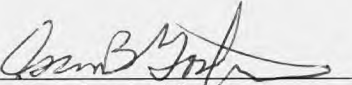
D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

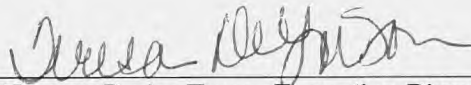
IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Nevada Association of Latin Americans (NALA)



Oscar B. Goodman, Mayor



Teresa De La Torre, Executive Director

Attest:



Beverly Bridges, Acting City Clerk

Council Action: March 7, 2007

APPROVED AS TO FORM:

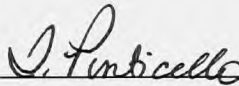

6/5/07

EXHIBIT "A"

SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Scope of Services to be provided.

Purpose of Services:

Assist clients with HIV/AIDS and their families with housing and supportive services.

Tasks to be Performed:

Short-term rental, mortgage, and utility assistance and Supportive Services

Level of Service to be Provided and Measurable Goals for Grant period:

Provide short-term rental, mortgage, and utility assistance and supportive services to 452 clients with HIV/AIDS and their families.

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

B. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2007 or the first program commencement date, until June 30, 2008, unless the Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients, families, and other persons served including: monthly number, year to date number, monthly client total for ethnicity and race categories, and year to date client total for ethnicity and race categories.
- 2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 10th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to your program for email address. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

Nevada Association of Latin Americans (NALA) – HOPWA Housing and Supportive Services

Nevada Association of Latin Americans (NALA) services will be provided in accordance with the following budget:

<u>HOPWA-Eligible Activity</u>	<u>Budgeted Amount</u>
Short-term Rent, Mortgage, and Utility Assistance	\$31,000
Supportive Services	\$24,800
Administration	\$4,200
TOTAL GRANT AWARD	\$60,000

EXHIBIT "C"**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS**

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2007/2008 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Nevada Association of Latin Americans (NALA)	Phone: 382-6252
Project: HOPWA Housing and Supportive Services	FAX: 383-7021
Contact Person: Teresa De La Torre	E-mail: terinala@hotmail.com

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Short-term Rent, Mortgage, and Utility Assistance	\$31,000			
Supportive Services	\$24,800			
Administration	\$4,200			
TOTAL	\$60,000			

Signature

Date

EXHIBIT "D"

CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
MONTHLY HOPWA REPORTING FORM
 JULY 2007 TO JUNE 2008
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

Name of Agency: Nevada Association of Latin Americans (NALA)

Period Covered: _____ **TO:** _____

Grant Funding Year: FY 2007-2008

Program/Activity Name: HOPWA Housing and Supportive Services

Monthly Accomplishments: _____

	MONTHLY	YEAR TO DATE
Housing Assistance - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>with Housing Assistance</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>Only</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Housing Information Services – Number of Households		
TOTAL ASSISTED BY HOPWA		

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/African American & White				
Am. Indian/Alaska Nat. & Black/African Am.				
Other Multi Racial				
TOTAL ALL CATEGORIES				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month.

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
Agreement between the CITY OF LAS VEGAS and
Women's Development Center

THIS AGREEMENT, made and entered into this 1st day of July, 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 "PROJECT SPONSOR", whose primary mailing address at the date of execution is 4020 Pecos McLeod, Las Vegas, NV, 89121.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA program is designed to provide States and localities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter referred to as "HIV/AIDS") and their families; and

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for eligible activities under 24 CFR Part 574, Subpart D - Uses of Grant Funds; and

WHEREAS, the CITY, as the Entitlement Grantee for the HOPWA program, is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the CITY; and

WHEREAS, the CITY desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "Eligible Metropolitan Statistical Area" or "EMSA"); and

WHEREAS, the CITY desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides **Supportive Services and Housing Operations** for people living with HIV/AIDS and their families in the EMSA; and

WHEREAS, the CITY desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

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

I. SCOPE OF SERVICES

PROJECT SPONSOR will be responsible for administering a FY 2007-2008 HOPWA-funded Program known as **HOPWA Affordable Housing**. PROJECT SPONSOR agrees to provide **Supportive Services and Housing Operations** which are eligible activities under the HOPWA Program as specified in Scope of Services attached as Exhibit "A" Scope of Services Description and incorporated herein. The Scope of Services may hereinafter be referred to as "Program" or "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$63,738** in HOPWA funds, hereinafter referred to as

"HOPWA Funds" or "Funds," to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached.

PROJECT SPONSOR agrees to adhere to the Scope of Services Description, Exhibit "A" of the Agreement.

TIME OF PERFORMANCE

The Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with the Agreement from July 1, 2007, or the date first written above, through June 30, 2008. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during FY 2007-2008. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1st of the fiscal year in which the funds were allocated, but prior to execution of the Agreement may be reimbursed upon approval of the CITY and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

PROJECT SPONSOR agrees to abide with all Policies, Regulations and HOPWA program criteria as specified in the Neighborhood Services HOPWA Program Manual. PROJECT SPONSOR 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. PROJECT SPONSOR 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 HOPWA grant funds.

B. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

PROJECT SPONSOR has requested financial support of the CITY to enable PROJECT SPONSOR 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 PROJECT SPONSOR, 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 HOPWA funding.

C. INDEMNIFICATION

PROJECT SPONSOR 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. PROJECT SPONSOR'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.

PROJECT SPONSOR 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 HOPWA 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 PROJECT SPONSOR 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 PROJECT SPONSOR goes out of existence, the PROJECT SPONSOR 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 PROJECT SPONSOR 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 there from any information that the CITY desires concerning PROJECT SPONSOR'S operation hereunder. The PROJECT SPONSOR further understands and agrees that said inspection and audit would be exercised upon written notice. If the PROJECT SPONSOR or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, PROJECT SPONSOR 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 PROJECT SPONSOR are incomplete, the PROJECT SPONSOR 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 PROJECT SPONSOR shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage:

- (i) Industrial/Workers' Compensation Insurance protecting the PROJECT SPONSOR and the CITY from potential PROJECT SPONSOR employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the PROJECT SPONSOR's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The CITY shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the PROJECT SPONSOR's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier'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 the PROJECT SPONSOR, including the rating and financial health of each insurance carrier 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.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the CITY.

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The PROJECT SPONSOR shall maintain coverage for the duration of this Agreement. The PROJECT SPONSOR shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the PROJECT SPONSOR and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the PROJECT SPONSOR fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the PROJECT SPONSOR.

G. IRS REGULATIONS:

PROJECT SPONSOR 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

PROJECT SPONSOR 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. THIRD PARTY CONTRACTS

PROJECT SPONSOR 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 24 CFR 574.300

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

B. POLITICAL ACTIVITIES 24 CFR 574.615

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA 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

PROJECT SPONSOR 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 24 CFR PART 84

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

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

DISPOSITION OF PROGRAM INCOME 24 CFR PARTS 84 AND 85

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program 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

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the CITY shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. 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 PROJECT SPONSOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

**2. SECTION 109 OF THE ACT
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 HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655**

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS 24 CFR 574.510**

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 24 CFR 574.640**

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 24 CFR 574.630**

PROJECT SPONSOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

PROJECT SPONSOR 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 24 CFR 574.635**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

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**

PROJECT SPONSOR 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. PROJECT SPONSORS 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 HOPWA provisions.

11. CONFLICT OF INTEREST 24 CFR 574.625 and 24 CFR Part 85.36(b)(3)

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 PROJECT SPONSOR who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, 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 HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-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, PROJECT SPONSORS, 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 recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR 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, PROJECT SPONSOR shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROJECT SPONSOR 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 PROJECT SPONSOR 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

PROJECT SPONSOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act, hereinafter referred to as "ADA" as applicable to the PROJECT SPONSOR and the activities to be performed by PROJECT SPONSOR under the scope of this Agreement. If employing more than fifteen (15) employees, PROJECT SPONSOR 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), PROJECT SPONSOR agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, PROJECT SPONSOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

I. CONFIDENTIALITY 24 CFR 574.440

PROJECT SPONSOR agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

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 PROJECT SPONSORS 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 PROJECT SPONSOR to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the PROJECT SPONSOR 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 HOPWA Program 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 Agreements, 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 your bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from PROJECT SPONSOR 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 Program Budget, Exhibit 'B' of the Agreement, and subject to any conditions imposed in the Scope of Services Description,

Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the CITY for Program costs. PROJECT SPONSOR shall not make any changes in the Program Budget, Exhibit "B" of the Agreement, unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, fifty percent (50%) of the HOPWA grant award provided by this agreement must be expended by December 31, 2007, or the funds will be reprogrammed. The Request for Release of Funds Forms, Exhibit "C", and Monthly HOPWA Reporting Forms, Exhibit "D", for the first six months of the program year must be received by January 10, 2008.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the Neighborhood Services Director or designee. All funds must be expended by June 30, 2008, with Request for Release of Funds Forms and Monthly HOPWA Reporting Forms submitted by July 10, 2008.

PROJECT SPONSOR may provide the CITY with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the CITY Neighborhood Services Director or designee. The CITY reserves the right to deny any extensions to this Agreement.

4. ACCOUNTING METHODS

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. These records shall be maintained by PROJECT SPONSOR.

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 that has a unit acquisition cost of \$5,000 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. PROJECT SPONSOR 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 PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that 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 PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA 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 the Project objective 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, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA 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

PROJECT SPONSOR 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. CHANGES IN THE SCOPE OF SERVICES

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 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 that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the CITY.

C. TERMINATION

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to PROJECT SPONSOR at 4020 Pecos McLeod, Las Vegas, NV 89121.

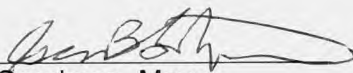
D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

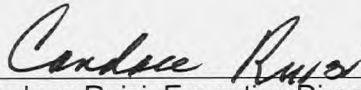
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

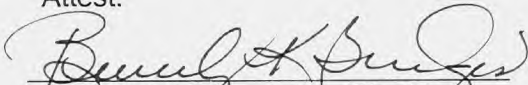
CITY OF LAS VEGAS

Women's Development Center


Oscar B. Goodman, Mayor


Candace Ruisi, Executive Director

Attest:


Beverly Bridges, Acting City Clerk

Council Action: March 7, 2007

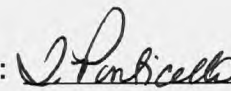
APPROVED AS TO FORM:  6/5/07

EXHIBIT "A"

SCOPE OF SERVICES DESCRIPTION

A. PROGRAM DESCRIPTION

Scope of Services to be provided.

Purpose of Services:

Provide supportive services and housing to HIV clients.

Tasks to be Performed:

Supportive Services and Housing Operations

Level of Service to be Provided and Measurable Goals for Grant period:

Provide supportive services and housing to 6 clients with HIV.

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

B. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning July 1, 2007 or the first program commencement date, until June 30, 2008, unless the Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients, families, and other persons served including: monthly number, year to date number, monthly client total for ethnicity and race categories, and year to date client total for ethnicity and race categories.
- 2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 10th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to your program for email address. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

Women's Development Center – HOPWA Affordable Housing

Women's Development Center services will be provided in accordance with the following budget:

<u>HOPWA-Eligible Activity</u>	<u>Budgeted Amount</u>
Housing Operations	\$39,700
Supportive Services	\$20,038
Administration	\$4,000
TOTAL GRANT AWARD	\$63,738

EXHIBIT "C"

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
REQUEST FOR RELEASE OF FUNDS**

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2007/2008 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Women's Development Center	Phone: 796-7770
Project: HOPWA Affordable Housing	FAX: 796-3007
Contact Person: Candace Ruisi	E-mail: cruisi@wdclv.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Operations	\$39,700			
Supportive Services	\$20,038			
Administration	\$4,000			
TOTAL	\$63,738			

Signature

Date

EXHIBIT "D"

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
MONTHLY HOPWA REPORTING FORM
JULY 2007 TO JUNE 2008
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS**

Name of Agency: Women's Development Center

Period Covered: _____ **TO:** _____

Grant Funding Year: FY 2007-2008

Program/Activity Name: HOPWA Affordable Housing

Monthly Accomplishments: _____

	MONTHLY	YEAR TO DATE
Housing Assistance - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services with Housing Assistance - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>Only</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Housing Information Services – Number of Households		
TOTAL ASSISTED BY HOPWA		

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/African American & White				
Am. Indian/Alaska Nat. & Black/African Am.				
Other Multi Racial				
TOTAL ALL CATEGORIES				

Please fax to Chris Anderson at 382-3045 or e-mail to canderson@lasvegasnevada.gov by the 10th of the month.

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

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☐ Consent ☒ Discussion

SUBJECT:

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)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

NRS 543.597, sub-section 6, requires that a public hearing be held to consider adoption of this Master Plan Amendment for the Meadows Alta Parallel Planning Area for the most effective structural and regulatory means for correcting existing problems of flooding in the area and dealing with the probable effects of future development.

RECOMMENDATION:

Public Hearing only; no action required

BACKUP DOCUMENTATION:

1. Clark County Regional Flood Control District Letter and Agenda Item
2. Location Map
3. Public Notice

Minutes:

No motion required. The public hearing was held.

MAYOR GOODMAN declared the Public Hearing open.

CHARLIE KAJKOWSKI, Director of Public Works, reported that the original project called for upsizing the line and running laterals for capturing flow along Alta. During the preliminary engineering phase, many construction issues surfaced that caused staff to look into an alternative. This proposed project recommends upsizing the current detention basin in the area of Rainbow and Westcliff, with the construction of a culvert of about 10 ft. by 5 ft. in Lorenzi. The entire project cost will be about \$9 million, which is about \$7 million less than the original project. He introduced PETER JACKSON, with Flood Control, who was present to answer any questions.

TOM McGOWAN, Las Vegas resident, recommended approval.

JUANITA CLARK stated Ward 1 residents understand the need for and are in support of this

CITY COUNCIL MEETING OF: MARCH 7, 2007

project. However, it will greatly impact her neighborhood. She requested ample notification be given to the residents regarding street disturbances. MAYOR GOODMAN asked MR. KAJKOWSKI if street closures could be posted. MR. KAJKOWSKI indicated that the practice is to place notices on all doors of the affected area, so that all residents are made aware. COUNCILWOMAN TARKANIAN also requested advance notification to the residents and the neighborhood associations.

By moving on to Item 71, MAYOR GOODMAN closed the Public Hearing.



REGIONAL FLOOD CONTROL DISTRICT



Gale Wm. Fraser, II, P.E.
General Manager/Chief
Engineer

BOARD OF DIRECTORS

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City of Las Vegas

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City of Boulder City

Bruce L. Woodbury
Clark County

December 14, 2006

Mary M. Wheeler
City of Las Vegas Planning and Development
731 S. 4th Street
Las Vegas, NV 89101

Dear Ms. Wheeler:

On December 14, 2006 the Regional Flood Control District Board of Directors held a public hearing and unanimously adopted a Master Plan Amendment for the Meadows Alta Parallel Planning Area. The Master Plan Amendment was performed in accordance with NRS 543.597.

NRS 543.597, subsection 6, states in part, if a proposed amendment to the master plan is adopted unanimously by the board, and by the governing body of the local government in whose jurisdiction will be located the structures necessary to carry out the purposes of the amendment, after a public hearing by each, the amendment becomes effective and no other hearing or approval is required by any other board or commission, including those responsible for decisions relating to planning or zoning.

A copy of the District agenda item, including the related backup material is enclosed with this letter for your use in holding a public hearing to consider adoption of this amendment.

If I can be of further assistance in this matter, please contact me at 455-3139.

Sincerely,

Gale Wm. Fraser, II, P. E.
General Manager/Chief Engineer

Enclosure

Cc w/enc.: Randy Fultz, CLV, Assistant City Engineer
Jorge Cervantes, City Engineer
Greg McDermott, CLV, Engineering Project Manager
Robert Welch, Engineering Project Manager
Barbara Jo Ronemus, City Clerk

P:\Staff\Inbox\Deanna\Master Plan letters\121406 MPA Meadows Alta Parallel-letter.doc

**CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT**

AGENDA ITEM

SUBJECT:

**MASTER PLAN AMENDMENT
MEADOWS ALTA PARALLEL PLANNING AREA**

THIS IS A PUBLIC HEARING

RECOMMENDATION SUMMARY

STAFF:

Approve and recommend that the Board find the Master Plan Amendment sets for the most effective structural and regulatory means for correcting existing problems of flooding in the area and dealing with the probable effects of future development (NRS 543.590[3]). Also, subject to approval from the City of Las Vegas City Council.

TECHNICAL ADVISORY: Follow staff recommendation.

CITIZENS ADVISORY: Follow staff recommendation.

**RFCD AGENDA
ITEM #15
DATE: 12/14/06**

**CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT
AGENDA ITEM**

SUBJECT:

MASTER PLAN AMENDMENT FOR THE MEADOWS ALTA PARALLEL PLANNING AREA

PETITIONER:

CITY OF LAS VEGAS

RECOMMENDATION OF PETITIONER:

IT IS RECOMMENDED THAT THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT APPROVE THE MASTER PLAN AMENDMENT FOR THE MEADOWS ALTA PARALLEL SYSTEM PLANNING AREA.

FISCAL IMPACT: None by this action.

BACKGROUND:

This Amendment proposes revisions to the Meadows Alta Parallel facility and incorporates associated conveyance facilities in the Clark County Regional Flood Control District (CCRFCD) 2002 Master Plan Update (MPU). Facilities in the 2002 MPU identified as MEAP 0000 and MEAP 0172 are proposed to be eliminated at a substantial cost savings. New regional drainage facilities are proposed for the following areas:

- Expansion of the Rainbow Detention Basin
- Lorenzi Street – Alta Drive to the Rainbow Detention Basin
- Jones Boulevard (south) – Alta Drive to Evergreen Avenue
- Alta Drive – Pipe Capacity replacement between Easy Street and Decatur Boulevard

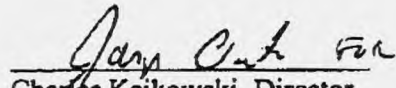
The primary purpose of this project is to reduce a regional flooding problem in the area between Alta Drive and Evergreen Avenue where there are low points in Digger Street, Cactus Lane and Brush Street. The proposed facilities provide a more cost effective and constructible project while adding protection to the established neighborhoods between Alta Drive and Evergreen Avenue.

The Amended facilities are approximately \$5.1 million less than the 2002 MPU Facilities in 2002 dollars. Inflating the MPA cost estimate according to the procedure for the TYCP yields a cost of

TAC AGENDA ITEM # 09 Date: 11/30/06	RFCD AGENDA ITEM # 15 Date: 12/14/06
CAC AGENDA ITEM # 09 Date: 12/04/06	

\$9.0 million in 2006 dollars. Compared to the current engineer's cost estimate for the MPU facilities the MPA is \$7.4 million less.

Respectfully submitted,


Charles Kajkowski, Director
Department of Public Works

TAC AGENDA ITEM # 09 Date: 11/30/06	RFCD AGENDA ITEM # 15 Date: 12/14/06
CAC AGENDA ITEM # 09 Date: 12/04/06	

Regional Flood Control District
AGENDA ITEM DEVELOPMENT

Staff Discussion:

Date: 11/14/06

**MASTER PLAN AMENDMENT
MEADOWS ALTA PARALLEL (PLANNING AREA) SYSTEM**

This Amendment proposes revisions to the Meadows Alta Parallel. Facilities in the 2002 MPU identified as MEAP 0000 and MEAP 0172 are proposed to be eliminated at a substantial cost savings. New regional drainage facilities are proposed for the following areas:

- Expansion of the Rainbow Detention Basin
- Lorenzi Street – Alta Drive to the Rainbow Detention Basin
- Jones Boulevard (south) – Alta Drive to Evergreen Avenue
- Alta Drive – Pipe Capacity replacement between Easy Street and Decatur Boulevard

The primary purpose of this project is to reduce a regional flooding problem in the established neighborhoods between Alta Drive and Evergreen Avenue. The proposed facilities provide a more cost effective and constructible project while adding protection to the established neighborhoods between Alta Drive and Evergreen Avenue.

Staff Recommendation:

Approve and recommend that the Board find the Master Plan Amendment sets forth the most effective structural and regulatory means for correcting existing problems of flooding in the area and dealing with the probable effects of future development (NRS 543.590[3]). Also, subject to approval from City of Las Vegas City Council.

Discussion by Technical Advisory Committee:

AGENDA
#09 Date: 11/30/06

Recommendation:

Follow staff recommendation.

Discussion by Citizens Advisory Committee:

AGENDA
#09 Date: 12/04/06

Recommendation:

Follow staff recommendation.

**Amendment to the 2002 Master Plan Update
For
Meadows Alta Parallel Facility**

Submitted by:



**Prepared by:
City of Las Vegas
Department of Public Works
Engineering Planning Division
Flood Control Section**

October 23, 2006

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VI. RECOMMENDATIONS AND CONCLUSIONS	8
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LIST OF APPENDICES

Appendix A	NDOT's – Rainbow Detention Basin Expansion Concurrence Letter
Appendix B	HEC-1 Models – Rainbow Detention Basin; Laterals
Appendix C	Normal Depth Calculations – Laterals
Appendix D	Cost-Estimating Tool Output – Rainbow Detention Basin Expansion; Laterals

LIST OF FIGURES

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I. INTRODUCTION

This Amendment proposes revisions to the Meadows Alta Parallel facility and incorporates associated conveyance facilities in the Clark County Regional Flood Control District (CCRFCD) 2002 Master Plan Update (MPU). Facilities in the 2002 MPU identified as MEAP 0000 and MEAP 0172 are proposed to be eliminated. New regional drainage facilities are proposed for the following areas:

- Expansion of the Rainbow Detention Basin
- Lorenzi Street -- Alta Drive to the Rainbow Detention Basin
- Jones Boulevard (south) -- Alta Drive to Evergreen Avenue
- Alta Drive, Pipe Capacity Replacement - Easy Street to 600 feet west of Decatur Boulevard

The primary purpose of this project is to reduce a regional flooding problem in the area between Alta Drive and Evergreen Avenue where there are low points in Digger Street, Cactus Lane and Brush Street.

II. BACKGROUND

The City of Las Vegas (CLV) contracted with MWH Americas, Inc. (MWH) in December 2003 to provide engineering and design services for the design of the Meadows Alta Parallel facility.

MWH prepared construction drawings for a storm drain system in Alta Drive that would replace the existing Meadows Alta facilities (MEAL 0060 and MEAL 0015) as an alternative to the CCRFCD facility in Evergreen Avenue (MEAP 000). MWH developed these plans to the 90% design level and was in the process of preparing a Master Plan Amendment for the new system in Alta Drive. CCRFCD tasked Construction Claims and Management Consulting (CCMC) to review the 90% plans. CCMC identified 16 areas throughout the proposed alignment with critical problems. Three of the primary problems encountered were: 1) numerous utility relocations due to proximity of storm drain alignment, 2) construction phasing causing traffic closures for extensive periods of time, and 3) increase costs due to construction means and method limitations. Based upon the CCMC review, it was determined by CCRFCD and CLV that alternatives to the 90% plans be developed.

CLV believes that a better alternative than the total reconstruction of the existing facility in Alta Drive would be to reduce flows in Alta Drive by diverting 430 cfs at Lorenzi Street (north) to the Rainbow Detention Basin and increasing the storage within the basin. Additionally we would be providing a lateral in Jones Boulevard south of Alta to Evergreen, and replacing a portion of the existing Alta storm drain that has a pipe capacity restriction from Easy Street to approximately 600-feet west of Decatur Boulevard. This alternative provides a better utilization of the existing facilities while providing alternative protection to the neighborhoods from the existing flooding problem in this area.

III. HYDROLOGIC ANALYSIS

The concept is to add approximately 430 cfs to the existing Rainbow Detention Basin from the Meadows Alta Parallel watershed (see Figure 1). The 40-foot depth of the detention basin allows for the facility extension in Lorenzi Street to go under the existing sewer, waterlines and other utilities within Westcliff Drive. This flow diversion has a significant impact on reducing the size of downstream facilities within Alta Drive to the east.

A review of the Rainbow Detention Basin HEC-1 model combined with the Meadows Alta Parallel HEC-1 showed the potential for adding flows to the Rainbow Detention Basin (see Appendix B). Based upon the existing grades at Lorenzi Street and Westcliff Drive, the additional flow cannot be accommodated without changing the detention basin configuration and/or modifying the Lorenzi Street and Westcliff Drive intersection improvements. The basin design would have to be enlarged to provide additional storage with the added flows from Alta Drive. The enlarged basin would need to have the same 100-year water surface elevation as the existing condition to prevent flows from bubbling out of the existing trench drain system at the Lorenzi Street and Westcliff Drive intersection. This could be accomplished by reducing the basin side slopes from 3:1 down to 1.5:1. The grading of the side slopes would add approximately 31 acre-feet of additional storage. Reducing the basin slopes will require slope stability work to protect the basin and adjacent roadways. The Rainbow Detention Basin was not designed with the concept of using this basin as a multi-use drainage facility and therefore the reduction in the basin side slopes will not have a negative impact on the public use. The following information is based upon the HEC-1 results for the existing detention basin condition and a revised model with the added Alta Drive flows being diverted to the basin.

HEC-1 Results	Rainbow Detention Basin Volume (acre-feet)	Rainbow Detention Basin Inflow (cfs)	Rainbow Detention Basin Water Surface Elevation
Q 100 – Existing	48	840	2383.62
Q 500 – Existing	65	1054	2388.47
Spillway – Existing	80		2391.70
Q 100 w/Alta flow (430 cfs Diversion)	79	1199	2383.48 (DB with 1.5:1 ss)

The HEC-1 models looked at the detention basin as a single basin while the physical basin consists of two basins that are linked together. A detailed hydraulic model will be completed in the design phase based upon the topography of the “As-Built” construction of the basins and recommended design modifications that will best serve the capacity needs.

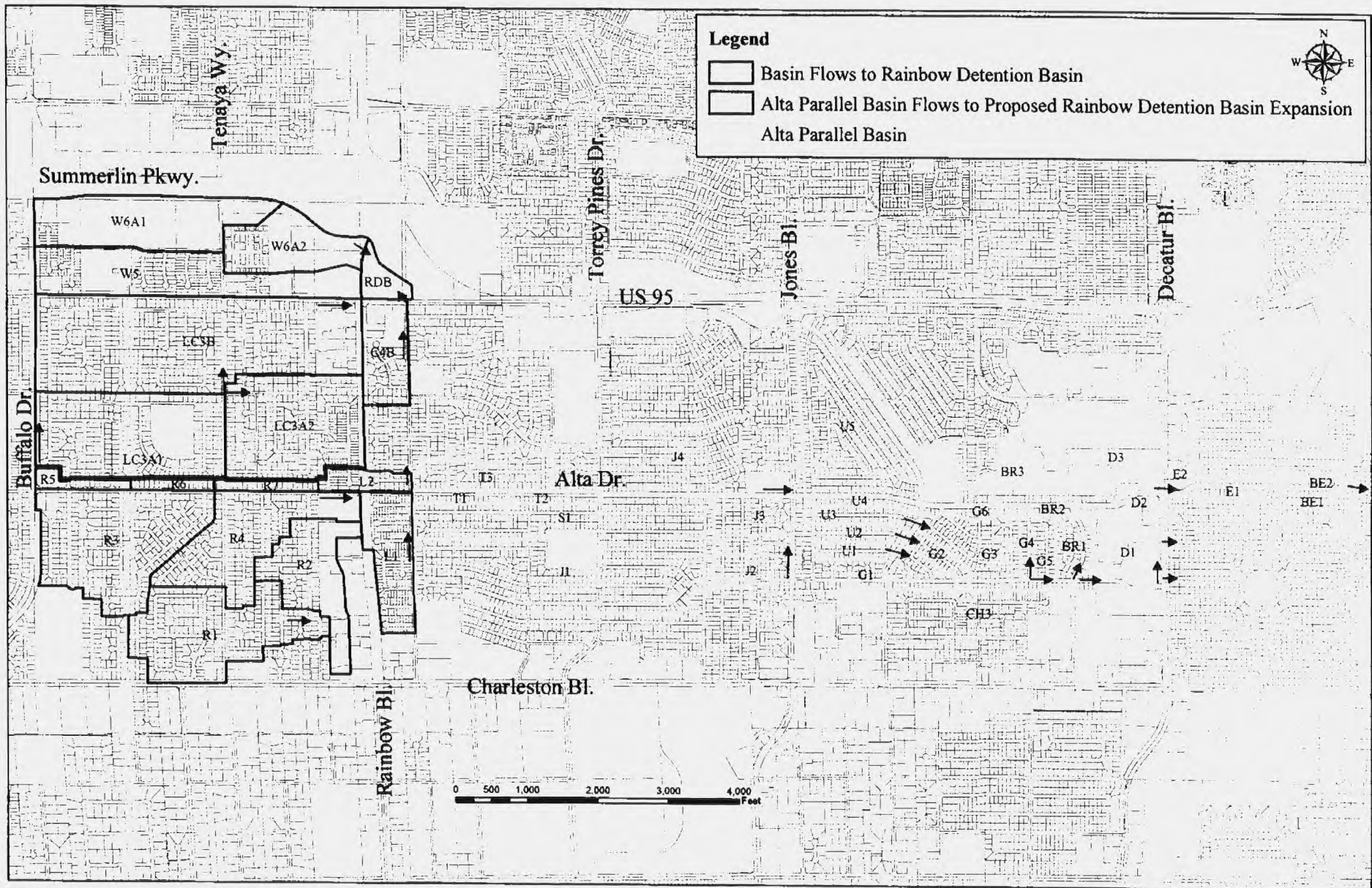


Figure 1 : HEC-1 Basin Map

M:\comm\projects\Rainbow Det Basin\Figure 1



The addition of the 430 cfs from the Lorenzi Street/Alta Drive intersection into the recommended expansion of the detention basin will be designed so as to not negatively impact the original Rainbow Detention Basin design parameters. Therefore, the original protection above the 100-year event would be maintained within the detention basin with no impact to the US-95 improvements. The Nevada Department of Transportation has been contacted and is in agreement with the proposed modifications to the Rainbow Detention Basin. A copy of the Nevada Department of Transportation's concurrence for the proposed modifications to the Rainbow Detention Basin is included as Appendix A.

The removal of the 430 cfs from the Meadows Alta Parallel watershed at Lorenzi Street allows for the construction of the proposed downstream lateral in Jones Boulevard south of Alta to Evergreen, while maintaining the same level of storm drain protection within the existing Alta Drive facility. The proposed replacement of a portion of the existing Alta storm drain (that has a pipe capacity restriction) from Easy Street to approximately 600-feet west of Decatur Boulevard will provide increased protection to the established neighborhoods during storm events by maintaining the upstream and downstream pipe capacity.

IV. PROPOSED ALIGNMENT MODIFICATIONS TO THE MASTER PLAN

Figure 12A is a reproduction of Figure 12 from the 2002 MPU showing the revised facilities (in yellow) in relation to the 2002 MPU. Tables 1 and 2 present the Affected 2002 MPU Facilities and the Amended Facilities, respectively. With this amendment, the Rainbow Detention Basin will be upsized to accept the flow being diverted at the Alta Drive/Lorenzi Street intersection.

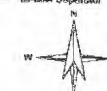
Several facilities are necessary to collect flows that were not included in the 2002 MPU. These improvements include the following:

- Lorenzi Street (LCCP 0420). This lateral collects approximately 430 cfs from the Alta Drive/Lorenzi Street intersection and diverts it to the Rainbow Detention Basin.
- Rainbow Detention Basin Expansion (LCCP 0460). This basin expansion will accept the flow of approximately 430 cfs from the Alta Drive/Lorenzi Street intersection that is being added into the Rainbow Detention Basin.
- Jones Boulevard – south (MEAL 0130). This lateral replaces the facility identified by MEAP 0172 and collects 200 cfs from the intersection of Jones Boulevard and Evergreen Avenue.
- Alta Drive (MEAL 0100). This facility replaces the existing storm drain to provide the additional capacity of 120 cfs to match available upstream and downstream pipe capacities.

2002
LAS VEGAS VALLEY
FLOOD CONTROL
MASTER PLAN UPDATE

LEGEND

- Ultimate Development Boundary
- Existing Facility
- Category A Proposed Facility
- Category B Proposed Facility
- Local Existing Facility
- Local Proposed Facility
- Amendment Proposed Facility
- Diversion Basin
- Culvert
- Bridge
- Pipeline
- Unlined Channel
- Unlined Channel
- Dike
- Natural Weir
- Ebb-tide Supercut

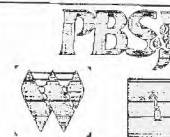


SCALE 1 inch = 3000 feet

1297

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30

FLOOD CONTROL FACILITIES
FIGURE F-12A



Due to the proposed facilities in Jones Boulevard and the Alta Drive storm drain replacement segment, the facilities identified as MEAL 0160 and MEAL 0060 will be renumbered (see Figure 2).

Table 1. Facilities Inventory - Affected 2002 MPU Facilities

ID / River Mile	Status	Facility Description	Length (ft)	Flow (cfs)	HEC-1 Node	HEC-1 Model	Tributary Area (sq mi)	Channel Slope (%)
MEAL		MEADOWS ALTA						
0060	E	60" RCP	5200	461	CAL08-C	SW3SC	0.77	2.81
0160	E	36" RCP	2600	418	CAL01A	SW3SC	0.36	1.22
LCCP		LAS VEGAS CREEK CHANNEL - PARALLEL SYSTEM						
0454	P2	55 ac-ft Rainbow Detention Basin*		826	RAINBWIN	SW3SC	0.75	
MEAP		MEADOWS ALTA PARALLEL						
0000	P1	8' X 6' RCB	8400	747	CAL09-C	SW3SC	0.87	1.25
0172	P1	8' X 7' RCB	1100	507	CAL04-C	SW3SC	0.53	0.30

*The 2002 MPU storage volume does not reflect the approved HEC-1 model from the US-95 Widening Project prepared by VTN

Table 2. Facilities Inventory - Amended Facilities

ID / River Mile	Status	Facility Description	Length (ft)	Flow (cfs)	HEC-1 Node	HEC-1 Model	Tributary Area (sq mi)	Channel Slope (%)
MEAL		MEADOWS ALTA						
0160	E	36" RCP	2,300	149	CS1	Alta II rev 2	0.12	1.25
0150	E	60" RCP	290	179	CJ3	Alta II rev 2	0.15	1.40
0130	P1	66" RCP	1,400	198	CJ2	Alta II rev 2	0.18	0.40
0120	E	60" RCP	3,500	637	CCU5	Alta II rev 2	0.57	1.00
0100	P1	6' X 5' RCB	900	673	CBR2	Alta II rev 2	0.58	1.00
0070	E	60" RCP	900	673	CBR2	Alta II rev 2	0.58	1.00
0060	E	60" RCP	800	738	CBR3	Alta II rev 2	0.65	2.00
LCCP		LAS VEGAS CREEK CHANNEL - PARALLEL SYSTEM						
0460	P1	31 ac-ft Rainbow Detention Basin Expansion		1,199	C5A	RBD rev C	1.05	
0420	P1	10' X 5' RCB	3,600	431	CCL2D	RDB rev C	0.41	0.30

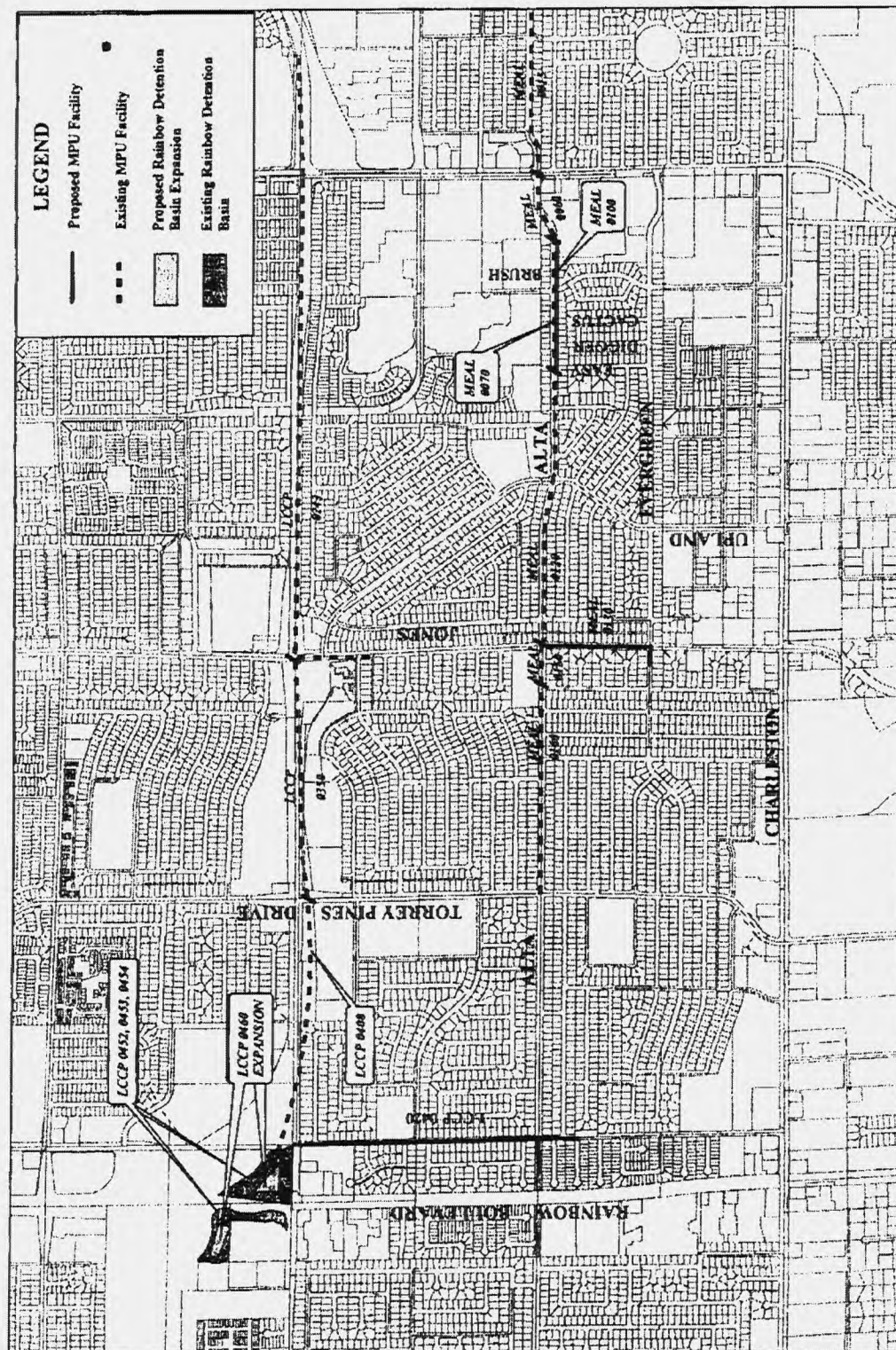


Figure 2: Detailed Facilities Map

F:\Desktop\Fingering\Planung\Drivestock\Integrated Plant\Kashyap Detention Basin C 10-20-06

V. COST ESTIMATES

A cost estimate for the Affected 2002 MPU Facilities is included in Table 3 and of the Amended Facilities is shown in Table 4. The costs shown in these tables are based on the cost-estimating tool from the 2002 MPU. The proposed facility sizes were estimated based upon normal depth calculations (see Appendix C).

The Amended Facilities are estimated to cost \$6.2 million, the 2002 MPU Facilities are estimated at \$11.3 million, and MWH's cost estimate is \$16.4 million (which includes the 30% constructability increase recommended with the CCMC review).

The Amended Facilities are approximately \$5.1 million less than the 2002 MPU Facilities in 2002 dollars. Inflating the MPA cost estimate according to the procedure for the Ten-Year Construction Program yields a cost of \$9.0 million in 2006 dollars. Compared to MWH's cost estimate for the MPU facilities the MPA is \$7.4 million less.

Copies of the cost estimate for each of the Amended Facilities, generated by the 2002 MPU cost-estimating tool, are included in Appendix D.

VI. RECOMMENDATIONS AND CONCLUSIONS

This Amendment recommends revisions to the Meadows Alta Parallel facility and construction of associated conveyance facilities within the CCRFCD 2002 MPU. The following proposed facilities provide a more cost effective and constructible project while adding protection to the established neighborhoods between Alta Drive and Evergreen Avenue:

- Expansion of the Rainbow Detention Basin
- Lorenzi Street – Alta Drive to the Rainbow Detention Basin
- Jones Boulevard (south) – Alta Drive to Evergreen Avenue
- Alta Drive, Pipe Capacity Replacement - Easy Street to 600 feet west of Decatur Boulevard

The proposed amendment to the MPU sets forth the most effective structural and regulatory means for correcting the existing regional flooding problem within the area consistent with the general principles set forth in subsection 3 of NRS 543.590. These facilities do not adversely affect the continued implementation of the MPU.

Table 3. Cost Report - Affected 2002 MPU Facilities

Central Watershed Construction Cost						
ID / River Mile	E/P	Facility Description	Design & Admin (\$ x 1000)	Land Acquisition (\$ x 1000)	Construction Cost (\$ x 1000)	Total Cost (\$ x 1000)
MEAP		MEADOWS ALTA PARALLEL*				
0000	P1	8' X 6' RCB	1,306	0	8,589	9,895
0172	P1	8' X 7' RCB	184	0	1,207	1,391
		Project Total	1,490	0	9,796	11,286
		TOTAL	1,490	0	9,796	11,286

* The 90% design plans prepared by MWH had a cost estimate of \$16.4 million (includes CCMC increase).

Table 4. Cost Report - Amended Facilities

Central Watershed Construction Cost						
ID / River Mile	E/P	Facility Description	Design & Admin (\$ x 1000)	Land Acquisition (\$ x 1000)	Construction Cost (\$ x 1000)	Total Cost (\$ x 1000)
MEAL		MEADOWS ALTA				
0160	E	36" RCP				
0150	E	60" RCP				
0130	P1	66" RCP	104	0	684	787
0120	E	60" RCP				
0100	P1	6' X 5' RCB	113	0	740	853
0070	E	60" RCP				
0060	E	60" RCP				
		Project Total	217	0	1,424	1,640
LCCP		LAS VEGAS CREEK CHANNEL - PARALLEL SYSTEM				
0460	P1	31 ac-ft Rainbow Detention Basin Expansion	24	0	151	175
0420	P1	10' X 5' RCB	573	0	3,765	4,338
		Project Total	597	0	3,916	4,512
		TOTAL	813	0	5,339	6,152

VII. REFERENCES

Clark County Regional Flood Control District 2002 Las Vegas Valley Flood Control Master Plan Update, prepared by PBS&J, G.C. Wallace, Inc., and the Louis Berger Group, Inc.

Final Overall Project Drainage Design Report for US 95 Widening, May 2003, prepared by VTN Nevada

Meadows Alta Parallel Project, Phase II Design Report, January 2005, prepared by MWH, Inc.

Alta-Meadows Storm Drain Project, 90% Submittal, January 2006, prepared by MWH, Inc.



State of Nevada
DEPARTMENT OF TRANSPORTATION
Hydraulics Section
1263 South Stewart Street, Rm. 213
Carson City, Nevada 89712

FAX COVER SHEET

DATE: 10/16/2006

TO: Peter Jackson

FAX NUMBER: 702-382-8551

PHONE NUMBER: 702-229-5266

FROM: Paul Frost
Number of Pages Transmitting
(Including Cover Sheet): 2

SUBJECT: Rainbow Basin/Alta SD

COMMENTS: Attached is the signed concurrence for the proposed modifications to the Rainbow Detention Basin. Please call if you have any questions. Paul

Nevada Department of Transportation - Hydraulics Section
Phone: (775) 888-7797
Fax: (775) 888-7177

DEVELOPMENT SERVICES CENTER



Public Works Department
Engineering Planning

731 S. Fourth Street
Las Vegas, NV 89101

Voice 702-229-6541
FAX 702-382-8551
TTY 702-386-9108

Las Vegas City Council

Oscar B. Goodman
Mayor

Gary Rouse, Ward 3
Mayor Pro Tem

Larry Brown, Ward 4
Lawrence Washby, Ward 5

Steve Wolfson, Ward 2
Lisa Tortorano, Ward 1

Steven D. Ross, Ward 6

City Manager
Douglas A. Salby



1-800-955-0200

September 27, 2006

Amir Soltani, P.E.
Nevada Department of Transportation
1263 S. Stewart Street
Carson City, NV 89712

RE: DRAINAGE MODIFICATIONS TO THE RAINBOW DETENTION
BASIN - PART OF THE US-95 WIDENING PROJECT
AMENDMENT TO THE 2002 MASTER PLAN UPDATE FOR THE
MEADOWS ALTA PARALLEL FACILITY

Dear Mr. Soltani:

The City of Las Vegas is requesting the Nevada Department of Transportation's concurrence for the Amendment to the 2002 Master Plan Update for the Meadows Alta Parallel Facility. The primary purpose of the Amendment to the Master Plan is to reduce a regional flooding problem south of the US-95 corridor in the area between Alta Drive and Evergreen Avenue where there are existing low points. The Master Plan Amendment (MPA) concept was discussed with Paul Frost, P.E. on Thursday September 14, 2006 to review the potential basin modifications at Rainbow/US-95.

The major component of the Master Plan Amendment is to provide a regional facility within the Lorenzi roadway alignment that will convey approximately 430 cfs from Alta Drive, north to the Rainbow Detention Basin. The Rainbow Detention Basin would be expanded to allow for the additional storage needed with the increased flow. The City of Las Vegas has enclosed a copy of the MPA for your use. Please return the signed concurrence for inclusion with the MPA request to the Clark County Regional Flood Control District.

Sincerely,

Robert Weich, P.E.
Flood Control Project Manager
Engineering Planning

Amir Soltani, P.E. Nevada Department of Transportation
NDOT Concurrence for Master Plan Amendment submittal.

10/13/06
Date

cc:
Jorge Cervantes, P.E. - CLV
Randy Fultz, P.E. - CLV
Kevin Babanick, P.E. - CCRPCD
Paul Frost, P.E. - NDOT
Valerie Flack, P.E. - CLV

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PUBLIC NOTICE

Notice is hereby given that a Public Hearing will be held by the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, on Wednesday, March 7th, 2007 at 9:00 a.m. The purpose of this hearing is to consider adopting a Master Plan Amendment, Meadows Alta Parallel Planning Area. The proposed Master Plan Amendment, Alta Parallel Planning Area will be available for inspection after February 19th, 2007, at the

**Development Services Center,
Department of Public Works,
731 S. Fourth Street, 2nd Floor,
Las Vegas NV 89101.**

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

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☐ Consent ☒ Discussion

SUBJECT:

Public hearing regarding the Clark County Regional Flood Control District's Approval of a Master Plan Amendment for the Racel Street Collector Planning Area - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

NRS 543.597, sub-section 6, requires that a public hearing be held to consider adoption of this Master Plan Amendment for the Racel Street Collector Planning Area for the most effective structural and regulatory means for correcting existing problems of flooding in the area and dealing with the probable effects of future development.

RECOMMENDATION:

Public Hearing only; no action required

BACKUP DOCUMENTATION:

1. Clark County Regional Flood Control District Letter and Agenda Item
2. Location Map
3. Public Notice

Minutes:

No motion required. The public hearing was held.

MAYOR GOODMAN declared the Public Hearing open.

CHARLIE KAJKOWSKI, Director of Public Works, introduced ROBERT WELCH, Manager, Flood Control Division. He then referred to the Flood Control Master Plan and explained that the amendment proposes to enlarge the capacity of the detention basin at the south end of Tule Springs Park, including the construction of a pipeline in the area of Racel and El Capitan. This will collect the flows upstream of this area and help prevent flooding downstream along Rainbow at Elkhorn. These types of projects are greatly needed in the area because of the rapid growth. The approximate cost is \$22 million.

AL GALLEG0, Las Vegas citizen, stated he has been unsuccessful in getting through to the Flood Control District regarding a mal odor stemming from a left open sinkhole on Veterans Memorial Drive. He asked that someone from the City look into it.

CITY COUNCIL MEETING OF: MARCH 7, 2007

TOM McGOWAN, Las Vegas resident, recommended approval.

MAYOR GOODMAN declared the Public Hearing closed.



REGIONAL FLOOD CONTROL DISTRICT



Gale Wm. Fraser, II, P.E.
General Manager/Chief
Engineer

February 8, 2007

BOARD OF DIRECTORS

Larry Brown
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City of Boulder City

Bruce L. Woodbury
Clark County

Mary M. Wheeler
City of Las Vegas Planning and Development
731 S. 4th Street
Las Vegas, NV 89101

Dear Ms. Wheeler:

On February 8, 2007 the Regional Flood Control District Board of Directors held a public hearing and unanimously adopted a Master Plan Amendment for the Racel Street Collector Planning Area. The Master Plan Amendment was performed in accordance with NRS 543.597.

NRS 543.597, subsection 6, states in part, if a proposed amendment to the master plan is adopted unanimously by the board, and by the governing body of the local government in whose jurisdiction will be located the structures necessary to carry out the purposes of the amendment, after a public hearing by each, the amendment becomes effective and no other hearing or approval is required by any other board or commission, including those responsible for decisions relating to planning or zoning.

A copy of the District agenda item, including the related backup material is enclosed with this letter for your use in holding a public hearing to consider adoption of this amendment.

If I can be of further assistance in this matter, please contact me at 455-3139.

Sincerely,

Gale Wm. Fraser, II, P. E.
General Manager/Chief Engineer

Enclosure

Cc w/enc.: Randy Fultz, CLV, Assistant City Engineer
Jorge Cervantes, City Engineer
Greg McDermott, CLV, Engineering Project Manager
Robert Welch, Engineering Project Manager
Barbara Jo Ronemus, City Clerk

P:\Staff\Inbox\Deanna\Master Plan letters\020807 MPA Racel Street Collector-letter.doc

600 S. Grand Central Parkway, Suite 300 • Las Vegas, Nevada 89106-4511
(702) 455-3139 • FAX: (702) 455-3870
Website: <http://www.regionalflood.org>

**CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT**

AGENDA ITEM

SUBJECT:

**MASTER PLAN AMENDMENT FOR THE RACEL STREET COLLECTOR PLANNING
AREA**

THIS IS A PUBLIC HEARING

RECOMMENDATION SUMMARY

STAFF:

Approve and recommend that the Board find the Master Plan Amendment sets for the most effective structural and regulatory means for correcting existing problems of flooding in the area and dealing with the probable effects of future development (NRS 543.590[3]). Also subject to approval from the City of Las Vegas City Council.

TECHNICAL ADVISORY: Follow staff recommendation.

CITIZENS ADVISORY: Follow staff recommendation.

**RFCD AGENDA
ITEM #23
DATE: 02/08/07**

CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT
AGENDA ITEM

SUBJECT:
MASTER PLAN AMENDMENT FOR THE RACEL STREET COLLECTOR PLANNING AREA

PETITIONER:

CITY OF LAS VEGAS

RECOMMENDATION OF PETITIONER:

IT IS RECOMMENDED THAT THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT APPROVE THE MASTER PLAN AMENDMENT FOR THE RACEL STREET COLLECTOR PLANNING AREA.

FISCAL IMPACT: None by this action

BACKGROUND:

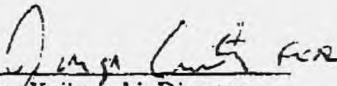
This Amendment proposes revisions to the Racel Street Collector facility and incorporates associated conveyance facilities in the Clark County Regional Flood Control District (CCRFCD) 2002 Master Plan Update (MPU). Facilities in the 2002 MPU identified as RACO 0000 and BRDB 0032 are proposed to be revised. New regional drainage facilities are proposed for the following areas:

- Expansion of the Brent Detention Basin
- Extend and enlarge facility in Racel (RACO 0000) from the Brent Detention Basin west to Durango Drive
- Add facility in Racel (RACO 0064) from Durango Drive to El Capitan Way that includes a lateral facility extending north in El Capitan Way.

The primary purpose of this project is to reduce a regional flooding problem in the area along the Racel alignment. The proposed facilities provide a more cost effective and constructible project while adding protection to the established neighborhoods along the Racel alignment and to provide downstream protection to City and County residents to the east.

The Amended facilities are providing protection to both City and County residents to east of the proposed collection system. The proposed MPA facilities will allow for a decrease in the size of the future downstream Master Planned facilities. This is based upon a reduction in the overall flow due to the increased flow to the expanded detention basin. These facilities will provide immediate relief along the Racel alignment prior to the construction of downstream collection systems identified within the second half of the 10-Year plan.

Respectfully submitted,


Charles Kajkowski, Director
Department of Public Works

TAC AGENDA ITEM # 23 Date: 01/25/07	RFCD AGENDA ITEM # 23 Date: 02/08/07
CAC AGENDA ITEM # 23 Date: 01/29/07	

Regional Flood Control District
AGENDA ITEM DEVELOPMENT

Staff Discussion:	Date: 01/16/07
MASTER PLAN AMENDMENT RACEL STREET COLLECTOR PLANNING AREA This Amendment proposes revisions to the Racel Street Collector facility and incorporates associated conveyance facilities in the Clark County Regional Flood Control District (CCRFCD) 2002 Master Plan Update (MPU). Facilities in the 2002 MPU identified as RACO 0000 and BRDB 0032 are proposed to be revised. New regional drainage facilities are proposed for the following areas: • Expansion of the Brent Detention Basin • Extend and enlarge facility in Racel (RACO 0000) from the Brent Detention Basin west to Durango Drive • Add facility in Racel (RACO 0064) from Durango Drive to El Capitan Way. The primary purpose of this project is to reduce a regional flooding problem in the area along the Racel alignment. The proposed facilities provide a more cost effective and constructible project while adding protection to the established neighborhoods along the Racel alignment and to provide downstream protection to City and County residents to the east. The Amended facilities are approximately \$1.7 million more (8%) than the 2002 MPU Facilities in 2002 dollars but provide a better solution for the area.	
Staff Recommendation: Approve and recommend that the Board find the Master Plan Amendment sets forth the most effective structural and regulatory means for correcting existing problems of flooding in the area and dealing with the probable effects of future development (NRS 543.590[3]). Also, subject to approval from City of Las Vegas City Council.	
Discussion by Technical Advisory Committee:	AGENDA #23 Date: 01/25/07
Recommendation: Follow staff recommendation.	
Discussion by Citizens Advisory Committee:	AGENDA #23 Date: 01/29/07
Recommendation: Follow staff recommendation.	

1. INTRODUCTION

This Master Plan Amendment (MPA) was prepared by the Louis Berger Group, Inc. for the City of Las Vegas for the purpose of amending the Clark County Regional Flood Control District 2002 Master Plan Update (MPU) to add a new storm drain along Racel Street between El Capitan Way and Cimarron Road. The storm drain is an extension and modification of a proposed MPU facility referred to as the Racel Street Collector. The storm drain is located in the Northern Las Vegas Wash Watershed planning area and discharges into the proposed Brent Lane Detention Basin.

The 2002 MPU for the subject area was previously amended in 2005 as part of the preliminary design for the Las Vegas Wash Middle Branch (MPA, 2005). Therefore, the information in the 2005 MPA represents the most current information and was used as a base for comparison of the facilities proposed in this study. Figure F-4 shows the currently "effective" master planned facilities as presented in the 2005 MPA.

The proposed Racel Street Collector will intercept more than 550 cfs, during the 100-year storm, which is currently conveyed as surface flow within the streets. The storm drain flow will discharge directly into the nearby Brent Lane Detention Basin, a regional flood control facility (BRDB 0032) currently under design and proposed to be under construction within the next year. In the current MPU, the 550 cfs would not be collected until it reaches Grand Teton Drive, approximate $\frac{3}{4}$ -miles downstream of the proposed storm drain. The Grand Teton Drive storm drain (LVMD 2632 through LVMD 2763) is not proposed to be constructed within the next ten years. Therefore, if this amendment is adopted, the public will receive the benefits of the proposed storm drain more than ten years sooner than under the current MPU.

2.0 REVISIONS TO MPU FACILITIES

Figure F-4A shows the facilities recommended by this MPA (in yellow). Tables 1 and 2 outline the facilities in the 2002 MPU (Amended 2005) that are affected by this amendment and newly recommended facilities, respectively.

Table 1. 2005 MPA Facilities Affected by Amendment

ID / River Mile	Status	Facility Description	Length (ft)	Flow (cfs)	HEC-1 Node	HEC-1 Model	Tributary Area (sqmi)	Channel Slope (%)
LVMD		LAS VEGAS WASH - MIDDLE						
2525	P1	22' X 6' RCB	1320	2373	CNW159	WEST3A	5.20	0.40
2550	P1	22' X 6' RCB	1320	2104	CD161-C	WEST3A	3.79	0.40
2574	P1	22' X 6' RCB	1320	2104	CD161-C	WEST3A	3.79	0.60
2599	P1	Conc Chnl 30"W 5'D 2:1 SS	1700	2027	CNW162-C	WEST3A	3.46	0.40
2632	P1	14' X 5' RCBC	1400	1095	CNW139-C	WEST3A	1.24	0.59
2661	P1	12' X 5' RCBC	2640	1095	CNW139-C	WEST3A	1.24	1.00
2711	P1	9' X 5' RCBC	1320	1095	CNW139-C	WEST3A	1.24	1.80
2737	P1	9' X 5' RCBC	1320	1095	CNW139-C	WEST3A	1.24	1.81
2763	P1	72" RCP	2640	525	CNW109-C	WEST3A	0.51	2.40
BRDB		BRENT DETENTION BASIN						
0032	P1	150-ac-ft Brent Lane Detention Basin	N/A	1768	CBRENTDB	WEST3A	2.31	N/A
RACO		RACEL STREET COLLECTOR						
0000	P1	60" RCP	710	162	NW142N	WEST3A	0.16	0.70

Table 2. Recommended Facilities

ID / River Mile	Status	Facility Description	Length (ft)	Flow (cfs)	HEC-1 Node	HEC-1 Model	Tributary Area (sqmi)	Channel Slope (%)
LVMD		LAS VEGAS WASH - MIDDLE						
2525	P1	21' x 6' RCB	1320	2223	CNW159	WEST3A	5.04	0.40
2550	P1	21' x 6' RCB	1320	1923	CD161-C	WEST3A	3.64	0.40
2574	P1	21' x 6' RCB	1320	1923	CD161-C	WEST3A	3.64	0.60
2599	P1	Conc Chnl 30'W 5'D 2:1 SS	1700	1840	CNW162-C	WEST3A	3.31	0.40
2632	P1	13' X 5' RCBC	1400	928	CNW138-C	WEST3A	1.09	0.59
2661	P1	11' X 5' RCBC	2640	928	CNW138-C	WEST3A	1.09	1.00
2711	P1	8' X 5' RCBC	1320	928	CNW138-C	WEST3A	1.09	1.80
2737	P1	8' X 5' RCBC	1320	928	CNW138-C	WEST3A	1.09	1.81
2763	P1	78" RCP	1320	783	CNW139-C	WEST3A	0.86	2.40
BRDB		BRENT DETENTION BASIN						
0032		165-ac-ft Brent Lane Detention Basin	N/A	1868	CBRENTDB	WEST3B	2.46	N/A
RACO		RACEL STREET COLLECTOR						
0000	P1	72" RCP	2925	557	CNW111S	WEST3B	0.51	2.20
0064	P1	66" RCP	2700	507	NW111N	WEST3B	0.44	2.40

This MPA proposes to:

- 1) enlarge facility RACO 0000 from a 60" RCP to 72" RCP storm drain;
- 2) extend facility RACO 0000 to Durango Drive;
- 3) add a 66" RCP storm drain, RACO 0064, between Durango Drive and El Capitan Way; and,
- 4) enlarge the Brent Lane Detention Basin (BRDB 0032) from 150 acre-ft to 165 acre-ft.
- 5) reduce the size of Las Vegas Wash Middle Branch facilities LVMD 2525, 2550, 2574, 2599, 2632, 2661, 2711, and 2737.
- 6) increase Las Vegas Wash Middle Branch facility LVMD 2763 from a 72" RCP to a 78" RCP and reduce the length.

The Racel Street Collector is located within existing street right-of-way, and the Brent Lane Detention Basin is located on State Land that is undergoing a transfer of ownership to the City of Las Vegas. Therefore, additional right-of-way will not be required for the recommended facilities.

2002
LAS VEGAS VALLEY
FLOOD CONTROL
MASTER PLAN UPDATE
(AMENDED 2005)

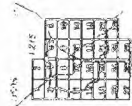
LEGEND

- Municipal Development Boundary
- Existing Facility
- Category A Proposed Facility
- Category B Proposed Facility
- Local Existing Facility
- Local Proposed Facility
- Interstate River

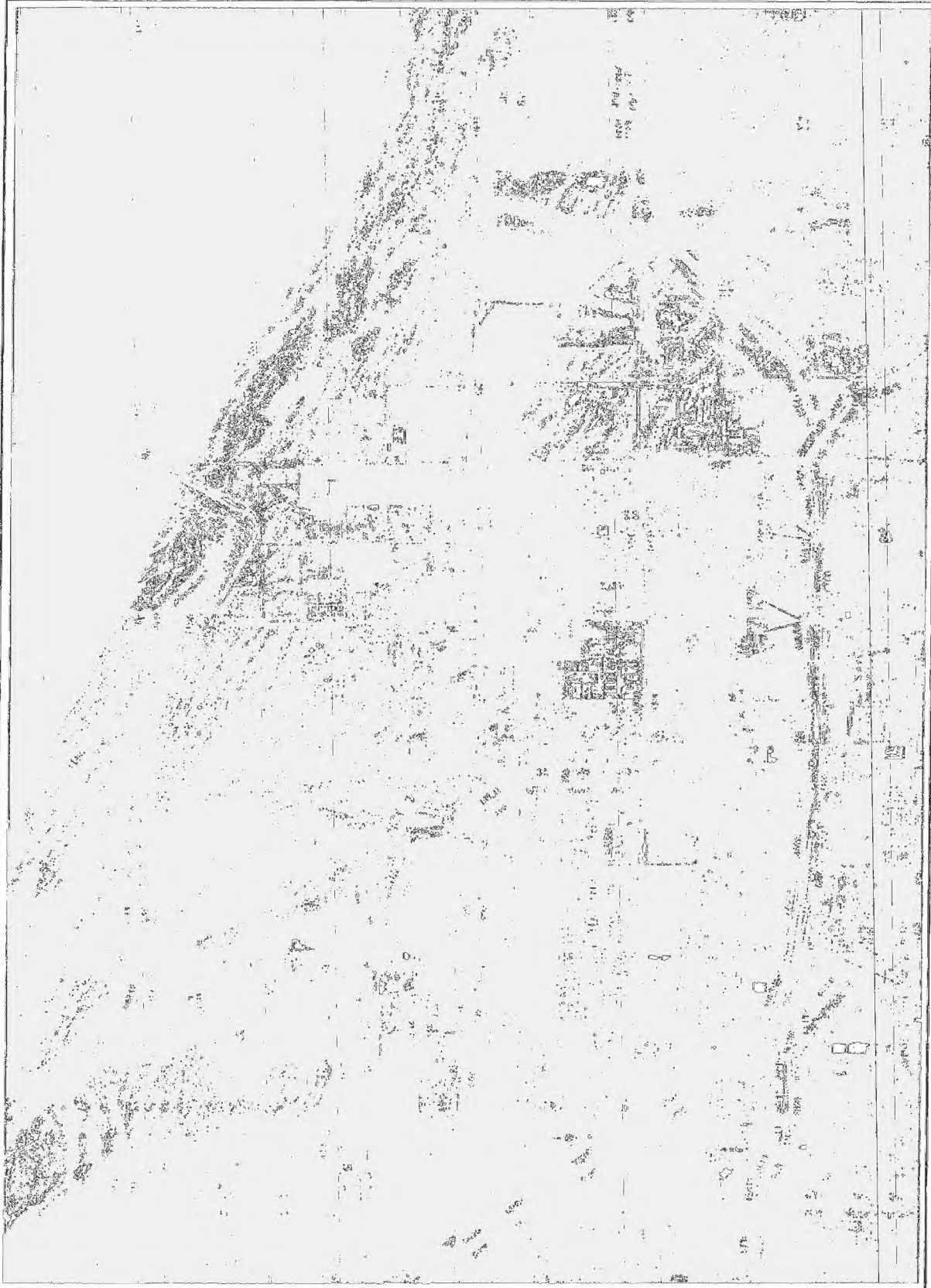
- Culvert
- Bridge
- Pipeline
- Water Channel
- Unlined Channel
- 30000 Ditch
- Natural Wash
- Irrigation Canals



SCALE: 1 inch = 3000 feet



Amended Map
Flood Control Facilities
Figure F-4



2002
LAS VEGAS VALLEY
FLOOD CONTROL
MASTER PLAN UPDATE
(RECOMMENDED)

LEND

-  Definition Boundary
 Administrative Unpopulated Features
 Local Populated Features
 Local Boundary Features
 Category B Populated Features
 Category A Populated Features
 Category Features
 Administrative Boundary

- ① ② ③ ④ ⑤ ⑥ ⑦ ⑧ ⑨ ⑩ ⑪ ⑫ ⑬ ⑭ ⑮ ⑯ ⑰ ⑱ ⑲ ⑳ ㉑ ㉒ ㉓ ㉔ ㉕ ㉖ ㉗ ㉘ ㉙ ㉚ ㉛ ㉜ ㉝ ㉞ ㉟ ㊱ ㊲ ㊳ ㊴ ㊵ ㊶ ㊷ ㊸ ㊹ ㊺ ㊻ ㊼ ㊽ ㊾ ㊿



FLOOD CONTROL FACILITIES



3.0 HYDROLOGIC ANALYSIS AND FACILITY SIZING

The Racel Street Collector will collect and discharge flow into the proposed Brent Lane Detention Basin. The affect will be to reduce the peak flow to the downstream LVMD facilities and increase the storage volume of the Brent Lane Detention Basin.

The 2005 MPA hydrologic model was modified to incorporate the diversion of flow into the Racel Street Collector and Brent Lane Detention Basin. Precipitation values, curve numbers, and lag times for the drainage basins were calculated using the procedures consistent with Section 4.3 of the 2002 MPU Volume 1. Supporting calculations and revised HEC-1 model output are provided in Appendix A.

The 2002 MPU and 2005 MPA facilities were revised based on the results of the hydrologic model using the procedures outlined in Section 4.4 of the 2002 MPU. Supporting facilities sizing calculations are provided in Appendix B. It should be noted that the facility slopes shown in Tables 1 and 2 are average slopes for planning purposes only. The project design will include detailed facility analysis and the actual design slopes may vary.

Figures H-3A and H-4A are a reproduction of the 2005 MPA Hydrologic Maps showing the revisions to the drainage basin boundaries and flow paths made by this amendment. Drainage basin boundaries and flow paths to be revised are marked with an "X" with the new boundaries and flow arrows shown in pink.

It should be noted that the 100-year peak outflow for the Brent Lane Detention Basin is expected to increase, from 12 cfs to approximately 50 cfs, in order to satisfy the CCRFCD criteria requiring that the basin drain time be less than seven days. For the purposes of this MPA, the 100-year peak outflow from the Brent Lane Detention Basin was maintained at 12 cfs as established in the 2005

MPA. The anticipated increase was considered negligible and should not affect the size or cost of the downstream conveyance facilities.

The boundaries of basins NW96-C, NW111N, and NW111S were revised to account for the Racel Street Collector. The affects of local facilities along Racel Street, Fort Apache Road, and El Capitan Way (shown in pink and black on Figure F-4A) were included in the hydrologic analysis. It was assumed that the local facility extending north on El Capitan Way, between Racel Street and Guy Avenue, will intercept 100 percent of the 100-year flood. The El Capitan Way facility is an important component of the Racel Street storm drain system and may qualify for regional funding under their policies for lateral collectors.

The revised hydrologic analysis resulted in 100-year flow rates of 507 cfs and 557 cfs for facilities RACO 0064 and RACO 0000, respectively. The recommended facility sizes are 66" RCP and 72" RCP, respectively.

**2002
LAS VEGAS VALLEY
FLOOD CONTROL
MASTER PLAN UPDATE
(RECOMMENDED)**

2002
LAS VEGAS VALLEY
FLOOD CONTROL
MASTER PLAN UPDATE
(RECOMMENDED)

LEGEND

- Amendment Hydrology Change
- Amendment Facilities Change
- Ultimate Development Boundary
- Watershed Boundary
- Subarea Boundary
- Flow Arrows

Flood Control Facilities

- Existing Facilities
- Proposed Facilities

Hydrologic Soil Groups

- A Low Runoff Potential
- B Moderately Low Runoff Potential
- C Moderately High Runoff Potential
- D High Runoff Potential

Typical Land Use

- 1 Undeveloped Land, Open Desert
- 2 Parks, Golf Courses
- 3 Rural
- 4 Low Density Residential
- 5 Medium Density Residential
- 6 High Density Residential
- 7 Public Facility, Multi Family
- 8 Commercial, Office, Retail, Casino
- 9 Light Industrial
- 10 Heavy Industrial
- 11 Schools
- 12 Lakes



0 1,000 2,000 3,000 4,000 5,000
Feet

SCALE: 1 inch = 3000 feet



HYDROLOGIC SUBAREAS,
LAND USE & SOILS

FIGURE H-4A

4.0 COST ESTIMATES

Construction costs for the amended facilities plan were estimated using the Cost Tool provided with the 2002 MPU. Tables 3 and 4 present the total cost of the affected 2002 MPU facilities and amended facilities, respectively. The total cost of the affected 2002 MPU facilities is \$20.3 million which is \$1.7 million less than the amended facilities plan. The amended plan is approximately 8 percent greater; however, the benefits received by the community by providing flood protection sooner, compounded by the high inflation rate of construction costs, outweigh the additional upfront cost.

Table 3. Cost Report - Affected 2002 MPU Facilities

ID / River Mile	E / P	Facility Description	Design and Admin (\$ x 1,000)	Land Acquis. Cost (\$ x 1,000)	Constr Cost (\$ x 1,000)	Total Cost (\$ x 1,000)
LVMD		LAS VEGAS WASH - MIDDLE				
2525	P1	22' X 6' RCB	\$339	\$0	\$2,231	\$2,570
2550	P1	22' X 6' RCB	\$339	\$0	\$2,231	\$2,570
2574	P1	22' X 6' RCB	\$339	\$0	\$2,231	\$2,570
2599	P1	Conc Chnl 30'W 5'D 2:1 SS	\$161	\$160	\$1,057	\$1,378
2632	P1	14' X 5' RCBC	\$263	\$0	\$1,727	\$1,990
2661	P1	12' X 5' RCBC	\$459	\$0	\$3,018	\$3,477
2711	P1	9' X 5' RCBC	\$199	\$0	\$1,312	\$1,511
2737	P1	9' X 5' RCBC	\$199	\$0	\$1,312	\$1,511
2763	P1	72" RCP	\$213	\$0	\$1,398	\$1,611
		Project Total	\$2,511	\$160	\$16,517	\$19,188
BRDB		BRENT DETENTION BASIN				
0032		150-ac-ft Brent Lane Detention Basin	\$97	\$0	\$607	\$704
		Project Total	\$97	\$0	\$607	\$704
RACO		RACEL STREET COLLECTOR				
0000	P1	60" RCP	\$48	\$0	\$319	\$367
		Project Total:	\$48	\$0	\$319	\$367
		Total	\$2,656	\$160	\$17,443	\$20,259

Table 4. Cost Report – Amended Facilities

ID / River Mile	E / P	Facility Description	Design and Admin (\$ x 1,000)	Land Acquis. Cost (\$ x 1,000)	Constr Cost (\$ x 1,000)	Total Cost (\$ x 1,000)
LVMD		LAS VEGAS WASH – MIDDLE				
2525	P1	21' x 6' RCB	\$331	\$0	\$2,178	\$2,509
2550	P1	21' x 6' RCB	\$331	\$0	\$2,178	\$2,509
2574	P1	21' x 6' RCB	\$331	\$0	\$2,178	\$2,509
2599	P1	Conc Chnl 30'W 5'D 2:1 SS	\$161	\$160	\$1,057	\$1,378
2632	P1	13' X 5' RCBC	\$253	\$0	\$1,666	\$1,919
2661	P1	11' X 5' RCBC	\$440	\$0	\$2,893	\$3,333
2711	P1	8' X 5' RCBC	\$189	\$0	\$1,240	\$1,429
2737	P1	8' X 5' RCBC	\$189	\$0	\$1,240	\$1,429
2763	P1	78" RCP	\$115	\$0	\$758	\$873
		Project Total:	\$2,340	\$160	\$15,388	\$17,888
BRDB		BRENT DETENTION BASIN				
0032		165-ac-ft Brent Lane Detention Basin	\$106	\$0	\$665	\$771
		Project Total:	\$106	\$0	\$665	\$771
RACO		RACEL STREET COLLECTOR				
0000	P1	72" RCP	\$235	\$0	\$1,546	\$1,781
0064	P1	66" RCP	\$200	\$0	\$1,314	\$1,514
		Project Total:	\$435	\$0	\$2,860	\$3,295
		Total	\$2,881	\$160	\$18,913	\$21,954

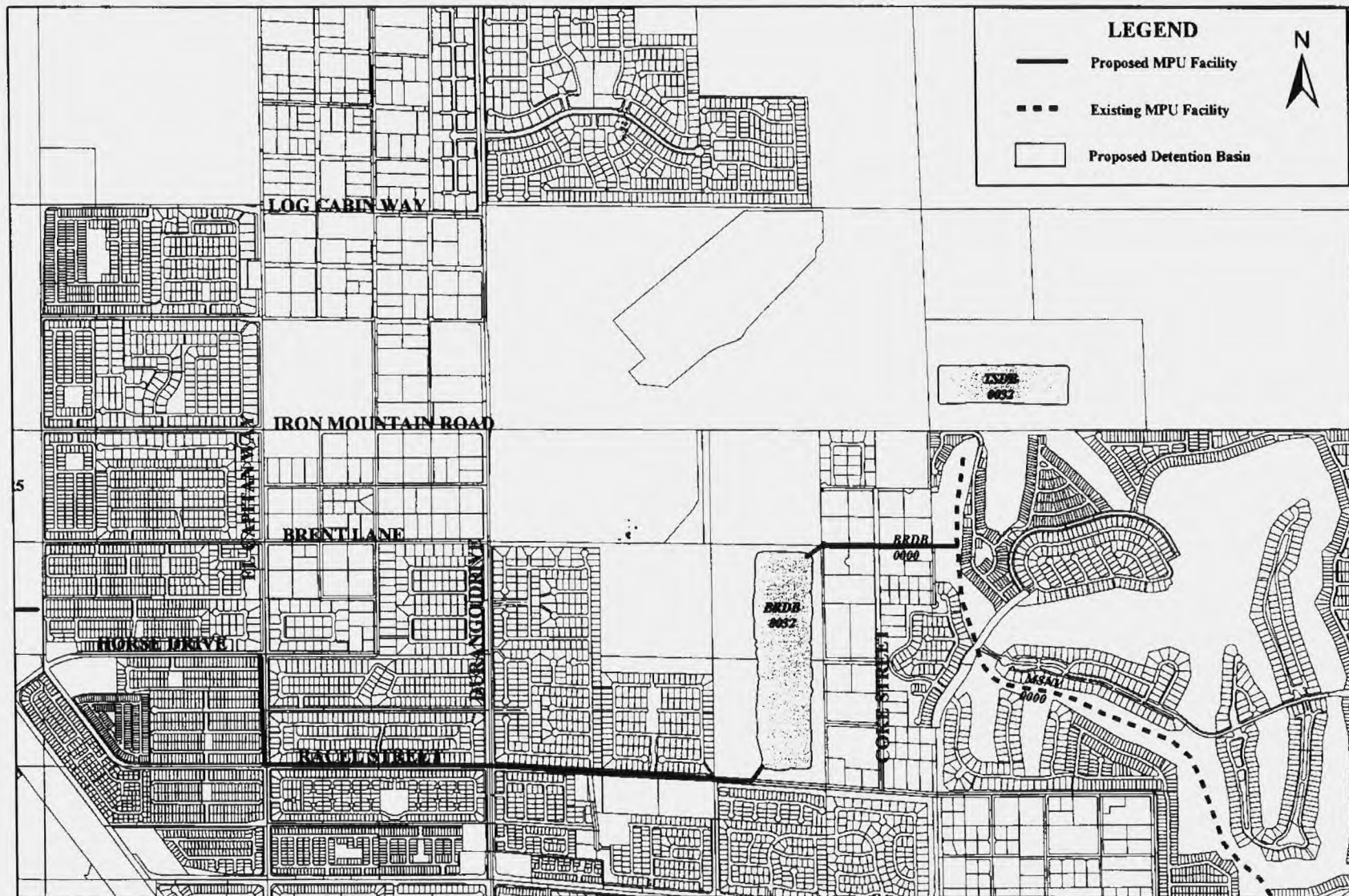
5.0 CONCLUSIONS

The proposed MPA will incorporate approximately 5,400 ft of storm drain pipe into the MPU along Racel Street between El Capitan Way and Cimmaron Road. The proposed storm drain will intercept more than 550 cfs and discharge into the nearby Brent Lane Detention Basin. In the current MPU, the 550 cfs would flow within the local streets until it reached the Grand Canyon Drive storm drain approximately 3/4-mile downstream. If this amendment is adopted, the District's

Inter-local contract and Ten Year Construction program could be amended to include the Racel Street Collector in the Brent Lane and Tule Springs Detention Basin project which is proposed to begin construction this year. The storm drain would provide immediate flood protection along Racel Street, where none is currently proposed under the MPU. While the cost of the amended plan is approximately 8 percent more than the current MPU, the benefits received by the community by providing flood protection sooner, compounded by the high inflation rate of construction costs, outweigh the additional upfront cost.

6.0 REFERENCES

1. MPA, 2005. Amendment to the 2002 Master Plan Update for Las Vegas Wash Middle Branch, prepared by: The Louis Berger Group, Inc., for the City of Las Vegas Department of Public Works, January 3, 2005.
2. MPU, 2002. Las Vegas Valley Flood Control Facilities Master Plan Update, prepared by: PBS&J, G.C. Wallace, Inc., and The Louis Berger Group, Inc., for Clark County Regional Flood Control District.
3. NWNSPII, 1999. Northwest Neighborhood Flood Control Master Plan Phase 2, prepared by: PBS&J, for City of Las Vegas Department of Public Works.



LOCATION MAP

F:\Depot\Engineering Planning\Flood\RFCD\Race Location Map

PUBLIC NOTICE

Notice is hereby given that a Public Hearing will be held by the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, on Wednesday, March 7, 2007 at 9:00 a.m. The purpose of this hearing is to consider adopting a Master Plan Amendment for the Racel Street Collector Planning Area. The proposed Master Plan Amendment for the Racel Street Collector Planning Area will be available for inspection after February 19, 2007, at the Development Services Center, Department of Public Works, 731 S. Fourth Street, 2nd Floor, Las Vegas, NV 89101.

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

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS:

ANIMAL ADVISORY COMMITTEE – Susan Butche, Term Expiration 4-5-2007

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This board is comprised of 5 members who serve two-year terms, no limit to the number of terms that may be served and no requirement to fill an unexpired portion of a term and there is no City residency requirement. Ms. Butche is eligible and wishes to be reappointed.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. Options are:
Reappoint Ms. Butche OR appoint a new member to fill this seat.

BACKUP DOCUMENTATION:

1. Current Listing and Authority - Animal Advisory Committee
2. Memorandum from Floyd Womble, Senior Animal Control Officer, CLV Animal Control
3. Board Interest Forms, Melinda Vereen and Stacie Truesdell

Motion made by OSCAR B. GOODMAN to Approve to Reappoint Susan Butche (Reese's recommendation)

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:

COUNCILMAN REESE said MS. BUTCHE has very good attendance and deserves to be reappointed.

ANIMAL ADVISORY COMMITTEE

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ORIGINAL CODE</u>	<u>APPT.</u>	<u>TERM EXPIRES</u>
1. DOLGINOFF, MARK A. DVM (Reese's recom.)	2003 Silverton Drive (Henderson) Of: 1060 E. Flamingo Rd.	89074 89109	3-20-1996 (Reapp. 3-9-1998) (Reapp. 3-1-2000) (Reapp. 2-20-2002) (Reapp. 3-3-2004) (Reapp. 3-1-2006)	3-20-2008
2. FITZGERALD, CHARLES (Weekly's reappt.)	6124 Chinook Way (Ward 5)	89108	12-3-2003 (Reapp. 12-7-2005)	12-3-2007
3. COLUMBO, STACI (Ross's reappt.)	10289 Placid Street (County))	89123	11-15-2000 (Reapp. 10-16-2002) (Reapp. 10-20-2004) (Reapp. 10-18-2006)	11-15-2008
4. BUTCHE, SUSAN (Reese's recom.) (Goodman's reappt.)	6170 Buckskin Avenue (County)	89108	4-5-1995 (Reapp. 3-10-1997) (Reapp. 3-8-1999) (Reapp. 3-7-2001) (Reapp. 3-19-2003) (Reapp. 3-16-2005)	4-5-2007
5. DUKES, AMBER (Brown's recom.)	1901 Sunland Avenue (Ward 5)	89106	2-7-1996 (Reapp. 2-2-2000) (Reapp. 1-16-2002) (Reapp. 2-4-2004) (Reapp. 1-18-2006)	2-7-2008

Authority: Ord. #3618, Bill 91-75 adopted 12-4-91 (repealed #1777),
LVMC 7.16.050 - Ord. #5220, Bill 2000-30, adopted 5-17-2000, updates City's animal control regulations.

Members: 5 members (do not have to represent any specific areas or categories)

Appointed: Appointed by the City Council.

Term: 2 yr. terms (no limit to number of terms)
Do not have to fill unexpired portion of term.

Notes: No City residency requirement.
No financial disclosure requirement.

Prior Code: Ord. #1777, adopted 7-2-75

PURPOSE: Committee is convened by Municipal Court. After a criminal complaint has been filed, Municipal Court may refer the question of whether an animal is vicious, dangerous, or ferocious to the Animal Advisory Committee.

Memorandum

City of Las Vegas
Detention and Enforcement
Animal Control Unit

To: City Clerk Roni Ronemus
From: Floyd Womble Senior ACO
Cc: Beverly Bridges
Date: January 22, 2007
Re: Animal Advisory Committee

Susan Butche has an outstanding attendance record for the Animal Advisory Committee, 100%, never missing a meeting.

She is an asset to the community, with her understanding of animal behavior with compassion and need to protect the public from vicious animals.

Susan Butche has agreed to serve on the Animal Advisory Committee.

I highly recommend her reappointment to this committee.

Thank you,
Floyd Womble
Senior Animal Control Officer
City of Las Vegas Animal Control

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2006 OCT -5 P 2:04



**City of Las Vegas
Board, Commission, or Committee Interest Form**

Name: MELINDA VERGEN

Home Street Address: 7021 BOCAIRE DRIVE

City: LAS VEGAS ZIP Code: 89131

Work Street Address: _____

City: _____ ZIP Code: _____

Employer: N/A Occupation: Paralegal

Home Phone Number: 256-9455 Work Phone Number: _____

Other Phone Number: 343-4496 Email Address: MELINDA.VERGEN@AOL.COM

Please list the boards, commissions, or committees that you are interested in
serving on:

CITIZEN REVIEW BOARD

COMMUNITY DEVELOPMENT RECOMMENDING BOARD

CITIZENS PRIORITY ADVISORY COMMITTEE

Board of Civil Service Trustees

ANIMAL ADVISORY COMMITTEE

Page 1 of 2

For office use only

CLV Y N

Ward 6

Date 10.5.2006

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

NONE

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I AM A LAS VEGAS RESIDENT WHO IS DEDICATED TO THE
DEVELOPMENT OF THE CITY. I AM AN HONEST AND
TRUSTWORTHY CITIZEN WHO WOULD LOVE TO SERVE AS
A BOARD OR COMMITTEE MEMBER. PLEASE SEE MY
RESUME FOR FURTHER QUALIFICATIONS.

Please list any of your relatives or friends that work for the entity in which you would be serving:

NONE

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to: City Clerk
 City of Las Vegas
 400 Stewart Avenue
 Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

MELINDA A. VEREEN
7021 Boaire Drive
Las Vegas, NV 89131
(702) 343-4496 or (702) 256-9455

SUMMARY OF QUALIFICATIONS

Experience: 15+ year's paralegal experience.
Skilled in litigation preparation.
Knowledge of Arbitration Rules.
Proficient in discovery procedures.
Knowledge of court filing procedures.
Excellent organizational skills.
Excellent verbal and written communication skills.
Excellent settlement negotiation skills.

Education: **University of Phoenix, Las Vegas, NV**
Currently pursuing a Bachelors of Science Degree
in Business Law/Public Administration with 72 credits

Aristone's Business School, Maple Shade, NJ
Paralegal Certification

SPECIAL TRAINING: Medical Records Management for Nevada Paralegals
Community Association Law of Paralegals

EMPLOYMENT HIGHLIGHTS

Oct 2004 **Paralegal/Legal Administration**
March 2006 The Law Office of Bruce D. Schupp, Las Vegas, NV
Managing the Litigation Department. Handling all litigation cases from the Summons and Complaint to settlement or trial. Preparing motions, briefs and discovery. Responsible for keeping accurate calendars, scheduling depositions and court Reporters. Preparing disbursement of funds; contacting health care providers for balances, maintaining medical records and billing statements. Meeting with clients. Conversant of all phases of each case's status.

June 2003 Oct 2004	Legal Assistant/Paralegal Cobeaga Tomlinson, Las Vegas, NV Personal Injury and Medical Malpractice Legal Assistant for two attorneys.
Oct 1999 June 2003	Legal Office Assistant II Clark County Justice Court, Las Vegas, NV Provided court dates, case numbers, inmate numbers, charges, department numbers and any information pertaining to the incarceration of an individual, judges and attorneys. Implemented and designed an excel program for the Pretrial Services Department. Provided information to the public, which required the application of court policies, rules and procedures for the Traffic Court Department.
Sept 1998 Oct 1999	Legal Secretary/Office Manager Skinner, Sutton, Watson & Rounds, Las Vegas, NV Legal Secretary to Personal Injury and Insurance Defense Attorney.
June 1988 Sept 1998	Paralegal Attorney General's Office, Trenton, NJ Personal Injury Paralegal in the Tort Litigation Department for four attorneys

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2007 JAN 30 P 4:11



**City of Las Vegas
Board, Commission, or Committee Interest Form**

Name: STACE TRUESDELL

Home Street Address: 265 WINTED JASMINE

City: LAS VEGAS ZIP Code: 89106

Work Street Address: 3772 HOWARD HUGHES PKWY; 3RD FLOOR
SOUTH

City: LAS VEGAS ZIP Code: 89169

Employer: JONES VARGAS Occupation: ATTORNEY

Home Phone Number: 888-4675 Work Phone Number: 862-8342

Other Phone Number: 416-4546 Email Address: STRUESDELL
@JONESVARGAS.COM

Please list the boards, commissions, or committees that you are interested in
serving on:

ANY CITY OF LAS VEGAS BOARD, COMMISSION, OR
COMMITTEE

Ward 5 Resident

✓ Park & Rec
✓ Animal Advisory
✓ Neighborhood Partners
✓ Arts Commission
✓ CPAC
✓ Senior Citizens' Advisory
✓ Housing
✓ Senior Citizen Law Project

Page 1 of 2

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

THE HEADERS School Alumni Association

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I am 2006 graduate of the City of Las Vegas
Citizens Leadership Academy. Additionally, I
am an Attorney and lifetime resident of the
City of Las Vegas.

Please list any of your relatives or friends that work for the entity in which you would be serving:

Ric TRUEDELL, Father, Planning Commissioner

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

01/30/2007 15:55 FAX 004/004

Stacie Anne Truesdell
265 Wilted Jasmine Ct.
Las Vegas, NV 89106
struesdell@jonesvargas.com

EDUCATION: New York Law School, New York, NY
JD, *Magna Cum Laude*, May 2005
Class Rank: Top 2 % (10/423) **GPA:** 3.72
Honors: New York Law School Law Review, Symposia Editor
Justice John Marshall Harlan Scholar
Affiliated with the Center for Professional Values and Practice
Dean's List: Fall 2002 & Spring 2003
Dean's List High Honors: Fall 2003, Spring 2004, Fall 2004 & Spring 2005
Activities: Upper Class Mentor

Lafayette College, Easton, PA
BA, Government & Law and Art, May 2002
Honors: Dean's List (six semesters)
Council of Lafayette Women, Greek Woman Representative 2001
Activities: Pi Beta Phi Sorority: President, Interest Group Chairman and Risk Manager
Lafayette College Cheerleading Team: Captain
Senior Class Fund Drive: Captain
Yearbook: Assistant Special Events Editor

University of Pennsylvania, Florence, Italy
Study Abroad Program, June & July 2000
Course Work: Italian and Art History

EXPERIENCE:

Jones Vargas, Las Vegas, NV

Associate Attorney, August 2005 – Present

Practice in the government affairs practice group. Appear on behalf of clients before the local governing bodies in the Las Vegas valley regarding zoning, land use and licensing issues.

New York Law School Employment Law Clinic, New York, NY

Student Intern, August – December 2004

Worked for school credit with a non-profit legal services provider on employment law cases. Interviewed clients and assisted them in obtaining unemployment benefits from the New York State Department of Labor by representing them at their administrative hearings. In addition, counseled clients on pursuing claims against their employers in small claims court.

Jones Vargas, Las Vegas, NV

Summer Law Clerk, May – August 2004

Conducted legal research on a variety of topics including corporations, eminent domain, and civil procedure. Worked on closing documents for the sale of a subsidiary company. Wrote a Motion for Service of Process Upon the Secretary of State and an Application for Default Judgment. Assisted in government affairs work by attending meetings of local governmental agencies.

Professor Andrew Berman, New York, NY

Research Assistant, January – May 2004

Conducted legal research on Mitchell Lama subsidized public housing for a pro bono case.

New York State Supreme Court, Justice Michael A. Corriero, New York, NY

Judicial Intern, January - May 2003

Observed juvenile criminal court proceedings from pre-trial phase through sentencing. Conducted legal research. Assisted in weekly calendar call. Completed special assignments from the Judge.

COMMUNITY ACTIVITIES: City of Las Vegas, Citizens Leadership Academy Graduate (2006), The Meadows School Alumni Association, Vice-President of School Relations (2004 – Present), Lafayette College, Alumni Admissions Representative (2005 – Present), and Pi Beta Phi, Las Vegas Alumni Association (2005 – Present).

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

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS:

PARK & RECREATION ADVISORY COMMISSION – Lisa B. Sherman, Term Expiration 4/1/2007; Malcolm D. White, Term Expiration 4/7/2007

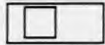
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The term of office for Lisa Sherman will expire April 1, 2007 and the term for Malcolm White will expire April 7, 2007. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Both Ms. Sherman and Mr. White are eligible and wish to be reappointed. Procedure for this Board requires appointment by the City Council.

RECOMMENDATION:

Options are:

Reappoint Ms. Sherman or appoint a new member to fill this seat

Reappoint Mr. White or appoint a new member to fill this seat

BACKUP DOCUMENTATION:

1. Current Listing and Authority
2. Memo from Dr. Barbara P. Jackson, Director, Leisure Services Department
3. Board Interest Forms, Venus Carter Ramirez, Laurie R. Buchman, and Stacie Truesdell

Motion made by GARY REESE to Approve to Reappoint Malcom D. White

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 STEVE WOLFSON to Approve to Reappoint Lisa B. Sherman

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

CITY COUNCIL MEETING OF: MARCH 7, 2007

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:

The Councilmembers commented on the attendance of Mr. White and Ms. Sherman.



PARK & RECREATION ADVISORY COMMISSION

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. LOWENSTEIN, JOHN (Goodman's recommendation) (Replaces Father Dave Casaleggio)	7017 Via Locanda Avenue (Ward 6)	89131	1-18-2006 (Effective 2-5-2006)	2-5-2009
2. LEE, HARRY (Ross's recommendation) (Fills Unexpired Term of Heidi Hanusa, Resigned 9-29-2006)	8125 Bay Dunes Street (Ward 6)	89131	12-6-2006	12-7-2008
3. AKER, MICHAEL R., SR. (Brown's recommendation) (Fills Unexpired Term of Chris Lazzaro, Resigned 8-23-2006)	172 Marion Drive (Ward 3)	89110	10-4-2006 (Reappt 11-15-2006)	12-12-2009
4. KENNEDY, PAULINE (Tarkanian's recommendation) (Fills Unexpired Term of Brian Sitter, Resigned 8-10-2006)	3108 Roseville Way (Ward 1))	89102	9-20-2006	1-8-2009
5. HEENAN, LETIA (LEE) M. (Goodman's recommendation)	4527 Alpine Place (Ward 1)	89107	9-1974 (Reappt 12-15-1997) (Reappt 1-03-2001) (Reappt 1-7-2004) (Reappt 12-20-2006)	1-7-2010
6. ROMEO, DONALD MD. (Brown's recommendation)	Hm: 4821 Black Bear Road Condominium No. 101 (Ward 6)	89149	1-1977 (Reappt 11-06-1996) (Reappt 10-20-1999) (Reappt 10-16-2002) (Reappt 11-02-2005)	11-18-2008
7. BLACKBURN, BRENT (Reese's recommendation)	1205 James Street (Ward 3)	89101	10-18-2000 (Reappt 12-05-2001) (Reappt 1-05-2005)	1-06-2008
8. CORBETT, STAVAN R. (Brown's recommendation)	412 Anchor Street	89110	11-2-2005	11-02-2008
9. JONES, ASHA (Reese's recommendation) (Fills Unexpired Term of Marjean Shea, Resigned 8-8-2006)	3540 N. Hualapai Way #2040 (Ward 4)	89129	10-18-2006	12-11-2008
10. WHITE, MALCOLM D. (L. McDonald's recommendation)	8504 Copper Falls Avenue (Ward 4)	89129	11-07-2001 (Reapp 4-7-2004)	4-07-2007
11. SHERMAN, LISA B. (Reese's recommendation) (Formerly Lisa Cavaretta)	P. O. Box 80104 (Mailing) (Ward 2) (3077 Yankee Clipper Dr., 89117, Home)	89180	4-01-1992 (Reappt 4-05-1995) (Reappt 3-23-1998) (Reappt 3-07-2001) (Reappt 3-17-2004)	4-01-2007

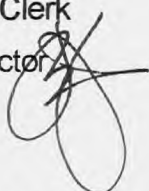
12.	FOGER, CHARLES (Weekly's recommendation)	1121 Tumbleweed Avenue (Ward 5)	89106	11-06-2002 3-24-2009 (Reappt 2-19-2003) (Reappt 3-1-2006)
13.	McGRATH, TOM (Tarkanian's recommendation)	1413 Vista Drive (Ward 1)	89102	3-1-2006 3-1-2009
14.	HAUPT, ERNIE (Reese's recommendations)	1434 Cottonwood Place (Ward 3)	89101	12-07-1998 3-24-2009 (Reappt 3-01-2000) (Reappt 3-05-2003) (Reappt 3-1-2006)
15.	McCURDY, WILLIAM (Goodman's recommendation)	1117 Hart Avenue (Ward 5)	89106	12-05-2001 2-20-2009 (Reappt 1-22-2003) (Reappt 1-18-2006)

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS, WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HER LONG SERVICE TO THIS BOARD.

NOTE:	On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Park & Recreation Board.
AUTHORITY:	LVMC 2.42. Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.
MEMBERS:	15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Bill 91-2)
TERM:	3 years (no limit to number of terms) (Must fill unexpired terms)
NOTES:	No City residency requirement. NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, Ordinance 5346, adopted 8-1-2001.
MEETS:	Meets 2 nd Wednesday of each month, 5:00 P.M., 749 Veterans Memorial Drive, Conference Room

Memorandum

City of Las Vegas
Department of
Leisure Services

To: Beverly K. Bridges, Acting City Clerk
From: Barbara P. Jackson, DPA, Director 
CC: Mary Klaholz, Paula Clark
Date: February 8, 2007
Re: Parks and Recreation Advisory Commission – Reappointments

Lisa Sherman's term will expire on April 1, 2007. Lisa has requested a desire to be reappointed to the Board. Lisa missed 4 of 11 meetings in 2004; 2 of 9 in 2005; and 3 of 12 in 2006.

Malcolm White's term will expire on April 7, 2007. Malcolm has requested a desire to be reappointed to the Board. Malcolm missed 1 of 11 in 2004; none of 9 in 2005; and 1 of 12 in 2006.

If you need additional information, please contact Mary Klaholz at extension 6588.

BPJ/mdk

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2006 NOV -8 P 1:18



City of Las Vegas Board, Commission, or Committee Interest Form

Name: Venus Carter Ramirez

Home Street Address: 916 Shadow Mountain Place

City: Las Vegas **ZIP Code:** 89108

Work Street Address: 6375 W. Charleston Blvd.

City: Las Vegas **ZIP Code:** 89146

Employer: CCSN **Occupation:** Administrative Staff

Home Phone Number: 702-646-1711 **Work Phone Number:** 702-651-5775

Other Phone Number: - **Email Address:** vrlvemail@yahoo.com

Please list the boards, commissions, or committees that you are interested in serving on:

Parks & Recreation Advisory Commission

For office use onlyCLV Y[✓] NWard 5Date 11-8-2006

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

I currently serve as a board member of the Life in Christ Church in Las Vegas, Nevada and I have served on several hiring committees with the Community College of Southern Nevada. Also, I have served on one of the college's accreditation committees (Institutional Integrity) and the local March of Dimes, Walk for Life Committee for a financial institution.

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

A life long resident of Las Vegas, Nevada, I have received many of the benefits of the programs and activities offered by the Parks and Recreations Department. As a young person, I participated in the Search for Talent program (*I made it to the finals*). I also participated in sports, arts events and many other activities offered by the city. I was an actor with the Las Vegas Little Theatre and I hold a Bachelor of Arts in Performance from UNLV. Along with my recent participation in the Las Vegas Citizens Academy, Class of 2006, I believe through my experiences, I will be able to assist the current board and the City of Las Vegas' current and future Parks and Recreation patrons. Through my professional work, I have gained insight into the culture of working for the public trust and dealing with peoples from all walks of life. I am bi-lingual and I am computer literate, familiar with many software programs. I would come ready to serve, armed with the knowledge I have gained from my residency, my profession and from my volunteer experiences and participation in cultural programs. I believe I can make solid recommendations on matters pertaining to public parks and public recreation and make valuable contributions to the Parks and Recreation Advisory Commission.

Please list any of your relatives or friends that work for the entity in which you would be serving:

To my knowledge, I have none.

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to: City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

2006 NOV -8 P 1:18

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**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Venus Carter Ramirez

916 Shadow Mountain Place
Las Vegas, Nevada 89108

(702) 646-1711
vrlvemall@yahoo.com

November 8, 2006

City Clerk Barbara Jo Ronemus
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Dear Ms. Ronemus,

Kindly accept this letter as an expression of my interest in being considered for appointment to the City of Las Vegas Parks and Recreation Advisory Commission.

Las Vegas is growing in every direction both geographically and in population. The growth has been so rapid that many new residents and even long timers do not know about all of the wonderful programs and services that the City of Las Vegas offers. As a life long resident, who has long desired to become more involved in her community in effective ways that enhance the city and make it available to everyone, I was enlightened by my recent experience in the Las Vegas Citizens Academy. It was then realized that I could participate in city government and hopefully make a difference in the community in which I have spent my life.

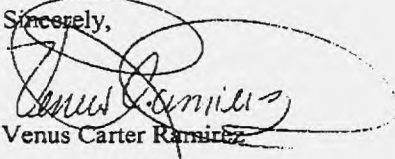
I would add my professional experience in public higher education and other public agencies, with my desire to help the community in useful ways. It would be an honor for me to offer assistance and ideas that would augment current programs, birth new ones and make Las Vegas a leader in terms of programs and policies for parks and recreation services.

Working and living abroad has given me greater insight into human activities and I believe I can offer fresh perspectives into diversity issues and working in culturally diverse teams to achieve a mutual goal. I can also offer skills such as: budget planning and special program direction, computer literacy and bi-lingual (Spanish) communication. I am hopeful that this varied experience will be of valuable to the commission.

As I stated in my application, I would come ready to serve, armed with the knowledge I have gained from my residency, profession and experiences. I want to make our leisure services programs as world famous as our city, as well as, making them available to everyone.

If you should need any further information in regard to my application, please do not hesitate to contact me. I thank you very much for your consideration and look forward to the opportunity to speak with you, if the process allows, in the near future.

Sincerely,



Venus Carter Ramirez

Venus Carter Ramirez

916 Shadow Mountain Place
Las Vegas, Nevada 89108

(702) 646-1711
vrlvemail@yahoo.com

OBJECTIVE: To be considered for membership on the Las Vegas Parks & Recreation Advisory Commission.

SUMMARY OF QUALIFICATIONS

- Strong history and proven investment in the Las Vegas Community
- Posses the desire and commitment to further serve city residents
- Skilled in developing cooperative relationships within diverse groups
- Proficient in English and Spanish

PROFESSIONAL EXPERIENCE

ADMINISTRATIVE

- Office supervisor and liaison for Academic Dean, to college and elected officials, community members, faculty and students. Responsible for successful day to day operations of multiple office locations. Schedule meetings, screen and direct inquiries. Provide supervision to clerical staff and assist faculty, students and community members. Resolve problems. Prepare various forms of financial documents. Compose correspondence, prepare reports and compile data. Serve as division web-site editor.
- Monitor budget and expenditures. Purchase equipment and supplies. Expedite orders, confirm deliveries and follow up on incomplete or late orders. Instruct staff in office and organizational procedures, computer operations and software programs. Locate, coordinate, and schedule facilities for classes, meetings and seminars.
- Built database for Community & Continuing Education's Events Schedule computer program. Maintain multiple filing systems. Evaluated course proposals - recruited instructors for academic and non-academic courses. Created and served as division newsletter editor.

PROGRAM DIRECTOR

- Established a Christian based educational program in the Caribbean. Raised funds to initiate and maintain the program and renovate facility. Directed classes and activities, counseled students, visited hospital patients, persons in need, bereaved families and shut-ins. Worked with various children's projects and public events.

FINANCIAL

- New accounts specialist that handled large monetary transactions. Sent and received intercontinental wire transfers, reviewed credit card applications, filled and retrieved funds from ATM machines. Promoted financial products such as CD's, IRA's and Money Market Accounts. Prepared paperwork for auditors.
- Participated in community programs such as March of Dimes fund raisers and Walk for Life projects.

COMMUNITY ACTIVITIES

Participated in or assisted in programs of organizations such as: The Las Vegas Citizens Leadership Academy 2006, Le Femme Douze, Girl Scouts of America, the American Red Cross as well as: March of Dimes - Local event committee member, Las Vegas Little Theatre - past member/performer, South Valley Christian Fellowship - Youth Leader and Africa Letter Writing Exchange program participant, Nellis AFB Gospel Choir - past member, Southern Nevada Musical Society Choir, past member, Unity Baptist Church - Homeless assistance, Vineyard Christian Fellowship - Prison music ministry.

COMPUTER SKILLS

Windows XP, Microsoft Word, Power Point, Corel Presentations, WordPerfect, Quattro Pro, Excel, Illustrator, Photo Shop, PageMaker, Dreamweaver, QuarkXpress - Student Information System (SIS) and contract/scheduling computer programs and the Advantage Financial System for the Nevada State Higher Educational System.

LANGUAGE

- Verbal and written proficiency in English and Spanish

EMPLOYMENT HISTORY

2003-2006 Assistant to the Dean	Social Sciences & Ed., CCSN	Las Vegas, Nevada
2002-2003 Director/Missionary	Escuela de Cristo	Las Vegas, Nevada
1997-2002 Management Assistant	Philosophical & Regional Studies, CCSN	Las Vegas, Nevada
1995-1997 Program Assistant	Continuing Education, CCSN	Las Vegas, Nevada
1994-1995 New Accounts Specialist	American Federal Savings Bank	Las Vegas, Nevada
1988-1993 Purchasing Assistant	EG&G Special Projects	Las Vegas, Nevada

EDUCATION

B.A. Arts - University of Nevada Las Vegas
 Spanish Translation Program -anticipated graduation date 2008 - UNLV
 Applied Technology Studies, Commercial Photography - CCSN
 American Heart Association - CPR



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2007 JAN -4 A 10:57

City of Las Vegas Board, Commission, or Committee Interest Form

Name: LAURIE R BUCHMAN

Home Street Address: 238 APENNINE PLACE

City: LAS VEGAS ZIP Code: 89138

Work Street Address: _____

City: _____ ZIP Code: _____

Employer: _____ Occupation: RETIRED

Home Phone Number: 838-7166 Work Phone Number: _____

Other Phone Number: 370-9069 Email Address: DBUCH238@YAHOO.COM

Please list the boards, commissions, or committees that you are interested in
serving on:

PARKS and RECREATION ADVISORY COMMISSION

For office use only

CLV Y ✓ N

Ward 2

Date 1/4/07

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

SEE ATTACHED

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

SEE ATTACHED

Please list any of your relatives or friends that work for the entity in which you would be serving:

NONE

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to: **City Clerk**
 City of Las Vegas
 400 Stewart Avenue
 Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

The boards, commissions and committees I served on during my residency in Michigan are included in the attached resume. I had the opportunity to sit on both sides of the "table". As an employee with the City of Oak Park, Department of Recreation, I was directly accountable to the Recreation Advisory Board. The issues related to Seniors – recreation, education, health, transportation, nutrition, social services, travel and outreach; Teens – center programming after-school, evenings, weekends and summer; Youth Activities – summer playground, weekend drama and daycamps; and related fiscal matters as the department expanded in scope. Both my passion for recreational activities and my professional experiences, led me to realize how much I wanted to become a voice for the community in which I lived.

As an elected official in West Bloomfield Township I was directly responsible for determining policy, budget, hiring the director, and presenting to both the Town Board and public at large. I reflect with great pride on helping to achieve the following: increasing the fund balance, preserving environmentally sensitive "passive" open space and historical sites, establishing "active" recreation venues, and a "rails to trails" linear corridor, as well as developing recreation offerings for seniors, teens, impaired and physically challenged citizens. During my tenure the commission updated its master plan, secured numerous large grants, and passed additional millages specifically dedicated to land acquisition/maintenance/enhancement, and youth sports. I also assisted in the writing of a recreation-zoning ordinance adopted by the Town Board.

It is my desire to continue in community service in Las Vegas. I bring experience, dedication, and enthusiasm. Taking responsibilities very seriously, my attendance at scheduled meetings was 98% and I voluntarily participated in other meetings related to parks business. Most importantly, I inspired other dedicated citizens to become actively involved in park and recreation issues. I would appreciate the opportunity to contribute to the Las Vegas Parks and Recreation Advisory Commission.

LAURIE R. BUCHMAN

238 Apennine Place
Las Vegas, Nevada 89138
702-838-7166

GOAL: To remain an active participant in and supportive citizen to community leisure activities

WORK EXPERIENCE

- 1994-2002 West Bloomfield (MI) School District – Administrative Assistant
- 1988-1994 West Bloomfield School District – Special Education Paraprofessional
- 1987-1988 International Minute Press – franchise owner of printing center
- 1975-1987 City of Oak Park, MI Department of Recreation – Senior Citizen Coordinator
- 1972-1975 Substitute Teacher

EDUCATION

- 1978 Master of Arts in Teaching granted, Oakland University, Rochester, Michigan
- 1972 Bachelor of Arts granted, Oakland University, Rochester, Michigan

PROFESSIONAL MEMBERSHIPS

- 1978-90 Certified Recreation Professional by Michigan Recreation and Park Association [MRPA]
- 1975-87 Northwest Parks and Recreation Association Michigan Directors of Service to the Aging
National Council of Senior Citizen Centers National Council on Aging
American Heart Association of Michigan-Stroke & Aphasia Committee
Michigan Senior Olympics Committee

PUBLIC SERVICE

West Bloomfield Parks and Recreation Commissioner: Elected 1984-88, Elected 1992-96, Re-elected 1996-2000, 2000-02; served as Secretary, Treasurer and Chair

OTHER

- 2002 – Las Vegas Resident
- 1969-1991 Played Recreational League Softball
- 1980 Received the Distinguished Service Award for the Summer Youth Employment Program

REFERENCES

- Mr. Daniel Navarre, Director, West Bloomfield Parks and Recreation Commission
4640 Walnut Lake Road, West Bloomfield, Michigan 48323 (248) 451-1900, ext. 216
- Ms. Sally Pierce, Director-retired, West Bloomfield Parks and Recreation Commission
1657 Mariner Drive, Walled Lake, Michigan 48390 (248) 669-2642

RECEIVED
CITY CLERK

2007 JAN 30 P 4:11



**City of Las Vegas
Board, Commission, or Committee Interest Form**

Name: STACE TRUESDELL

Home Street Address: 265 WILTED JASMINE

City: LAS VEGAS ZIP Code: 89106

Work Street Address: 3773 HOWARD HUGHES PKWY; 3RD FLOOR
SOUTH

City: LAS VEGAS ZIP Code: 89169

Employer: JONES VARGAS Occupation: ATTORNEY

Home Phone Number: 888-4675 Work Phone Number: 862-8342

Other Phone Number: 416-4546 Email Address: STRUESDELL
@JONESVARGAS.COM

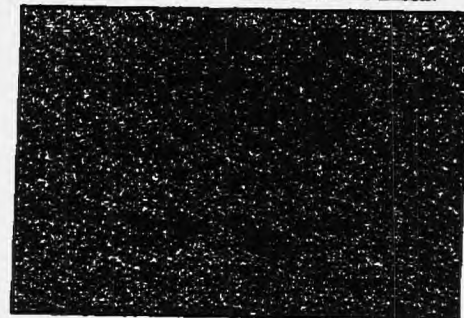
Please list the boards, commissions, or committees that you are interested in
serving on:

ANY CITY OF LAS VEGAS BOARD, COMMISSION, OR
COMMITTEE

Ward 5 Resident

✓ Park & Rec
✓ Animal Advisory
✓ Neighborhood Partners
✓ Arts Commission
✓ CPAC
✓ Senior Citizens' Advisory
✓ Housing
✓ Senior Citizen Law Project

Page 1 of 2



Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

THE HEADERS School Alumni Association

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I am 2006 graduate of the City of Las Vegas
Citizens Leadership Academy. Additionally, I
am an Attorney and lifetime resident of the
City of Las Vegas.

Please list any of your relatives or friends that work for the entity in which you would be serving:

Ric TRUEDELL, Father, Planning Commissioner

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to: City Clerk
 City of Las Vegas
 400 Stewart Avenue
 Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Stacie Anne Truesdell

265 Wilted Jasmine Ct.
Las Vegas, NV 89106
struesdell@jonesvargas.com

EDUCATION: New York Law School, New York, NYJD, *Magna Cum Laude*, May 2005**Class Rank:** Top 2 % (10/423) **GPA:** 3.72**Honors:** *New York Law School Law Review*, Symposia Editor

Justice John Marshall Harlan Scholar

Affiliated with the Center for Professional Values and Practice

Dean's List: Fall 2002 & Spring 2003

Dean's List High Honors: Fall 2003, Spring 2004, Fall 2004 & Spring 2005

Activities: Upper Class Mentor

Lafayette College, Easton, PA

BA, Government & Law and Art, May 2002

Honors: Dean's List (six semesters)

Council of Lafayette Women, Greek Woman Representative 2001

Activities: Pi Beta Phi Sorority: President, Interest Group Chairman and Risk Manager

Lafayette College Cheerleading Team: Captain

Senior Class Fund Drive: Captain

Yearbook: Assistant Special Events Editor

University of Pennsylvania, Florence, Italy

Study Abroad Program, June & July 2000

Course Work: Italian and Art History

EXPERIENCE:

Jones Vargas, Las Vegas, NV

Associate Attorney, August 2005 – Present

Practice in the government affairs practice group. Appear on behalf of clients before the local governing bodies in the Las Vegas valley regarding zoning, land use and licensing issues.

New York Law School Employment Law Clinic, New York, NY

Student Intern, August – December 2004

Worked for school credit with a non-profit legal services provider on employment law cases. Interviewed clients and assisted them in obtaining unemployment benefits from the New York State Department of Labor by representing them at their administrative hearings. In addition, counseled clients on pursuing claims against their employers in small claims court.

Jones Vargas, Las Vegas, NV

Summer Law Clerk, May – August 2004

Conducted legal research on a variety of topics including corporations, eminent domain, and civil procedure. Worked on closing documents for the sale of a subsidiary company. Wrote a Motion for Service of Process Upon the Secretary of State and an Application for Default Judgment. Assisted in government affairs work by attending meetings of local governmental agencies.

Professor Andrew Berman, New York, NY

Research Assistant, January – May 2004

Conducted legal research on Mitchell Lama subsidized public housing for a pro bono case.

New York State Supreme Court, Justice Michael A. Corriero, New York, NY

Judicial Intern, January - May 2003

Observed juvenile criminal court proceedings from pre-trial phase through sentencing. Conducted legal research. Assisted in weekly calendar call. Completed special assignments from the Judge.

COMMUNITY ACTIVITIES: City of Las Vegas, Citizens Leadership Academy Graduate (2006), The Meadows School Alumni Association, Vice-President of School Relations (2004 – Present), Lafayette College, Alumni Admissions Representative (2005 – Present), and Pi Beta Phi, Las Vegas Alumni Association (2005 – Present).

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

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS:

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

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This board is comprised of five members appointed by the City Council and five members appointed by Clark County. Terms of office are for four years, and members are limited to two terms. The Consolidated Library District Attorney has opined that a member of this Library District may serve two four-year terms plus any expired portion of a term to which they have been appointed, provided the total number of years does not exceed 10 years. Membership on this Board requires City residency, and attendance is compensatory. Dr. Aguirre has served one full term. He is eligible and wishes to be reappointed.

RECOMMENDATION:

Procedure for this Board requires recommendation by any member of the City Council with Council ratification. Options are:
Reappoint Dr. Aguirre or appoint a new member to fill this seat

BACKUP DOCUMENTATION:

1. Current Listing and Authority
2. Letter from Daniel L. Walters, Executive Director, Las Vegas – Clark County Library District

Motion made by STEVE WOLFSON to Approve to Reappoint Dr. Aldo Aguirre

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:

COUNCILMAN WOLFSON noted DR. ALDO is very interested in reappointment and is an excellent person to have on the Board.

2-7-2007 Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

**LAS VEGAS-CLARK COUNTY
LIBRARY DISTRICT BOARD OF TRUSTEES**

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIG. APPT.</u>	<u>TERM EXPIRES</u>
1. BENAVIDEZ, KELLY Weekly recom. (Replaced Ricki Y. Barlow)	400 Stewart Ward 2 Resident	101	6/2/2004 (Reapp. 2/7/2007)	3/6/2011
2. AGUIRRE, ALDO, DR. L.B. McDonald recom.	10701 Moon Flower Arbor Pl. Ward 2 Resident	144	3/5/2003 (Effect. 4/3/2003)	4/3/2007
3. HARALA, LARRY Goodman recom (Replaced Dr. Pohl)	6908 Country Court Ward 2 Resident	149	3/16/05 (Effective 4/7/2005)	4/7/2009
4. ARTHURHOLTZ, ANDREA Reese recom.	1905 S. 16TH Street Ward 3 Resident	104	4/18/01 (Reapp. 3/16/2005)	4/18/2009
5. SPONER, M. FRANCES Tarkanian recom.	2025 Eagle Trace Way Ward 1 Resident	117	4/3/02 (Reapp. 3/16/2005)	4/18/2009

AUTHORITY: Consolidated Library District created by the 1985 Legislature
S. B. 158, 2-18-85
NRS 379.0222
Amended per Bill 2001-70, Ordinance 5346, adopted 8-1-2001 regarding Financial Disclosure requirement
Per L.V.M.C. 2.49.010, a person is not eligible to serve on this board unless he or she is a resident of the
City of Las Vegas.

TERM: 4 years (limited to 2 terms)
(Must fill unexpired portion of terms, if appropriate)
(In 2003, the Consolidated Library District Attorney has opined that a member of this Library District may serve two
four-year terms plus any expired portion of a term to which they have been appointed, provided the total number of
years does not exceed 10 years.)

MEMBERS: 5 members appointed by the City Council
(County also appoints 5 members)

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required
to file State Financial Disclosure Statements. This board meets that established criteria.

Members receive \$40 per meeting, but not more than \$80 per month.

Mr. Daniel Walters, Executive Director
833 Las Vegas Boulevard North
Las Vegas, NV 89101
507-3611



Las Vegas-Clark County

**LIBRARY
DISTRICT**

Office of the Executive Director, Daniel L. Walters

Received By

FEB 09 2007

City Managers Office

February 7, 2007

Dr. Douglas Selby, Ph.D.
City Manager
City Hall, Eighth Floor
400 Stewart Avenue
Las Vegas, NV 89101

Dear Dr. Selby:

Please accept this letter as official notification of the District's request that the City Council reappoint Trustees Kelly Benavidez and Aldo Aguirre to new terms on the Board of Trustees.

Ms. Benavidez was appointed to the Board on June 2, 2004 to serve out the remainder of Mr. Ricki Barlow's term. She currently serves as Board Secretary, and represents the District on the Board of the Las Vegas Art Museum. Ms. Benavidez is a member of the Board's Executive, Finance and Audit and Legislative Committees. Her term expires on March 6, 2007.

Dr. Aguirre has served on the Board since April 3, 2003. He represents the District on the Board of the Las Vegas Art Museum and is a member of the Board's Risk Management and Legislative Committees. Dr. Aguirre's term expires on April 3, 2007.

Ms. Benavidez and Dr. Aguirre are active leaders on the Board of Trustees and have participated in the ongoing development of the District's *Strategic Service Plan*. The District has received the **2005 Community Leader** award from the Southern Nevada Human Resources Association in recognition of the District's outstanding diversity practices and was named **2006 Best Places to Work - Government** by the same organization.

If I can provide any additional information, please do not hesitate to contact me.

Sincerely,

Daniel L. Walters

DLW:apb

cc: K. Benavidez
A. Aguirre, Ph.D.

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CITY CLERK
2007 FEB 13 P 2:29

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

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS:

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

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The City of Las Vegas Audit Oversight Committee was created by City Council Resolutions R-49-98 and R-117-98 for the purpose of overseeing various aspects of the City's internal audit function. Two members must be specifically identified members of the City Council and three members must be from the community-at-large. Councilman Weekly was a member of this board. With his appointment to the Clark County Commission, a new member of Council will need to be appointed.

RECOMMENDATION:

Procedure for this Committee requires appointment by the Mayor, subject to ratification by the City Council. It will be necessary to appoint another member of the City Council to fill the vacancy.

BACKUP DOCUMENTATION:

Current Listing and Authority

Motion made by OSCAR B. GOODMAN 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:

ANTHONY HODGES advised against making an appointment, pending the result of the ongoing municipal election.

CITY OF LAS VEGAS AUDIT OVERSIGHT COMMITTEE
--

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1) COUNCILMAN LAWRENCE WEEKLY	400 Stewart Avenue	89101	6/18/2003 (Reappointed 6/1/2005)	6/18/2007
2) COUNCILMAN LARRY BROWN	400 Stewart Avenue	89101	7/03/2002 (Reappointed 7/7/2004) (Reappointed 6/6/2006)	7/07/2008
3) PAUL WORKMAN VP, Asset Dev. Officer Loan & Lease Placement	7251 W. Lake Mead, #108	89128	9/04/2002 (Reappointed 8/18/2004) (Reappointed 8/2/2006)	8/18/2008
4) JOSE TRONCOSO	2028 Sedona Creek Circle	89128	9/18/2002 (Reappointed 8/18/2004) (Reappointed 8/2/2006)	8/18/2008
5) MICHAEL W. KERN, CPA PIERCY, BOWLER, TAYLOR & KERN	6100 Elton Avenue, Suite 1000	89107	8/16/2000 (Reappointed 8/7/2002) (Reappointed 8/18/2004) (Reappointed 8/2/2006)	8/18/2008

AUTHORITY: Created by Resolution R-49-98, 5-26-98 (Member Amendment - Resolution R-117-98, 12-7-98).
(By-Laws Amended 8/17/2004 by Audit Oversight Committee; removed term limits.)

MEMBERS: 5 MEMBERS appointed by the Mayor subject to ratification by the City Council
(Two specifically identified members of the City Council and three members of the community-at-large)

TERM: Members shall each serve a term of two years, or until a successor is appointed. No limit to number of terms.
Members may be removed and replaced by the Mayor, subject to Council ratification

NOTES: NO CITY RESIDENCY REQUIREMENT
NO FINANCIAL DISCLOSURE REQUIRED

PURPOSE: The Committee shall have responsibility and authority to perform the following:

- Review and evaluate public reports generated by the internal audit function;
- Evaluate the general effectiveness of the audit program no less often than annually;
- Discuss potential audit assignments and give direction to the City Manager and City Auditor concerning current assignments and anticipated assignments for the upcoming twelve months;
- As individual Committee members and as deemed appropriate, interview applicants for the position of City Auditor and, as a Committee, provide recommendations with regard to the appointment;
- Provide recommendations concerning potential changes to the City Charter concerning the audit function;
- Oversee and reinforce compliance to the City's Internal Audit Policy; and
- Provide such other guidance as necessary in promoting the effectiveness of the audit function.

MEETINGS: The Committee shall meet with the City Auditor and City Manager not less than once per quarter; meetings are subject to the provisions of the Open Meeting Law.

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

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

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

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

It has been determined that current zoning regulations do not provide sufficient distinction between establishments that provide massage therapy as a principal use and those that do so on an ancillary or accessory basis. This bill will create the use “accessory massage” and set forth the circumstances under which it will be permitted as an accessory use.

RECOMMENDATION:

ADOPTION at 3/7/2007 City Council meeting pursuant to the 2/20/2007 Recommending Committee.

First Reading – 2/7/2007; First Publication – 2/23/2007

BACKUP DOCUMENTATION:

1. Bill No. 2007-5
2. Written comments by Tom McGowan for Item 76

Motion made by LARRY BROWN to Approve

Passed For: 5; Against: 1; Abstain: 0; Did Not Vote: 0; Excused: 0

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

Minutes:

Second Reading and bill adopted as recommended as Ordinance No. 5893. Clerk to proceed with second publication.

CITY COUNCIL MEETING OF: MARCH 7, 2007

TOM McGOWAN, Las Vegas resident, questioned the definition for "accessory massage" and recommended strict scrutiny of the language used for all matters on the agenda. MAYOR GOODMAN indicated that the "accessory massage" use would be incidental to the primary use.



SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to provide that the use "Accessory Massage" is permitted as an accessory use in the P-R, N-S, O, C-D, C-1, C-2, C-M and M Zoning Districts. In order to reflect the amendment, the Retail and Personal Services" element of the Land Use Tables is amended to add thereto a new row for the use, reading as follows:

USE	RESIDENTIAL												COMMERCIAL					INDUSTRIAL			
Massage, Accessory	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
													A	A	A	A	A	A	A	A	A
	Description: The performing of massage therapy or therapeutic massage that: 1. Is accessory to a principal permitted use that is one of the following: a. A medical office or physical rehabilitation clinic; b. A fitness and health center; c. A country club or golf course clubhouse; d. A hotel with more than one hundred rooms; or e. A facility similar in nature to any of the facilities listed above; 2. Does not occupy more than 150 square feet of space; and 3. Is not advertised on any exterior signage.																				
On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.																					

SECTION 3: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the use "Massage Establishment" to read as follows:

"Massage Establishment" means a facility which is occupied and used for the purpose of practicing massage therapy as defined in LVMC Chapter 6.52. The term does not include the use "accessory massage," as defined in this Title.

SECTION 4: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding, at the appropriate place, a new definition for the term "Accessory Massage," to be listed for alphabetical purposes as "Massage, Accessory," reading as follows:

"Massage, Accessory" means the performing of massage therapy or therapeutic massage that:

- (1) Is accessory to a principal permitted use that is one of the following:
 - (a) A medical office or physical rehabilitation clinic;

- (b) A fitness and health center;
- (c) A country club or golf course clubhouse;
- (d) A hotel with more than one hundred rooms; or
- (e) A facility similar in nature to any of the facilities listed above;
- (2) Does not occupy more than one hundred fifty square feet of space; and
- (3) Is not advertised on any exterior signage.

SECTION 5: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2007.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Val Steed 1-23-07
Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 _____ day of _____, 2007, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the _____ day of
5 _____, 2007, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11

12

APPROVED:

13

14

By _____
OSCAR B. GOODMAN, Mayor

15

16

ATTEST:

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BARBARA JO RONEMUS, City Clerk

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TM/LAS VEGAS [IN WED. 2 MARCH, '07 (CONT'D)]
PUBLIC COMMENT

Item #76. Tom McGowan; LAS VEGAS RESIDENT.

IN THE INTEREST OF OPEN PUBLIC DISCLOSURE, DEFINE THE WORD &
'ACCESSORY', AS UTILIZED IN THE SUBJECT ITEM.

THANK YOU.

TM/REDEVELOPMENT AGENCY MTG:-
(PUBLIC COMMENT)

Item #5. Tom McGowan; LAS VEGAS RESIDENT.

IN A MAP OF THE 'VEGAS GRAND PRIX' EVENT, THE NEONOPOLIS
PROPERTY IS IDENTIFIED AS THE 'LATIN VILLAGE'. WHAT'S THE
GENESIS AND THE DETAILED PARTICULARS OF THAT 'LATIN VILLAGE'
DESIGNATION? THANK YOU.

Item #6. Tom McGowan; LAS VEGAS RESIDENT.

WHO ARE THE CORPORATE OFFICERS (?) AND WHAT'S THE
CORPORATE HEAD QUARTERS ADDRESS OF 'TOTAL QUALITY RESOURCES
CORP'?

THANK YOU.

(TEXT SUBMITTED AND REQUESTED INCLUSION IN THE MINUTES)

Submitted at Redevelopment Agency

Date 3/7/07 Item CC# 76 &
RA 5+6

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

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

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

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This bill will make the City's regulations consistent with State law, Health District regulations, and the Clark County and Henderson Codes. This bill will: (1) update, but not increase, basic service charges; (2) increase frequency-of-service options for businesses; (3) establish minimum container requirements for non-residential customers; (4) add overflow charges for collecting overflowing waste; (5) eliminate discontinuation-of-service charges; (6) deregulate rates for categories of waste for which competitive markets exist (e.g., construction or demolition waste); (7) facilitate recycling of construction or demolition waste, and authorize other pilot programs to increase recycling; (8) revise late-payment charges for residential customers; and (9) add customer service requirements.

RECOMMENDATION:

ADOPTION at 3/7/2007 City Council meeting pursuant to the 2/20/2007 Recommending Committee.

First Reading – 2/7/2007; First Publication – 2/23/2007

BACKUP DOCUMENTATION:

1. Bill No. 2007-7
2. Business Impact Statement

CITY COUNCIL MEETING OF: MARCH 7, 2007

Motion made by LOIS TARKANIAN to Approve

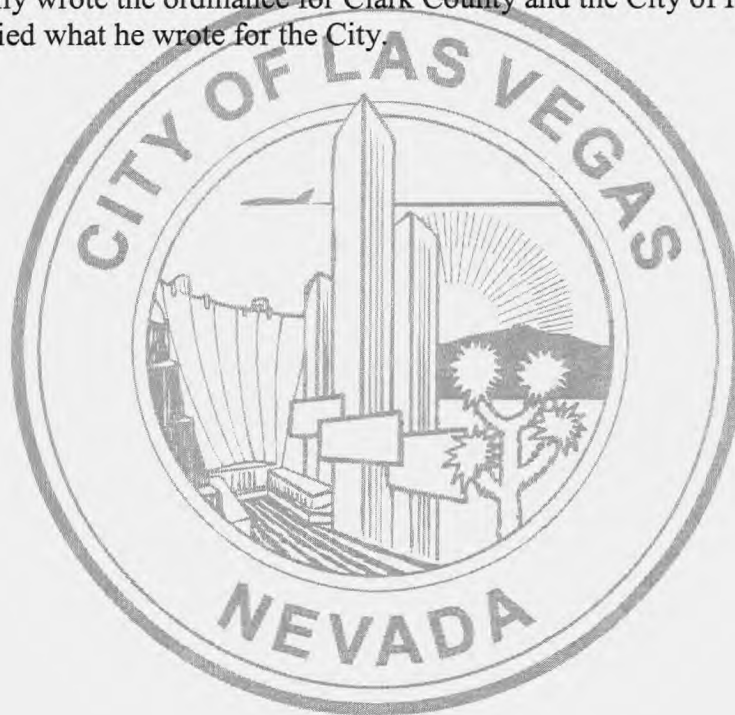
Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

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:

Second Reading and bill adopted as recommended as Ordinance No. 5894. Clerk to proceed with second publication.

BOB COYLE, Republic Services, thanked MARK VINCENT, Director of Finance and Business Services, and CHRIS WARE, Franchise Officer, for their assistance in drafting the ordinance. MR. WARE practically wrote the ordinance for Clark County and the City of Henderson, because they just copied what he wrote for the City.



1 **BILL NO. 2007-7**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE TO AMEND THE CITY'S REGULATIONS CONCERNING THE**
4 **COLLECTION, TRANSPORTATION, DEPOSIT AND DISPOSAL OF SOLID WASTE AND**
5 **RECYCLABLES, AND TO PROVIDE FOR OTHER RELATED MATTERS.**

6 Proposed by: Mark R. Vincent, Director
7 Department of Finance and Business Services

Summary: 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.

11 **THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN**
12 **AS FOLLOWS:**

13 **SECTION 1:** Title 9, Chapter 8, Section 20, of the Municipal Code of the City of Las
14 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

15 **9.08.020:** In the construction of this Chapter, the following definitions shall apply, unless the
16 context clearly requires otherwise:

17 "Cash receipts" means all receipts derived from the collection of solid waste and curbside
18 recyclables collection services and includes, by way of illustration and not limitation, all cash, credits,
19 property or other consideration of any kind derived directly or indirectly by a franchisee (or any of its
20 authorized agents or affiliates) for the collection, transportation and disposal of solid waste, including
21 all revenue received from residential service (including any charges attributable to curbside recyclables
22 collection services), commercial and industrial service, medical-waste service, sewage-waste service,
23 container rentals, packaging, shipping and late fees, but excluding the following revenues from:

24 (A) The sale of recyclables.

25 (B) Any taxes on services furnished by a franchisee that are imposed by other
26 governmental entities, that are passed through to and collected from the franchisee's customers, and
27 that are separately itemized on customers' bills.

28 "Commercial recycler" means any licensed entity, including a licensed franchisee, that is in

1 the business of purchasing, accepting donations of, collecting, storing, transporting or processing
2 source-separated recyclables.

3 "Commingled recyclables" means recyclables that have been abandoned or discarded and that
4 are mixed with solid waste other than residual solid waste.

5 "Compacted solid waste" means solid waste reduced by mechanical equipment, in volume[,]
6 but not weight, by [two-thirds or more by mechanical equipment.] a minimum ratio of three to one.

7 "Construction or demolition waste" means solid waste resulting from the construction or
8 demolition of buildings and other structures, including but not limited to wood, plaster, metals,
9 asphaltic substances, bricks, block and concrete, and landscaping, native vegetation, excavation dirt,
10 rock, stone and gravel. The term "construction or demolition waste" does not include uncontaminated
11 soil, rock, stone, gravel, unused brick and block and concrete if they are separated from other
12 construction or demolition waste and are to be used as clean fill.

13 "CPI-U" means the Consumer Price Index, All Urban Consumers for All Items, U.S. City
14 Average (1982-84=100), as published by the Bureau of Labor Statistics, U.S. Department of Labor.

15 "Curbside recyclables collection" means a collection program operated by a solid waste
16 franchisee in which source-separated recyclables are collected from residential customers on a
17 regularly scheduled basis as a part of the franchisee's solid waste business.

18 "Dead animals" means all dead animals or parts thereof (including condemned meats) that are
19 not intended to be used as food for man or animal.

20 "Dirt" means loose earth, ashes and manure, but exclusive of sand and gravel that is to be used
21 in construction work.

22 "Drop-off center" means a collection site where source-separated recyclables may be taken by
23 persons and deposited into designated containers.

24 "Duplex" means a building or dwelling containing residential dwelling units for two separate
25 families or occupants, each receiving individual solid waste curbside collection.

26 "Franchise agreement" means an agreement between the City and a third party by which such
27 third party is authorized to collect, transport and dispose of solid waste and perform curbside
28 recyclables collection services in the City.

1 “Franchise fee” means the fee required by a franchise agreement based upon a percentage of
2 a franchisee’s cash receipts derived from the collection, transportation and disposal of solid waste and
3 curbside recyclables collection services in the City.

4 “Franchisee” means any person who has contracted with the City for collection, transportation
5 and disposal of solid waste and the performance of curbside recyclables collection.

6 “Garbage” means putrescible animal and vegetable wastes, other than source-separated
7 recyclables, that result from the handling, storage, sale, preparation, cooking and serving of food, and
8 that have been discarded or abandoned.

9 “Hazardous waste” means any waste or combination of wastes, including solids, semisolids,
10 liquids or contained gases which:

11 (A) Because of its quantity or concentration or its physical, chemical or infectious
12 characteristics may:

13 (1) Cause or significantly contribute to an increase in mortality or serious
14 irreversible or incapacitating illness; or

15 (2) Pose a substantial hazard or potential hazard to human health, public
16 safety or the environment when it is given improper treatment, storage, transportation, disposal or
17 other management;

18 (B) Is identified as hazardous waste by the Nevada Department of Conservation and
19 Natural Resources as a result of studies undertaken for the purpose of identifying hazardous wastes;
20 and

21 (C) Includes, among other wastes, toxins, corrosives, flammable materials, irritants,
22 strong sensitizers and materials which generate pressure by decomposition, heat or otherwise.

23 “Materials recovery facility” means a facility that provides for the extraction from construction
24 or demolition waste of those recyclable materials that may be found in construction or demolition
25 waste. The term does not include:

26 (A) A facility that receives only source-separated recyclables;

27 (B) A facility for the recovery of used motor vehicle parts;

28 (C) A facility that receives, processes or stores only concrete, masonry waste.

1 asphalt pavement, brick, uncontaminated soil, or stone for the recovery of recyclables; and

2 (D) A facility that recovers less than twenty-five percent by weight of recyclables
3 from the solid waste received.

4 “Medical waste” means items, other than a culture or stock of an infectious substance, that
5 contain an infectious substance and are generated in:

6 (A) The diagnosis, treatment or immunization of human beings or animals;

7 (B) Research pertaining to the diagnosis, treatment or immunization of human
8 beings or animals; or

9 (C) The production or testing of biological products.

10 The term “medical waste” does not include the following if the items as packaged do not contain any
11 material otherwise subject to the requirements of 49 CFR Part 173, App. G, as amended:

12 (1) Biological products;

13 (2) Diagnostic specimens;

14 (3) Laundry or medical equipment that conforms to 29 CFR 1910.1030 of
15 the regulations of the Occupational Safety and Health Administration of the United States Department
16 of Labor;

17 (4) A material, including waste, that previously contained an infectious
18 substance and has been treated by steam sterilization, chemical disinfection or other appropriate
19 method, so that it no longer poses the hazard of an infectious substance;

20 (5) Any waste material, including garbage, trash and sanitary waste in septic
21 tanks, derived from households, including but not limited to single and multiple residences, hotels and
22 motels;

23 (6) Corpses, remains and anatomical parts that are intended for ceremonial
24 interment or cremations; or

25 (7) Animal waste generated in animal husbandry or food production.

26 “Motel” means a building or group of buildings whose main function is to provide temporary
27 lodging and which does not offer conference rooms, restaurants or similar amenities to its customers
28 in addition to sleeping quarters.

1 “Multiple dwellings” means [apartments and any other collection of two or more residences]
2 any premises on which there are three or more separate residential dwelling units which are grouped
3 together under the management of one person and which do not require separate individual collection
4 of solid waste.

5 “Non-residential customer” means any solid waste disposal service customer of a franchisee
6 except for customers at single-family residences, duplexes or mobile home parks who receive
7 individual curbside collection of solid waste and who do not share containers with other residents.

8 “Overflow” or “overflowing solid waste” means solid waste of non-residential customers that
9 is deposited on the ground outside of a solid waste container (except for any items bundled in
10 accordance with Section 9.08.100(E)), or excess solid waste that has been piled onto a solid waste
11 container that is already full to such an extent that the excess solid waste will spill onto the ground in
12 the emptying process, requiring more than minimal manual cleanup of solid waste from the ground.

13 “Place of business” means any place of business in the City, other than multiple dwellings, to
14 conduct or carry on principally or exclusively any pursuit or occupation for the purpose of gaining a
15 livelihood.

16 “Premises” means [land together with all] a nonresidential or residential lot, including any
17 buildings, improvements, and personal property located thereon.

18 “Public building” means office buildings, clubs, churches, schools, hospitals or other places
19 of similar character.

20 “Putrescible” means capable of being decomposed by microorganisms with sufficient rapidity
21 as to cause nuisances from odors or gases.

22 “Recyclables” or “recyclable materials” has the same meaning as “recyclable material,” as that
23 term is defined in the [Clark County] Southern Nevada Health District’s Regulations Governing
24 Recycling Centers, as amended.

25 “Recycling center” has the same meaning as “recycling center,” as that term is defined in the
26 [Clark County] Southern Nevada Health District’s Regulations Governing Recycling Centers, as
27 amended.

28 “Refuse” means those discarded materials that have no useful physical, chemical or biological

1 properties after serving their original purpose and that cannot be reused or recycled for the same or
2 other purposes.

3 "Residual solid waste" has the same meaning as "residual solid waste," as that term is defined
4 in the [Clark County] Southern Nevada Health District's Regulations Governing Recycling Centers,
5 as amended.

6 "Rubbish" means nonputrescible wastes, other than source-separated recyclables, that have
7 been discarded or abandoned such as paper, cardboard, automobiles, cans, wood, glass, bedding,
8 crockery and similar materials.

9 "Sewage waste" means any solid or semi-solid waste, including biosolids, sludge, screenings
10 and grit, generated from the operation of the City's water pollution control facility.

11 "Single-family residence" means a building or dwelling [wherein not more than one family
12 resides or dwells, and where no business of any kind is conducted,] designed or used for single-family
13 residential occupancy and where no business is conducted (other than a licensed home occupation
14 business), and includes a mobile home, apartment and other unit in a multiple dwelling which receives
15 individual and heavy and bulky item collection.

16 "Solid waste" means all putrescible and nonputrescible materials in solid or semisolid form
17 that have been discarded or abandoned by their owner, including garbage, rubbish, junk vehicles and
18 parts, ashes or incinerator residue, street refuse, dead animals, construction or demolition waste,
19 commercial or industrial waste, medical waste, sewage waste, commingled recyclables and other
20 refuse. The term "solid waste" does not include any of the following:

21 (A) Hazardous waste managed pursuant to NRS 459.400 through 459.600,
22 inclusive.

23 (B) Source-separated recyclables.

24 "Source-separated recyclables" means recyclables that have been separated from the solid
25 waste stream at the source for recycling purposes and that are not mixed with solid waste other than
26 residual solid waste.

27 "Unforeseen economic circumstance" means:

28 (A) A percentage change in the CPI-U for a given [calendar year ending in

December] 12-month period that is greater than ten percent or below zero (a decrease);

(B) An adverse economic occurrence beyond a franchisee's reasonable control; or

(C) [An action by a governmental jurisdiction; or

(D)] A finding by the City Council that there have been economic occurrences during that period that have caused specific additional economic costs for a franchisee which are not reflected in changes to the CPI-U during that same period.

SECTION 2: Title 9, Chapter 8, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.030: Any person collecting, transporting, processing or disposing of solid waste, hazardous waste or recyclables shall do so subject to the ordinances, rules and regulations of the City, the [Clark County] Southern Nevada Health District, the State of Nevada and the Federal Government.

SECTION 3: Title 9, Chapter 8, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.040: (A) It is unlawful for any person to:

[(A)] (1) Throw or deposit, or cause to be thrown or deposited, in any street, alley, gutter or highway within the City, any solid waste, hazardous waste or recyclables.

[(B)] (2) Throw or deposit, or cause to be thrown or deposited, any solid waste, hazardous waste or recyclables upon the private or public property or premises or into the [receptacles] container of another person within the City, except [for the depositing of source-separated recyclables at drop-off centers.] as may be provided for in this Chapter.

[(C)] (3) Place, deposit or accumulate, or cause to be placed, deposited or accumulated, any solid waste, hazardous waste or recyclables in such a manner, or permit the same to remain on his or her premises in such condition so that the same may be blown or carried over to public or other private property by any means whatsoever.

[(D)] (4) Throw or deposit or cause to be thrown or deposited any solid waste, hazardous waste or recyclables in any areas of the City not designated, authorized or licensed by the City for deposit of these materials.

(B) There is hereby created a rebuttable presumption that the disposal of solid

1 waste, hazardous waste or recyclables in violation of this Section was done by the owner of such
2 items.

3 SECTION 4: Title 9, Chapter 8, Section 50, of the Municipal Code of the City of Las
4 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

5 **9.08.050:** It is unlawful for any person, for the purpose of disposal of solid waste, hazardous
6 waste or recyclables by burning, to kindle or maintain any bonfire, or knowingly to furnish the
7 materials for any such fire, or to authorize any such fire to be kindled or maintained in any solid waste,
8 hazardous waste or recyclables [receptacle,] container, or on any street, alley, road, land or other
9 public grounds or upon any private property, within the City, unless a written permit to do so shall first
10 have been secured from the Department of Fire and Rescue; provided, however, that solid waste and
11 infectious waste may be burned in an incinerator duly approved by the Department of Fire and Rescue
12 and the Department of Building and Safety.

13 SECTION 5: Title 9, Chapter 8, Section 60, of the Municipal Code of the City of Las
14 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

15 **9.08.060:** Except in case of an emergency declared by the City Manager under Section 9.08.070,
16 it is unlawful for any person, other than the City, a franchisee or their duly appointed agents to collect
17 or transport any solid waste, or provide curbside recyclables collection service; provided, however,
18 that:

19 (A) Construction or demolition waste may be removed by any duly licensed
20 construction cleanup or demolition contractor and transported to a transfer station[or a], disposal site
21 or materials recovery facility operated in accordance with all applicable laws, rules and regulations.

22 (B) A duly licensed construction cleanup or demolition contractor, or a duly
23 licensed materials recovery facility may, after separating out recyclables, transport the solid waste
24 residue from an authorized materials recovery facility to a transfer station or disposal site operated in
25 accordance with all applicable laws, rules and regulations.

26 [(B)] (C) Any duly licensed and permitted septic tank or grease trap pumpers, lawn
27 maintenance services and tree trimmers may transport those materials accumulated in or generated by
28 the performance of licensed services to a transfer station or a disposal site operated in accordance with

1 all applicable laws, rules and regulations.

2 ~~[(C)]~~ (D) Any person may transport his or her own solid waste to a transfer station or a
3 disposal site operated in accordance with all applicable laws, rules and regulations.

4 ~~[(D)]~~ (E) Any person may transport his or her own source-separated recyclables to
5 recycling centers or drop-off centers.

6 ~~[(E)]~~ (F) Any duly licensed commercial recycler may transport source-separated
7 recyclables in the legitimate course of business.

8 ~~[(F)]~~ (G) A charitable organization qualified as such under the Federal Internal Revenue
9 Code may collect source-separated recyclables from [single-family residences, places of business,
10 multiple dwellings and public buildings] any premises at the express request of the owner, tenant or
11 occupant and may transport those recyclables to drop-off centers or recycling centers.

12 SECTION 6: Title 9, Chapter 8, Section 80, of the Municipal Code of the City of Las
13 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14 **9.08.080:** (A) It is unlawful for any person other than the owner, the City or a franchisee, or
15 their duly appointed agents, to interfere in any manner with any [receptacles] container containing
16 solid waste or recyclables or to remove any such [receptacle] container from the location where placed
17 for [pickup] collection by the owner, the City or a franchisee.

18 (B) It is unlawful for any person, other than the operator of a drop-off center or his
19 or her duly appointed agent, to interfere with or remove any recyclables from a drop-off center.

20 SECTION 7: Title 9, Chapter 8, Section 90, of the Municipal Code of the City of Las
21 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

22 **9.08.090:** It is unlawful to use any cart or vehicle for the transportation or removal of solid waste
23 or recyclables unless such cart or vehicle is appropriately constructed and covered, within industry
24 standards and in accordance with NRS Chapter 484, to prevent or minimize odors from or leakage,
25 sifting, spilling, drifting or blowing of such solid waste or recyclables in or upon the streets through
26 which such cart or vehicle may be driven.

27 SECTION 8: Title 9, Chapter 8, Section 100, of the Municipal Code of the City of
28 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1 **9.08.100:** (A) Every person owning or managing any [place of business, public building,
2 multiple dwelling or single-family residence,] premises, except as otherwise provided in Subsection
3 (E) of this Section, shall provide [a receptacle] one or more containers sufficient for the depositing of
4 all solid waste from the premises. A solid waste franchisee may rent solid waste [receptacles]
5 containers to its customers pursuant to the rates specified in this Chapter, but the responsibility for
6 placement of such rented [receptacles] containers remains with the person owning or managing the
7 [place of business, public building, multiple dwelling or single-family residence.] premises.

8 (B) A franchisee shall provide to its curbside recyclables collection customers, upon
9 request and at no additional cost to such customers, appropriate [receptacles] containers for the storage
10 and collection of recyclables.

11 (C) On any single-family or duplex residential [lot,] premises, it is unlawful to
12 place, keep, store or locate any solid waste or recyclables [receptacle] container within the
13 right-of-way of a street, sidewalk or alley, or within any front yard as defined in the zoning regulations
14 of the City; provided, however, that such [receptacles] containers may be placed within such area,
15 except for traffic lanes, for the purpose of the collection of solid waste and recyclables [from midnight
16 to midnight on the day designated for the pickup thereof and for a period not to exceed ten hours prior
17 to midnight of the day of pickup.] no earlier than two p.m. on the day prior to the designated collection
18 day, and that such containers must be removed from the right-of-way no later than midnight of the
19 collection day.

20 (D) On any [multi-family,] multiple dwellings, commercial or industrial [lot,]
21 premises, it is unlawful to place, keep, store or locate any [dumpster or other] solid waste or
22 recyclables [receptacle] container within the right-of-way of a street, sidewalk or alley. [Dumpsters]
23 Containers shall be stored within an enclosure if an enclosure was required in connection with
24 development approval or is otherwise provided on the [lot.] premises. The construction of [dumpster]
25 container enclosures is encouraged, if such construction was not required in accordance with a
26 development approval. To the extent reasonably possible, development plans and approvals
27 concerning the construction of [dumpster] container enclosures shall be coordinated with the solid
28 waste franchisee.

1 (E) Places of business whose rubbish consists principally of boxes, cartons and
2 other items of such bulk that the placing of the same in a [receptacle] container would be
3 impracticable may provide for such [rubbish] solid waste to be piled on the premises of such place of
4 business adjacent to a street or alley, provided such boxes or cartons shall be flattened and tied in
5 bundles. The monthly rate to be charged such places of business for collecting, transporting and
6 disposing of such rubbish shall be computed in accordance with the rates set forth in Section 9.08.160
7 and based upon the bulk of such piles.

8 (F) A franchisee shall not be required to pick up solid waste or recyclables from
9 any location that the franchisee, subject to the City's approval, determines is not safe to access with
10 its disposal vehicles due to space limitations restricting vehicle access or maneuverability, including
11 maneuvers requiring the unsafe backing up of vehicles.

12 [(F)] (G) The provisions of this Section may be enforced by the City's Department of
13 Neighborhood Services, as well as the Las Vegas Metropolitan Police Department.

14 SECTION 9: Title 9, Chapter 8, Section 110, of the Municipal Code of the City of
15 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16 **9.08.110:** (A) [Each receptacle which is not] At any residence that receives individual
17 curbside collection service, each container which cannot be emptied by mechanical or hydraulic
18 equipment shall have a capacity of not less than three nor more than [thirty-three] ~~thirty-six~~ gallons
19 and shall weigh no more than fifty pounds, including the contents thereof. [Multiple dwellings, places
20 of business and public buildings] Each residence with individual curbside collection service shall also
21 be permitted to use the types and sizes of [receptacles] containers listed in Section 9.08.160, Table A.

22 (B) [Solid waste receptacles] Except for manual type drop-box containers listed in
23 Section 9.08.160, Table C, all solid waste containers shall be constructed watertight and shall be
24 provided with handles and tight-fitting covers. Each such [receptacle] container and cover shall be
25 made of a material approved for such use by the City. Covers shall not be removed except when
26 necessary to place solid waste therein. Each [receptacle] container and its cover shall be kept clean
27 from accumulating grease and decomposing material.

28 (C) It is unlawful for a non-residential customer to place out for collection a

1 container which has overflowing solid waste.

2 (D) Any non-residential customer who places a container out for collection with
3 solid waste overflowing from the container shall be subject to an overflow charge pursuant to Section
4 9.08.185.

5 SECTION 10: Title 9, Chapter 8, Section 120, of the Municipal Code of the City of
6 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7 **9.08.120:** (A) No person other than the owner, the City or a franchisee, or their agents may:

8 (1) Remove any solid waste or recyclables from the solid waste
9 [receptacles] containers or recyclables [receptacles] containers that are intended for [pickup] collection
10 by a franchisee as part of its solid waste collection and curbside recyclables collection programs;

11 (2) Remove recyclables that have been tied, boxed, bundled or otherwise
12 collected and placed for [pickup] collection by a franchisee as part of its curbside recyclables
13 collection program; or

14 (3) Tamper with, engage in, interfere with or participate in curbside
15 recyclables collection.

16 (B) No person other than an owner or operator of a drop-off center, or their
17 authorized agents, may remove recyclables from the drop-off center or recyclables that have been
18 bundled, boxed, tied or otherwise collected and placed adjacent to the drop-off center.

19 SECTION 11: Title 9, Chapter 8, Section 130, of the Municipal Code of the City of
20 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

21 **9.08.130:** (A) All solid waste shall be placed in a [receptacle;] container; provided, however,
22 that:

23 (1) Places of business may place rubbish on their premises pursuant to
24 Section 9.08.100(E); and

25 (2) Tree trimmings, scrap lumber and other solid waste capable of being
26 bundled in accordance with Subsection (B) of this Section may be bundled if securely tied and placed
27 next to a [receptacle.] container.

28 (B) Items bundled pursuant to this Section shall not exceed six feet in length nor

1 weigh more than [seventy-five] fifty pounds.

2 [(C) Receptacles which are not emptied by mechanical or hydraulic equipment shall
3 not weigh more than seventy-five pounds, including their contents.]

4 SECTION 12: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas,
5 Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section
6 9.08.135, reading as follows:

7 **9.08.135:** (A) Every non-residential customer shall provide cubic-yard or 96-gallon mobile
8 containers for the solid waste generated from the customer's premises in accordance with the
9 minimum containers requirements set forth in this Section.

10 (B) For multiple dwellings with three dwelling units, the premises must have cubic-
11 yard container service of at least a one cubic-yard container serviced twice per week, irrespective of
12 occupancy or vacancy of any dwelling units;

13 (C) For multiple dwellings with four, five or six dwelling units, the premises must
14 have cubic-yard container service equivalent to at least a two cubic-yard container serviced twice per
15 week, irrespective of occupancy or vacancy of any dwelling units;

16 (D) For multiple dwellings with seven or more dwelling units, the premises must
17 have cubic-yard container service equivalent to at least the greater of the following:

18 (1) A three cubic-yard container serviced twice per week, irrespective of
19 occupancy or vacancy of any dwelling units; or

20 (2) One-fourth of a one cubic-yard container per dwelling unit per week,
21 irrespective of occupancy or vacancy of any dwelling units.

22 (E) For mobile home parks that do not have individual service at each mobile home
23 space, the premises must have cubic-yard container service equivalent to at least one-fourth of a one
24 cubic-yard container per mobile home space per week, irrespective of occupancy or vacancy of any
25 mobile home spaces.

26 (F) For motels with at least fifty percent of the total units having cooking facilities,
27 the premises must have cubic-yard container service equivalent to at least one-fifth of a one cubic-yard
28 container per unit per week, irrespective of occupancy or vacancy of any units; or

1 (G) For motels with less than fifty percent of the total units having cooking
2 facilities, the premises must have cubic-yard container service equivalent to at least one-tenth of a one
3 cubic-yard container per unit per week, irrespective of occupancy or vacancy of any units.

4 (H) For each place of business or public building that does not require more than
5 two 96-gallon mobile containers to contain the solid waste generated from the premises, subject to
6 bundling of rubbish in accordance with Section 9.08.100(E), the premises must have at least one but
7 not more than two 96-gallon mobile containers.

8 (I) For each place of business or public building that requires more than two 96-
9 gallon containers to contain the solid waste generated from the premises, subject to the bundling of
10 rubbish in accordance with Section 9.08.100(E), the premises must have cubic-yard container service
11 sufficient to contain such solid waste.

12 (J) The container requirements in this Section are intended to be only minimum
13 requirements for non-residential customers. Compliance with such requirements does not constitute
14 compliance with a customer's obligation to provide sufficient container capacity pursuant to Section
15 9.08.100 if the solid waste generated from the premises requires solid waste service that exceeds the
16 requirements in this Section.

17 SECTION 13: Title 9, Chapter 8, Section 140, of the Municipal Code of the City of
18 Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

19 SECTION 14: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas,
20 Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section
21 9.08.140, reading as follows:

22 **9.08.140:** (A) The charges for collecting, transporting and disposing of solid waste and for
23 collecting and transporting recyclables from single-family residences, duplexes and multiple dwellings
24 shall be determined in accordance with the following table:

25 ...

26 ...

27 ...

28 ...

Category	Collection Level	Monthly Charge*
Single-family Residence	Solid waste - twice/week; Recycling - every other week	\$11.82
Duplex	Solid waste - twice/week; Recycling - every other week	\$11.82 per unit
Multiple Dwellings (irrespective of occupancy or vacancy of any units)	Solid waste - 2 times/week	\$8.80 - 1st unit; \$6.15 - each additional unit
	Solid waste - 3 times/week	\$13.20 - 1st unit; \$9.23 - each additional unit
	Solid waste - 4 times/week	\$16.13 - 1st unit; \$11.27 - each additional unit
	Solid waste - 5 times/week	\$19.07 - 1st unit; \$13.33 - each additional unit
	Solid waste - 6 times/week	\$22.00 - 1st unit; \$15.39 - each additional unit
	Solid waste - 7 times/week	\$24.93 - 1st unit; \$17.45 - each additional unit

* subject to applicable CPI-U adjustments made pursuant to this Chapter.

(B) All charges for single-family residences, duplexes and multiple dwellings pursuant to this Section shall be billed quarterly in advance.

SECTION 15: Title 9, Chapter 8, Section 150, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 16: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding a new section, designated as Section 9.08.150, reading as follows:

9.08.150: (A) For mobile home parks that do not receive individual service at each mobile home and for motels, the charges for collecting, transporting and disposing of solid waste shall be determined in accordance with the following table:

Category	Collection Level (solid waste only)	Monthly Charge*
Motels and mobile home parks (irrespective of occupancy or vacancy of any units)	2 times/week	\$8.80 - each office; \$5.28 - each cooking unit; \$4.24 - each unit without cooking facilities
	3 times/week	\$13.20 - each office; \$7.92 - each cooking unit; \$6.36 - each unit without cooking facilities
	4 times/week	\$16.13 - each office; \$9.68 - each cooking unit \$7.77 - each unit without cooking facilities
	5 times/week	\$19.07 - each office; \$11.44 - each cooking unit \$9.19 - each unit without cooking facilities
	6 times/week	\$22.00 - each office; \$13.20 - each cooking unit; \$10.60 - each unit without cooking facilities
	7 times/week	\$24.93 - each office; \$14.96 - each cooking unit; \$12.00 - each unit without cooking facilities

1 *subject to applicable CPI-U adjustments made pursuant to this Chapter.

2 (B) For mobile home parks that receive individual service at each mobile home,
3 which shall include the same heavy and bulky item pickup as that provided to single-family
4 residences, the charges for collecting, transporting and disposing of solid waste and curbside
5 recyclables collection services shall be the same as for single-family residences as set forth in Section
6 9.08.140.

7 (C) All charges for mobile home parks and motels shall be billed quarterly in
8 advance.

9 SECTION 17: Title 9, Chapter 8, Section 160, of the Municipal Code of the City of
10 Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

11 SECTION 18: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas,
12 Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section
13 9.08.160, reading as follows:

14 **9.08.160:** (A) For places of business and public buildings, the charge for collecting,
15 transporting and disposing of solid waste shall be determined by the number and type of containers
16 required by each such place of business or public building and by the number of collections from each
17 per week in accordance with Tables A, B and C that are included within this Section. The charge for
18 collecting, transporting and disposing of compacted solid waste from containers other than
19 compaction-type drop boxes shall be three times the otherwise applicable charge.

20 (B) All monthly charges set forth in Tables A, B and C that are included within this
21 Section shall be billed as follows:

- 22 (1) Table A shall be billed quarterly in advance.
23 (2) Table B shall be billed monthly in advance.
24 (3) Table C shall be billed monthly in arrears.

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Section 9.08.160 Table A
Monthly Collection Charges*
Places of Business and Public Buildings

Number & Type of Containers	1 Collection Per Week	2 Collections Per Week	3 Collections Per Week	4 Collections Per Week	5 Collections Per Week	6 Collections Per Week	7 Collections Per Week
96-Gallon Mobile Container							
First container	\$7.92	\$15.83	\$23.75	\$36.56	\$50.14	\$65.89	\$79.01
Each additional container	\$7.92	\$15.83	\$23.75	\$36.56	\$50.14	\$26.31	\$31.66
One Cubic-Yard Container							
First container	\$39.51	\$79.01	\$118.52	\$131.59	\$148.55	\$171.12	\$205.61
Each additional container	\$39.51	\$79.01	\$118.52	\$131.59	\$148.55	\$131.56	\$158.28
Two Cubic-Yard Container							
First container	\$79.15	\$158.28	\$237.42	\$250.68	\$271.73	\$302.69	\$363.87
Each additional container	\$79.15	\$158.28	\$237.42	\$250.68	\$271.73	\$263.11	\$316.55
Three Cubic-Yard Container							
First container	\$118.71	\$237.41	\$356.13	\$369.63	\$394.82	\$434.24	\$522.17
Each additional container	\$118.71	\$237.41	\$356.13	\$369.63	\$394.82	\$394.67	\$474.82
Four Cubic-Yard Container							
First container	\$158.28	\$316.55	\$474.83	\$488.59	\$517.92	\$565.80	\$680.41
Each additional container	\$158.28	\$316.55	\$474.83	\$488.59	\$517.92	\$526.19	\$633.12
Six Cubic-Yard Container							
First container	\$237.41	\$474.82	\$712.23	\$726.49	\$764.11	\$829.90	\$996.98
Each additional container	\$237.41	\$474.82	\$712.23	\$726.49	\$764.11	\$787.44	\$947.14
Eight Cubic-Yard Container							
First container	\$316.55	\$633.11	\$949.65	\$964.41	\$1,010.31	\$1,092.01	\$1,313.52
Each additional container	\$316.55	\$633.11	\$949.65	\$964.41	\$1,010.31	\$1,059.25	\$1,274.12

*subject to applicable CPI-U adjustments made pursuant to this Chapter.

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Section 9.08.160 Table (B)
Solid Waste Compaction-Type Drop Box Collection Charges*

Monthly Charges

Compactor Size	1 collection per week	2 collections per week	3 collections per week	4 collections per week	5 collections per week	6 collections per week	7 collections per week
10 cubic-yard container	\$1,756.06	\$2,347.56	\$3,216.32	\$3,493.39	\$3,770.48	\$4,047.56	\$5,912.89
17 cubic-yard container	\$2,172.63	\$2,868.06	\$4,042.42	\$4,441.49	\$4,840.53	\$5,239.61	\$6,976.12
26 cubic-yard container	\$2,434.93	\$3,392.67	\$4,829.31	\$5,228.36	\$5,627.42	\$6,026.48	\$7,894.24
36 cubic-yard container	\$2,873.22	\$3,831.02	\$5,267.51	\$5,722.61	\$6,177.69	\$6,632.87	\$8,500.66

Compactor Size	8 collections per week	9 collections per week	10 collections per week	11 collections per week	12 collections per week	13 collections per week	14 collections per week
10 cubic-yard container	\$7,671.94	\$8,263.47	\$9,132.25	\$9,409.31	\$9,686.36	\$9,963.45	\$11,831.79
17 cubic-yard container	\$9,148.73	\$9,844.76	\$11,018.54	\$11,417.60	\$11,816.67	\$12,215.74	\$13,952.24
26 cubic-yard container	\$10,329.15	\$11,286.91	\$12,723.56	\$13,122.61	\$13,521.69	\$13,920.72	\$15,788.49
36 cubic-yard container	\$11,373.89	\$12,331.70	\$13,768.19	\$14,223.27	\$14,678.38	\$15,133.54	\$17,001.32

Per Collection Charges (with regular service)	Regular	Sunday/Holiday
Special collection 0-49 cubic yards	\$431.01	\$646.52
Special collection 50-74 cubic yards	\$828.83	\$1,243.24
Special collection 75 cubic yards	\$1,351.92	\$2,027.88
Per Collection Charges (without regular service)		
On-call collection 0-49 cubic yards	\$672.80	\$1,009.20

*subject to applicable CPI-U adjustments made pursuant to this Chapter.

Section 9.08.160 Table (C)
Solid Waste Manual-Type Drop Box Collection Charges*

On-Call Charges (with or without regular service)	<u>Regular</u>	<u>Sunday/Holiday</u>
10 cubic-yard container	\$83.00	\$124.50
20 cubic-yard container	\$166.00	\$249.00
28 cubic-yard container	\$232.40	\$348.60
35 cubic-yard container	\$290.50	\$435.75
50 cubic-yard container	\$415.00	\$622.50

All on-call charges are subject to additional charges of \$18.53 demurrage per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

Monthly Charges

All other charges shall be calculated as follows:

(Base Charge x number of yards of capacity x number of collections per week x 52 weeks per year, divided by 12 months per year) + Demurrage = total monthly charge, where:

“Base Charge” for Monday - Saturday collections = \$8.30 per cubic yard.

“Base Charge” for Sunday collections = \$12.45 per cubic yard.

“Demurrage” = \$18.53 per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

*subject to applicable CPI-U adjustments made pursuant to this Chapter.

SECTION 19: Title 9, Chapter 8, Section 170, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.170: The charges for container rentals for [single-family residences, multiple dwellings, places of business and public buildings] any premises, which shall be billed quarterly in advance, shall be as follows:

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Container Size	Monthly Charge*
1 <u>Cubic-Yard Container</u>	[\$14.34] <u>\$15.22</u>
2 <u>Cubic-Yard Container</u>	[\$17.20] <u>\$18.26</u>
3 <u>Cubic-Yard Container</u>	[\$20.08] <u>\$21.31</u>
4 <u>Cubic-Yard Container</u>	[\$22.37] <u>\$23.75</u>
5 6 <u>Cubic-Yard Container</u>	[\$28.67] <u>\$30.43</u>
6 8 <u>Cubic-Yard Container</u>	[\$31.54] <u>\$33.48</u>
	[Quarterly Charge*]
Up to 96-gallon Mobile [Cart] <u>Container</u>	[\$10.32] <u>\$3.65</u>

*subject to applicable CPI-U adjustments made pursuant to this Chapter.

SECTION 20: Title 9, Chapter 8, Section 180, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.180: The charges for special one-time collections for [single-family residences, multiple dwellings, places of business and public buildings] any premises, which may be billed at the time of service as on-call services, shall be as follows:

<u>Container Size [of Receptacle]</u>	<u>One Time Charge*</u>
1 <u>Cubic-Yard Container</u>	[\$28.02] <u>\$29.75</u>
2 <u>Cubic-Yard Container</u>	[\$37.36] <u>\$39.65</u>
3 <u>Cubic-Yard Container</u>	[\$46.70] <u>\$49.57</u>
4 <u>Cubic-Yard Container</u>	[\$56.02] <u>\$59.46</u>
6 <u>Cubic-Yard Container</u>	[\$65.37] <u>\$69.39</u>
8 <u>Cubic-Yard Container</u>	[\$74.71] <u>\$79.30</u>

*subject to applicable CPI-U adjustments made pursuant to this Chapter.

SECTION 21: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 9.08.185, reading as follows:

9.08.185: (A) Any non-residential customer whose solid waste container or containers have overflowing solid waste prior to being emptied on a collection day shall be subject to an overflow charge as provided in this Section.

1 (B) No overflow charges may be assessed unless:

2 (1) Written notice of an overflow, delivered by regular U. S. mail, e-mail
3 or facsimile (fax) or personal delivery, has been provided to the owner or manager of the premises,
4 and a subsequent overflow occurs at the premises within 90 days after:

5 (a) Such notice has been given; or

6 (b) The last overflow charge has been assessed at the premises; and

7 (2) There is significant overflow from a container, as defined in this Chapter
8 and as evidenced by a photograph; and

9 (3) The overflow has actually been collected by the City or its franchisee.

10 (C) No overflow charge may be assessed for an overflow that is caused by a prior
11 collection being missed or being performed improperly, or by containers being repositioned by a
12 franchisee after collection such that a container is inaccessible to tenants of the premises, resulting in
13 overuse of and overflow occurring in another container.

14 (D) No overflow charge may be assessed for an overflow that is caused because the
15 time of day of collection was more than four hours later than the time of day when the last regularly
16 scheduled collection occurred.

17 (E) Overflow charges assessed pursuant to this Section may be waived by the City
18 Manager, or his or her designee, or by a franchisee if it is determined that the owner or manager of the
19 premises has taken reasonable steps to avoid future overflows, including but not limited to increasing
20 the container capacity or collection frequency, installing locks on the lids of containers or on access
21 gates to curtail illegal dumping by third parties, or other property-management measures designed to
22 avoid overflows.

23 (F) The charge for any overflow for any non-residential customer, which may be
24 billed at the time of service as an on-call service, shall be \$30.00, subject to applicable CPI-U
25 adjustments made pursuant to this Chapter.

26 SECTION 22: Title 9, Chapter 8, Section 190, of the Municipal Code of Las Vegas,
27 Nevada, 1983 Edition, is hereby repealed in its entirety.

28 SECTION 23: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas,

Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 9.08.190, reading as follows:

9.08.190: The charges for preparation, collection, transportation and disposal of medical waste, and the charges for the optional purchase and rental of medical waste containers shall be determined in accordance with Tables A, B and C that are included within this Section. All charges for medical waste service, except for on-call service which may be billed at the time of service, shall be billed monthly in advance.

Section 9.08.190 Table (A)
Basic Service Charges*

(MONDAY - FRIDAY; IF NO SERVICE IS REQUIRED, FRANCHISEE MUST BE NOTIFIED BY 2:00 P.M. ON DAY BEFORE SCHEDULED SERVICE, OR MINIMUM SERVICE CHARGE WILL APPLY)					
		Price Per Item		Minimum Charge Per Service Call	
Item	Size & Volume	Delivered	Picked Up	Prescheduled Once/Month or Greater Frequency	On-Call/Special Collection
Bio-Hazardous Accumulation Containers	Medium 10-14 Gallons	\$4.78	\$4.78	\$27.26 (If total for containers delivered and collected is less than \$27.26, then \$27.26 will be charged)	\$61.35 (If total for containers delivered and collected is less than \$61.35, then \$61.35 will be charged)
	Large 27-32 Gallons	\$6.82	\$6.82		
	X-Large 48-50 Gallons	\$10.23	\$10.23		

*subject to applicable CPI-U adjustments made pursuant to this Chapter.

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Section 9.08.190 Table (B)
Additional Service Charges*

Charges for prescheduled once/month or greater frequency service:			
Type	Size Code	Container	Disposal Price
Chemotherapy Waste Disposal	Large	33 Gallon	\$33.65
	Extra Large	55 Gallon	\$59.71
Pharmaceutical (non-controlled substance) Disposal	Extra Small	5 Gallon	\$43.42
	Small	10 Gallon	\$78.70
	Medium	20 Gallon	\$157.40
	Large	30 Gallon	\$236.12
	Extra Large	55 Gallon	\$393.53
Charges for on-call / special collections or special services:			
Item			Charge
Special collections (after 5:00 p.m., same day requests, holidays, weekends or greater than 20 polyurethane containers per collection)			\$65.14 Per Hour
Special services (account balancing, reconciliation, usage reports, certificates)			\$65.14 Per Hour
Preparation of waste to make suitable for transportation			\$27.14 Per Container
Collection delay			\$1.09 Per minute after 10 minutes; minimum charge of \$10.90
Over weight charge (Over 50 lbs)			\$43.42 Per Container

*subject to applicable CPI-U adjustments made pursuant to this Chapter.

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Section 9.08.190 Table C
Purchase or Rental Items*

ALL ITEMS OPTIONAL, IF OFFERED AT FRANCHISEE'S DISCRETION				
Item	Size	Volume	Dimensions	Price
Sharp Containers	Small	1 Quart	4" x 4" x 6"	\$5.43 plus tax
	Medium	5 Quarts	4" x 10" x 9"	\$8.68 plus tax
	Large	8 Quarts	6" x 9" x 10"	\$10.86 plus tax
	Extra Large	32 Quarts	9" x 13" x 17"	\$21.71 plus tax
Red Bio-Hazard Bags	Small (500 bags per case)	8-10 Gallons	24" x 32" (8-10 gallons)	\$75.99 plus tax
	Large/Extra Large (25 bags per roll)	50 Gallons	43" x 48" (50 gallons)	\$13.03 plus tax
Locker Rental	Small	5 Cubic yards	7-1/2' x 5-1/2' x 3-1/2'	\$65.14 per month (includes transportation)
	Large	30 Cubic yards	20' x 8' x 8'	\$151.98 per month (includes transportation)
Roll-Off Box Rental	Extra Large	40 Cubic yards		\$358.25 per month
Trailer Rental (Special collection charge of \$65.14 per hour does not apply to customers with trailer service, unless after hours or holiday collections are requested)		30 feet long or less		\$519.53 per month
		48 feet long or less		\$692.71 per month
		53 feet long or less		\$779.30 per month

* subject to applicable CPI-U adjustments made pursuant to this Chapter.

SECTION 24: Title 9, Chapter 8, Section 200, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.200: The charge for sewage-waste service shall be [\$15.78] sixteen dollars and seventy-five cents per wet ton of sewage waste, subject to applicable CPI-U adjustments made pursuant to this Chapter. Additional terms and conditions for collection, transportation and disposal of sewage waste shall be specified in a separate sewage-waste service agreement between the City and its franchisee.

If any jurisdiction other than the City imposes any franchise fee on a franchisee based upon its cash receipts or gross revenues from sewage-waste services provided by the franchisee, the franchisee shall be solely responsible for such franchise fees and shall not pass such franchise fees through to the City.

SECTION 25: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section

1 9.08.205, reading as follows:

2 **9.08.205:** The charges specified in this Chapter for collecting, transporting and disposing of solid
3 waste shall not apply to construction or demolition waste, septic-tank waste, grease-trap waste, or
4 landscaping or tree-trimming waste handled in accordance with Section 9.08.060. A franchisee or
5 other licensed service provider may set its own charges for the collection, transportation and disposal
6 of such solid waste.

7 SECTION 26: Title 9, Chapter 8, Section 210, of the Municipal Code of the City of
8 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9 **9.08.210:** (A) To ensure the uniform, safe and sanitary treatment of solid waste in the City and
10 to discourage the illegal handling and disposal of solid waste, it shall be mandatory for any person
11 owning, occupying or managing any premises in the City which are connected to water service to
12 subscribe to solid waste collection service provided by the City or its authorized franchisee and to pay
13 the charges specified in this Chapter. No person may discontinue paying for solid waste collection
14 service for his or her premises, unless such premises are not connected to water service for the entire
15 billing period.

16 (B) In order to discontinue paying for solid waste collection service pursuant to
17 Subsection (A) of this Section, a person must request discontinuation of service and provide proof that
18 no water service to the premises is provided. [Such request is subject to an administrative fee of
19 fifteen dollars for the costs of processing the request.] No fee may be charged to discontinue
20 service or to reestablish service to the premises after service has been discontinued pursuant to this
21 Subsection (B).

22 (C) All charges for regular or periodic services provided by the City, its franchisees,
23 or their duly appointed agents, pursuant to this Chapter shall be billed [in advance] on the first
24 business day of the quarterly or monthly billing period, as applicable[. Bills will be due and payable
25 on the fifteenth day after the applicable billing date.], and shall be due and payable on the last day of
26 the billing month; provided, however, that charges for on-call service may be billed at the time of
27 service. All charges for services under this Chapter, including the penalties for delinquent payment,
28 shall constitute a debt and obligation of the legal owner [and the person having the management] of

1 the [places of business, public buildings, multiple dwellings and residences] premises to the City or
2 its franchisee, and such [persons] person shall be liable therefor in a civil action commenced by the
3 City or its franchisee in any court of competent jurisdiction for the recovery of such charges and
4 penalties.

5 (D) If any person fails to pay the charges authorized by this Chapter by the date they
6 become due and payable, a penalty shall be added thereto of three dollars per quarter (or fraction
7 thereof) for residential accounts and two percent per month (or fraction thereof) of the delinquent
8 amount for commercial accounts.

9 [(D)] (E) A customer shall be entitled to a refund of any advance payment for service he
10 or she has made[, minus any administrative fee paid pursuant to Subsection (B) of this Section,] upon
11 presenting proof that a connection to water service did not exist at the customer's premises during the
12 entire billing period for which the advance payment was made. All refunds from a franchisee to a
13 customer shall be paid within thirty days from the date of the customer's request for reimbursement
14 or date of franchisee's knowledge that a refund is owed.

15 [(E)] (F) No person shall accept and no franchisee shall offer or give any solid waste
16 collection, transportation and disposal services or curbside recyclables collection services without
17 charge, or shall offer or give a discount, refund or rebate of any charge authorized by this Chapter,
18 except that this provision does not apply to any credits or refunds issued pursuant to Section 9.08.340,
19 charitable organizations which are exempt from federal income tax pursuant to Section 501(c) of the
20 Internal Revenue Code or as further provided by franchise agreement.

21 [(F)] If any person fails to pay the charges authorized by this Chapter within fifteen
22 days after they become due and payable, such charge shall be considered delinquent and a penalty of
23 two percent per month (or fraction thereof) of the delinquent amount shall be added thereto.]

24 SECTION 27: Title 9, Chapter 8, Section 230, of the Municipal Code of the City of
25 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

26 **9.08.230:** All solid waste collection charges [or fees] authorized and established by this Chapter,
27 including any penalties assessed under Section 9.08.210, shall constitute a lien upon the real property
28 of the premises served until such charges [and fees] have been paid. Such lien shall be enforced in

1 the [following manner:] manner specified in NRS 444.520.

2 [(A) A lien shall not be recorded against any property until the record owner of the
3 property has been mailed written notice of the delinquency at his or her last address shown by the
4 records of the County Assessor, and such delinquency has not been cured within fifteen days after the
5 mailing of the notice.

6 (B) The provider of solid waste collection may record in the office of the County
7 Recorder, no later than four hundred days following the date on which such charges or fees become
8 delinquent, a notice of solid waste service lien in favor of the person claiming the lien and signed by
9 an authorized representative of the person claiming the lien. The notice of solid waste lien shall
10 contain the amount of the charges or fees due, the periods for which such charges or fees are due, the
11 name of the record owner(s) of the property, and a legal description of the property.

12 (C) The provider of solid waste collection may bring an action for foreclosure
13 against such property in the same manner as an action for foreclosure of any other lien, commenced
14 within two years after the date of recording the notice of solid waste lien.]

15 SECTION 28: Title 9, Chapter 8, Section 240, of the Municipal Code of the City of
16 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

17 **9.08.240:** (A) The [rates and] charges established pursuant to this Chapter shall be adjusted
18 annually based upon the percentage of change in the CPI-U.

19 (B) [Rate changes] Changes in charges shall be made effective as of July 1, each
20 year, and shall be based upon the percentage change in the CPI-U for the twelve-month period of the
21 preceding calendar year.

22 (C) Annual increases to [rates and] charges adjusted in accordance with the
23 percentage change in the CPI-U shall not be greater than six and one-half percent when the percentage
24 change in CPI-U is within the range of zero (no change) to ten percent and shall be done in the
25 following manner:

26 (1) When the percentage change in the CPI-U is between zero and six and
27 one-half percent, the charges are to be adjusted by the actual percentage change; and

28 (2) When the percentage change is between six and one-half percent and

1 ten percent, the [rates and] charges adjustment shall not be greater than six and one-half percent.

2 (D) When an unforeseen economic circumstance has occurred during the preceding
3 calendar year, the City Council may consider and may approve a method for adjusting [rates] charges
4 which is not based on changes to the CPI-U. In any year following a period when the adjustment to
5 [rates] charges was based on some other method, [rate] charge adjustments shall again be based on
6 changes in the CPI-U.

7 (E) A minimum of one annual [rate] charge adjustment based on the CPI-U method
8 must occur between annual [rate] charge adjustments based on methods other than the CPI-U method.

9 SECTION 29: Title 9, Chapter 8, Section 250, of the Municipal Code of the City of
10 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11 **9.08.250:** (A) Every franchisee shall pay a quarterly franchise fee, in the amount specified in
12 the franchise agreement, based on its cash receipts derived from the collection of solid waste and
13 curbside recyclables collection for the preceding calendar quarter. All franchise fees shall be due no
14 later than thirty days after the end of each calendar quarter.

15 (B) [All rates that a franchisee charges its customers] All charges to customers for
16 the collection of solid waste and curbside recyclables collection pursuant to this Chapter and the
17 franchise agreement shall be deemed to include the franchise fee which the franchisee pays to the City.
18 The franchisee may pass such fees through to its customers only as a part of the general service [rates]
19 charges charged to its customers, not as a separate charge that is additional to the general service
20 [rates] charges.

21 (C) If a franchise fee is received by the City after the due date, a late fee of two
22 percent per month (or fraction thereof) of the delinquent amount will be assessed to the franchisee.

23 SECTION 30: Title 9, Chapter 8, Section 260, of the Municipal Code of the City of
24 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

25 **9.08.260:** All solid waste and hazardous waste collected from the public and private places and
26 premises in the City shall not be deposited at any place other than at a transfer station, disposal site
27 or materials recovery facility operated in accordance with all applicable laws, rules and regulations.

28 SECTION 31: Title 9, Chapter 8, Section 270, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.270: (A) Any person may dispose of solid waste at any disposal site operated in accordance with all applicable laws, rules and regulations.

(B) Any [single-family resident of the City] person in the City who receives individual service at a single-family residence, duplex or mobile home park and who is a current customer of a franchisee may dispose of the solid waste generated at his or her [own single-family dwelling] residential premises at any authorized disposal site owned or operated by the franchisee within the "urban solid waste service area" in Clark County, without charge, upon presentation of a current quarterly bill for residential service from the franchisee and a valid[,] government-issued photo identification[.], such as a current Nevada driver's license, and in accordance with such other rules and regulations as the County may adopt.

SECTION 32: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 9.08.295, reading as follows:

9.08.295: Notwithstanding any provision in this Chapter to the contrary, the City Manager, a franchisee and specific property owners in designated control areas may agree upon alternative collection schedules for specified test periods for the purpose of testing recycling options.

SECTION 33: Title 9, Chapter 8, Section 320, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.320: The following customer service standards shall apply to each franchisee:

(A) The franchisee shall be required to implement a complaint resolution procedure to handle all complaints received by either the City or the franchisee. The complaint resolution procedure shall include the following:

(1) The franchisee shall be required to record all complaints and if possible resolve them within forty-eight hours of their receipt.

(2) If the franchisee cannot resolve a complaint within forty-eight hours of its receipt, the franchisee shall within that period, provide the City with a written report detailing why resolution could not be reached within that period, the actions that will be taken to resolve the

1 complaint and the timeline to reach a resolution of the complaint.

2 (B) If the City is not satisfied with the franchisee's proposed resolution of a
3 complaint, the Director of Finance and Business Services, or his or her designee, shall have the
4 authority to direct the franchisee to resolve the complaint in a manner that is satisfactory to the City.

5 (C) [No later than thirty days after the end of each month,] Upon request, the
6 franchisee shall provide the City with a written monthly report, in a form satisfactory to the City,
7 summarizing the complaints received by the franchisee and the resolutions thereof for the preceding
8 month.

9 SECTION 34: Title 9, Chapter 8, Section 330, of the Municipal Code of the City of
10 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11 **9.08.330:** (A) Customer service telephone operators of a franchisee shall be trained to screen
12 requests and assist in solving problems and shall identify themselves by at least their first names
13 immediately upon initial contact with a customer.

14 (B) A customer shall be transferred to a supervisor upon request or, if none is
15 available, receive a return call from a supervisor within one working day of the request.

16 (C) Unless otherwise agreed to by the City, customer service operators of a
17 franchisee shall be available to answer telephone calls from customers during normal business hours,
18 which shall be from at least eight a.m. to six p.m. each Monday through Friday and for at least four
19 hours each Saturday, except for any Monday through Saturday that falls on any of the following
20 holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.
21 When customer service operators are not available to answer telephone calls from customers, the
22 franchisee shall employ an answering machine or service capable of receiving and recording calls from
23 customers. Calls received by such answering machine or service shall be returned on the next business
24 day.

25 [(A)] (D) Each franchisee shall at all times maintain a telephone answering system that
26 measures the:

27 (1) Average wait time from the time that customer calls reach the franchisee
28 to the time that such calls are answered by a person (not a machine);

1 (2) Number of calls that reach the franchisee but are dropped before a
2 representative of the franchisee answers such calls; and

3 (3) Percentage of time during which all of the franchisee's customer service
4 telephone lines are busy.

5 [(B)] (E) [No later than thirty days after the end of each month, the] Upon request, a
6 franchisee shall provide the City with a written monthly report regarding its telephone answering
7 system, in a form satisfactory to the City, summarizing the average wait time, the number of dropped
8 calls and the percentage of time during which all lines were busy during the preceding month.

9 [(C)] (F) [The franchisee shall establish, after consultation with the City, reasonable
10 minimum standards for its telephone answering system for the average wait times, number of dropped
11 calls and percentage of time during which all lines are busy.] During normal business hours as
12 specified in Subsection (C) of this Section, a franchisee shall meet the following minimum standards
13 for its telephone answering system at least ninety percent of the time, measured monthly:

14 (1) Telephone answering time, including wait time, shall not exceed sixty
15 seconds.

16 (2) No more than five percent of incoming customer service callers shall
17 receive a busy signal.

18 [(D)] (G) Each monthly report required by Subsection [(B)] (E) of this Section shall
19 include a summary of whether the franchisee is or is not in compliance with the [agreed upon]
20 standards established pursuant to Subsection [(C)] (F) of this Section and, if the franchisee is not in
21 compliance, what actions the franchisee will take to meet the standards in future months.

22 SECTION 35: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas,
23 Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section
24 9.08.340, reading as follows:

25 **9.08.340:** (A) For purposes of this Section, a "container damaged beyond proper use" shall
26 mean a solid waste container used by a non-residential customer that has been damaged to such an
27 extent that it can no longer be properly used for solid waste collection, including but not limited to a
28 container that has broken wheels so that it cannot be rolled in and out of an enclosure in which it is

1 stored.

2 (B) For purposes of this Section, a franchisee shall be deemed to have notice that
3 a container has been damaged beyond proper use no later than the earlier of the following dates:

4 (1) the date on which the franchisee receives oral or written notice of the
5 damage; or

6 (2) the first regularly scheduled collection day after the damage has
7 occurred.

8 (C) If a franchisee provides a container to a non-residential customer and such
9 container is damaged beyond proper use through the franchisee's own actions or through normal wear
10 and tear, or if the franchisee damages any other container that is used by a non-residential customer
11 through the franchisee's own negligence or misconduct, the franchisee shall:

12 (1) Fix or repair such container, at its own cost, no later than seven calendar
13 days after it has notice of the damage;

14 (2) Be deemed to have missed each collection that is regularly scheduled
15 from the date on which the franchisee has notice of the damage until such time as the container is
16 fixed or replaced; and

17 (3) Automatically issue a credit to the customer for each missed pickup in
18 accordance with Subsection (E) of this Section.

19 (D) If a franchisee misses or improperly performs a collection for a non-residential
20 customer for any reason other than a container being damaged beyond proper use, resulting in solid
21 waste that the customer has properly put out for collection not being collected, the franchisee shall,
22 within twenty-four hours of receiving notice of such missed or improper collection, send a second
23 vehicle to the premises to properly collect such solid waste.

24 (E) If a franchisee fails to fix or replace a container damaged beyond proper use as
25 required by this Section, or to correct a missed or improper collection for a non-residential customer
26 as required by this Section, the franchisee shall automatically issue a prorated credit to such
27 customer's account, based on the charges for regularly scheduled collection service to the premises
28 for the applicable billing period, regardless of whether the customer makes any request for such a

1 credit.

2 SECTION 36: Sections 14, 16, 18 and 23 of this Ordinance shall become effective as
3 of 12:01 a.m. the day after publication of this Ordinance by title.

4 SECTION 37: If any section, subsection, subdivision, paragraph, sentence, clause or
5 phrase in this ordinance or any part thereof, is for any reason held to be unconstitutional, or invalid
6 or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
7 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
8 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
9 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
10 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
11 invalid or ineffective.

12 SECTION 38: Whenever in this ordinance any act is prohibited or is made or declared
13 to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is
14 required or the failure to do any act is made or declared to be unlawful or an offense or a
15 misdemeanor, the doing of such prohibited act or the failure to do any such required act shall
16 constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than
17 \$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such
18 fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 39: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

APPROVED:

By OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Garry G. Bellis 1-24-07
Date

Date _____

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2007, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11

12 APPROVED:

13

14 By _____
15 OSCAR B. GOODMAN, Mayor

16 ATTEST:

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18 BARBARA JO RONEMUS, City Clerk

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**BUSINESS IMPACT STATEMENT
BILL NO. 2007-7**

**Regarding Proposed Ordinance Amendments to City's Solid Waste
Management Regulations (LVMC Chapter 9.08)**

This Business Impact Statement was prepared pursuant to NRS 237.090 to address the impact of proposed ordinance amendments to Chapter 9.08 of the Las Vegas Municipal Code concerning solid waste management, including the following changes: updating service charges; increasing frequency-of-service options; adding minimum container requirements; adding charges for overflow collections; eliminating discontinuation-of-service charges; deregulating charges for categories of waste for which competitive markets exist; adding customer service requirements concerning fixing damaged containers and correcting missed collections; and allowing solid waste collection at alternative locations to avoid unsafe driving maneuvers.

1. The following constitutes a description of the manner in which comments were solicited from affected businesses, a summary of their response, and an explanation of the manner in which other interested persons may obtain a copy of the summary. NRS 237.090(1)(a)

Affected Businesses: The proposed ordinance amendments may affect all businesses in the City.

Solicitation of Public Comments: A Public Notice of proposed amendments to the City's solid waste management regulations, including a solicitation of comments thereon, was published in the Las Vegas Review-Journal on December 29, 2006.

Prior to the publication of such Notice, three meetings were held at the City with representatives of several types of businesses, including property managers, to review and provide comments on the proposed changes. After making revisions to the proposed ordinance amendments, another meeting was held at Clark County to review the revisions with representatives from property managers' groups – particularly with regard to the provisions concerning minimum container requirements and charges for the collection of overflowing containers.

Copies of the proposed amendments were sent electronically to representatives of several types of businesses, including property managers, on December 22, 2006. A copy of the proposed amendments was also sent electronically to the Las Vegas Chamber of Commerce on December 26, 2006.

Availability of Documents: Copies of the proposed ordinance amendments were and are available for review at: City of Las Vegas, Business Services Division, 400 Stewart Avenue, 3rd floor, Las Vegas, Nevada 89101.

Summary of Public Comments: No comments were received in response to the Public Notice. At meetings prior to the publication of the Public Notice, representatives of various industry groups expressed the following concerns: (1) minimum container requirements were set at levels that were too high; (2) overflow charges were too high and required better definitions and more procedural

safeguards to avoid unfair or abusive charges; and (3) the issue of a franchisee collecting waste at alternative locations, if the normal location for collection would require unsafe maneuvers by the franchisee's trucks, should not be addressed in this ordinance.

2. The following summarizes the estimated economic effect of the proposed rule on businesses, including, without limitation, adverse, beneficial, direct and indirect effects. NRS 237.090(1)(b)

In General: Increases in charges for solid waste service reflect applicable Consumer Price Index adjustments, and are not increases to existing charges.

Adverse Effects: The amendments will require all businesses to meet minimum container requirements, which are intended to provide for adequate solid waste service for such customers. This may require some businesses to increase their service levels, by increasing their frequency of service or container size, or by renting or purchasing additional containers.

Properties that continue to have waste overflowing from their containers will be subject to overflow charges.

Service charges will be deregulated for certain categories of service for which competition is allowed – i.e., construction and demolition waste, septic-tank waste, grease-trap waste and yard waste. This could result in higher charges for these services by the City's solid waste franchisee.

Developers may incur increased costs in developing their properties, if they have to revise development plans that might otherwise require unsafe driving maneuvers by solid waste collection trucks in order to avoid alternative waste collection locations.

Beneficial Effects: New frequency-of-service options could result in some businesses paying less for service.

New customer service standards concerning the fixing or replacement of damaged containers, and the correction of missed collections, could result in credits to customers' accounts.

Discontinuation-of-service charges are eliminated.

Direct Effects: Adds once/week, three times/week, four times/week, five times/week and seven times/week service options; adds overflow charges; and eliminates discontinuation-of-service charges.

Indirect effects: Adds customer service standards; see possible effects above.

3. The following constitutes a description of the methods that the local government considered to reduce the impact of the proposed rule on businesses, and whether any of the following

methods were used: simplifying the proposed rule; establishing different standards of compliance for a business; and modifying a fee or fine set forth in the rule so that a business could pay a lower fee or fine. NRS 237.080(4)(a), (b) and (c); NRS 237.090(1)(c)

In General: City staff analyzed existing solid waste service levels for over 1400 nonresidential customers in order to determine a schedule of “conservative” minimum container requirements based on different types of businesses. As a result, the requirements that were initially proposed were reduced substantially, to levels equating to approximately 50% of the average existing service levels for these customers.

The definition of “overflow” was modified, so that certain situations that originally would have constituted an overflow no longer do. Procedural safeguards were added or clarified with regard to how and when an overflow charge can be assessed. The amount of the overflow charge originally proposed was reduced by approximately one-third.

No changes were made to the provisions that allow a franchisee, with the City’s approval, to collect solid waste from an alternative location if the normal collection location would require unsafe driving maneuvers by the franchisee’s trucks. This is a safety issue that should not be compromised based solely on decreased profits for developers.

Simplification of Rules: The changes requested by businesses were not based on simplification of the rules, but some definitional and procedural changes that were requested concerning overflow charges were made.

Establishing Different Standards for Businesses: Inapplicable; the rules for which comments were received were specifically intended for businesses.

Modifying Fees or Fines: The lowering of the minimum container requirements lessens any increased costs that businesses may incur in order to meet such requirements. The changes to the overflow charge provisions decrease the likelihood of a business being assessed an overflow charge. The amount of the overflow charge that can be assessed was decreased by approximately one-third.

4. The following summarizes the governing body’s estimate of the annual costs to the local government for enforcement of the proposed rule. NRS 237.090(1)(d)

No additional costs.

5. The following summarizes the total annual amount that the local government expects to collect from any new or increased fees, and the manner in which the money will be used. NRS 237.090(1)(e)

New/Increased Fees: There are no new fees to the City. (See Section 2, “In General”) The City may indirectly receive additional franchise fees based on revenue received by its franchisee resulting

from minimum container requirements and overflow charges, the amount of which cannot be estimated at this time.

Use of Money: Any additional franchise fees received by the City will go into the City's general fund.

6. The following summarizes any provisions of the proposed rule which duplicate or are more stringent than federal, state or local standards regulating the same activity, and explains why such provisions are necessary. *NRS 237.090(1)(f)*

Duplicative Rules: NRS 444.440 et seq. provides a framework under which the City is required to establish by ordinance regulations for a solid waste management system, provided that no such ordinance shall be in conflict with any regulation adopted by the State Environmental Commission. This proposed ordinance amendments are in compliance with NRS.

Reason for Duplication: Inapplicable.

Date: February 7, 2007

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

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Section 9.36.050 of the Municipal Code imposes certain information-gathering and reporting requirements on the Department of Fire and Rescue regarding the transportation of hazardous materials within the City. It has been determined that these requirements are out-of-date, and they are proposed to be eliminated by means of this bill.

RECOMMENDATION:

The 3/6/2007 Recommending Committee held this bill in abeyance to the 3/20/2007 Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

1. Bill No. 2007-8
2. Business Impact Statement

Minutes:

Recommendation noted.

3/20/2007 Recommending Committee

3/21/2007 Council Agenda

1 BILL NO. 2007-8

2 ORDINANCE NO. _____

3 AN ORDINANCE TO ELIMINATE CERTAIN INFORMATION-GATHERING AND REPORTING
4 REQUIREMENTS FOR THE DEPARTMENT OF FIRE AND RESCUE REGARDING THE
5 TRANSPORTATION OF HAZARDOUS MATERIALS WITHIN THE CITY, AND TO PROVIDE
6 FOR OTHER RELATED MATTERS.

7 Proposed by: David L. Washington, Chief,
8 Department of Fire and Rescue

Summary: Eliminates certain information-
gathering and reporting requirements for the
Department of Fire and Rescue regarding the
transportation of hazardous materials within the
City.

9 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
10 AS FOLLOWS:

11 SECTION 1: Title 9, Chapter 36, Section 50, of the Municipal Code of the City of
12 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13 **9.36.050:** The Department of Fire [Services] and Rescue is authorized [and directed] to do the
14 following:

15 (A) To collect all available information with respect to the volumes, routes,
16 locations of storage incident to transportation, risks and conditions of transport and storage of
17 hazardous materials presenting the highest risk, by any mode of transportation; [, and to report
18 annually to the City Council on the transportation of hazardous materials and the adequacy of the
19 City's emergency response capabilities in cases of accidents;] and

20 (B) To collect information, as available, from the State on the routes and volumes
21 of hazardous waste shipments through the City and to request that the State conduct surveys to
22 determine the volumes, routes, compliance with Federal and State regulations, accident rates and other
23 information on truck cargos of hazardous materials.

24 SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or
25 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
26 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
27 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
28 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,

1 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
2 invalid or ineffective.

3 SECTION 3: All ordinances or parts of ordinances or sections, subsections, phrases,
4 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
5 1983 Edition, in conflict herewith are hereby repealed.

6 PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

7 APPROVED:

8
9 By _____
10 OSCAR B. GOODMAN, Mayor

11 ATTEST:

12 BEVERLY BRIDGES, Acting City Clerk

13 APPROVED AS TO FORM:

14
15 Val Steep 2-8-07
16 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2007, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____
9 VOTING "NAY": _____
10 ABSENT: _____

11

12 APPROVED:

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14 By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

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17 BEVERLY BRIDGES, Acting City Clerk

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BUSINESS IMPACT STATEMENT

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)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2007-8, that will eliminate certain information-gathering and reporting requirements for the Department of Fire and Rescue regarding the transportation of hazardous materials within the City.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: February 8, 2007

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

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

In accordance with recommendations made by the Planning and Development Department, this bill will 1) make various minor corrections, clarifications and adjustments to the Land Use Tables, and 2) clarify a number of use and development standards.

RECOMMENDATION:

ADOPTION at 3/21/2007 City Council meeting pursuant to the 3/6/2007 Recommending Committee.

First Reading – 2/21/2007; First Publication – 3/9/2007

BACKUP DOCUMENTATION:

Bill No. 2007-9

Minutes:

Recommendation noted.

3/21/2007 Council Agenda

1 **BILL NO. 2007-9**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE TO MAKE VARIOUS CORRECTIONS, CLARIFICATIONS AND
4 ADJUSTMENTS TO THE LAND USE TABLES, TO CLARIFY CERTAIN USE AND
DEVELOPMENT STANDARDS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

5 Proposed by: M. Margo Wheeler, Director of
6 Planning and Development

Summary: Makes various corrections,
clarifications and adjustments to the Land Use
Tables, and clarifies certain use and
development standards.

7
8 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
9 AS FOLLOWS:

10 SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section
11 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by
12 amending the description of the use "Single Family, Detached," as found in the "Residential &
13 Lodging" element of Table 2, to read as follows:

14 **Description:**

15 A dwelling unit that is not attached to any other dwelling by any means, is located on a separate and
16 individually owned lot, is surrounded by open space or yards, and is for the exclusive use of a single
17 family maintaining a household. Except where specifically provided [for the purposes of occupancy
18 by domestic help, no single family dwelling] in this Title, no such unit may have more than 1 kitchen,
19 and [except as specifically provided for a habitable accessory structure,] all rooms used for human
20 habitation must have interior access to one another.

21 SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section
22 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by
23 deleting in their entirety the entries for the uses "Habitable Accessory Structure" and "Non-Habitable
24 Accessory Structure."

25 SECTION 3: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section
26 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by
27 adding to the "Residential & Lodging" element thereof, at the appropriate locations, two new uses,
28 "Accessory Structure (Class I)" and "Accessory Structure (Class II)," reading respectively as follows:

USE	RESIDENTIAL												COMMERCIAL					INDUSTRIAL			
Accessory Structure (Class I)	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
	S	S	S	S	S																
	Description: An accessory structure which is located on the same residential parcel as a principal dwelling and which, as an ancillary use, provides living quarters, including full kitchen facilities, for the occupants of the principal dwelling or their tenants, domestic employees or temporary guests. Minimum Special Use Permit Requirements: *1. The size of the lot or parcel must exceed 6500 square feet. 2. Unless the principal dwelling is owner-occupied, a Class I accessory structure may not be offered or occupied as a rental unit. On-site Parking Requirement: One additional parking space must be provided beyond the number of spaces normally required.																				

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Accessory Structure (Class II)	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
	C	C	C	C	C	C	C	C	C	C	C	C									
	Description: An accessory structure which is located on the same lot as a principal structure, is detached therefrom, is incidental or subordinate thereto, and does not qualify as an “Accessory Structure (Class I).”																				
	Conditional Use Regulations: 1. The use shall comply with all provisions of Section 19.08.040 applicable to accessory structures. 2. Any use that does not so comply may be permitted only by means of a Variance.																				
	On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site																				

SECTION 4: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to change the classification of the use "Travel Bureau" from a type of "General Personal Service" to a type of "Office Use, Other Than Listed." In order to reflect that change, the description of the use "General Personal Service," as found in the "Retail & Personal Services" element of Table 2, is amended to read as follows:

Description:

A facility for the sale of personal services. Typical personal services include barber/beauty shop, tanning salon, nail salon, shoe repair, tailor, instructional arts studio, photography studio, hand-crafted art studio, safe deposit boxes, [travel bureau,] house cleaning service, weight reduction center, day spa, florist (excluding greenhouses), and permanent makeup establishment.

SECTION 5: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section

10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the Conditional Use Regulations for the use "Open Air Vending/Transient Sales Lot," as found in the "Retail & Personal Services" element of Table 2, to read as follows:

Conditional Use Regulations:

1. No signage, including temporary signage, is allowed[.], except that, in the case of sales activity from a vehicle or cart, the vehicle or cart may include signage which is affixed thereto.
2. The site must be kept free of any litter or debris at all times.
3. No structures shall be allowed within the public right-of-way.

SECTION 6: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the Minimum Special Use Permit Requirements for the use "Beer/Wine/Cooler On-Sale Establishment," as found in the "Retail & Personal Services" element of Table 2, to read as follows:

Minimum Special Use Permit Requirements:

- [*]1. Except as otherwise provided, no beer/wine/cooler [off-sale] on-sale establishment (hereinafter "establishment") shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park.
- [*]2. Except as otherwise provided in Requirement 3 below, the distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:
 - a. Any leasehold parcel; or
 - b. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Requirement 1.

- 1 [*]3. In the case of an establishment proposed to be located on a parcel of at least 80 acres in size,
2 the minimum distances referred to in Requirement 1 shall be measured in a straight line:
- 3 a. From the nearest property line of the existing use to the nearest portion of the structure
4 in which the establishment will be located, without regard to intervening obstacles; or
- 5 b. In the case of a proposed establishment which will be located within a shopping center
6 or other multiple-tenant structure, from the nearest property line of the existing use to
7 the nearest property line of a leasehold or occupancy parcel in which the establishment
8 will be located, without regard to intervening obstacles.
- 9 4. When considering a Special Use Permit application for an establishment which also requires
10 a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into
11 consideration the distance policy and shall, as part of its recommendation to the City Council,
12 state whether the distance requirement should be waived and the reasons in support of the
13 decision.
- 14 5. The minimum distance requirements in Requirement 1 do not apply to:
- 15 a. An establishment which has a nonrestricted gaming license in connection with a hotel
16 having 200 or more guest rooms on or before July 1, 1992 or in connection with a
17 resort hotel having in excess of 200 guest rooms after July 1, 1992; or
- 18 b. A proposed establishment having more than 50,000 square feet of retail floor space.
- 19 *6. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC
20 Chapter 6.50.

21 SECTION 7: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section
22 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by
23 amending the On-site Parking Requirement for the use "Package Liquor Off-Sale Establishment," as
24 found in the "Retail & Personal Services" element of Table 2, to read as follows:

25 **On-site Parking Requirement:** [No additional parking required beyond that which is required for
26 the principal use on the site.]

- 27 1. If less than 25,000 square feet, one space per 175 square feet of gross floor area.
- 28 2. If 25,000 square feet or more, one space per 250 square feet of gross floor area.

SECTION 8: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to adjust the Conditional Use Regulations for the use “Motor Vehicle Sales (Used)” and to add Minimum Special Use Permit Requirements for that use. In order to reflect the amendments, the entry for the use “Motor Vehicle Sales (Used),” as found in the “Auto & Marine-Related” element of Table 2, is amended to read as follows:

USE	RESIDENTIAL												COMMERCIAL					INDUSTRIAL			
Motor Vehicle Sales (Used)	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
																		S		C	C
	Description: A facility or area used primarily for the display and sale or leasing of used automobiles, motorcycles and motor scooters. This use includes service bays and auto body shops which are incidental and accessory to the sales use. Conditional Use Regulations: [1. The minimum site area designated for this use shall be 25,000 square feet.] [2.] 1. The installation and use of an outside public address or bell system is prohibited. [3.] 2. No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building. [4.] 3. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land. [5.] 4. Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties. [6.] 5. Accessory automobile rental is permitted. Special Use Permit Requirements: 1. <u>The minimum site area designated for this use shall be 25,000 square feet.</u> 2. <u>The installation and use of an outside public address or bell system is prohibited.</u> 3. <u>No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.</u> 4. <u>All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.</u> 5. <u>Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.</u> 6. <u>Accessory automobile rental is permitted.</u> On-site Parking Requirement: One space for each 500 square feet of enclosed gross floor area designated for this use. Vehicles that are on display or for sale may not be parked or stored in parking spaces that are designated as off-street parking necessary to meet the minimum requirements of this Table 2. The parking and storage of such vehicles must occur only in spaces that are in excess of the required minimum parking.																				

SECTION 9: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to indicate that the use “Outdoor Storage, Accessory” is allowable as a conditional use in the C-1 Zoning District and to modify the Conditional Use Regulations applicable to the use. In order to reflect the

changes, the entry for the use “Outdoor Storage, Accessory,” as found in the “Wholesale, Distribution & Storage” element of Table 2, is amended to read as follows:

USE	RESIDENTIAL												COMMERCIAL				INDUSTRIAL				
Outdoor Storage, Accessory	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
																	C	C	C	C	C
	Description: The use of a significant portion of a lot or area for the long term retention (more than 24 hours) of materials and machinery or equipment, regardless of whether the materials, machinery or equipment are to be bought, sold, repaired, stored, incinerated, or discarded. This use does not include new or used motor vehicle sales and rental display, nor does it include accessory and incidental parking of vehicles for residents, guests, customers or employees in connection with a principal use. Conditional Use Regulations: [1. Outside storage areas that are not screened by an intervening building shall be screened from view from any public street by a screening device at least 8 feet in height. In addition, outside storage areas shall be screened from view of any adjoining property by a screening device at least 8 feet in height, except along adjacent property lines of property zoned C-M or M. 2. Storage shall not be permitted within required setbacks or buffer yards. 3. Except as otherwise provided in this Title, in the C-2 and C-M Zoning Districts, storage shall be limited to no more than 5 percent of the lot area containing the principal use.] <u>1. Storage shall not be permitted within required setbacks or buffer yards.</u> <u>2. Except as otherwise provided in this Title or as specifically allowed in connection with the approval of a Special Use Permit:</u> <u>a. Outside storage areas that are not screened by an intervening building shall be screened from view from any public street by a screening device at least 8 feet in height.</u> <u>b. Outside storage areas shall be screened from view of any adjoining property by a screening device at least 8 feet in height, except along adjacent property lines of property zoned C-M or M.</u> <u>3. Except as otherwise provided in this Title, in the C-2 and C-M Zoning Districts, storage shall be limited to no more than 5 percent of the lot area containing the principal use.</u> <u>4. In the C-2 Zoning District, incidental items that are normally associated with operations allowed as a matter of right are not required to be screened from view.</u> <u>5. In the C-1 Zoning District, the only items allowable as accessory outdoor storage are live nursery products, which must be screened from view of adjacent properties and rights-of-way by means of screening that is architecturally consistent with the principal building in terms of materials, colors and details.</u> On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.																				

SECTION 10: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to allow the use “Sound Stage” by means of special use permit in the C-PB Zoning District. In order to reflect that amendment, the entry for the use “Sound Stage,” as found in the “Utilities, Communication & Transportation” element of Table 2, is amended to read as follows:

...

...

USE	RESIDENTIAL												COMMERCIAL					INDUSTRIAL			
Sound Stage	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
																	S	S	<u>S</u>	S	S
	Description:																				
	A building or portion of a building used for the production of movies.																				
On-site Parking Requirement: One space per 300 square feet of gross floor area.																					

SECTION 11: Title 19, Chapter 4, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

19.04.070: (A) P-R District. All uses in the P-R District shall conform to the following:

- (1) No products shall be stored, displayed or sold on the premises.
- (2) No trucks, vans or other commercial vehicles shall be stored or parked on the property overnight.
- (3) No service shall be performed upon a client except those related to the service of the medical profession including dentists, opticians, optometrists, chiropractors, etc.
- (4) Services shall not include the production or repair of any goods except as an incidental use to a permitted service.
- (5) Instructional services must be limited to a two to one pupil/instructor ratio provided, however, in connection with instructional services to be provided at a physician's office, the Director [of the Department of Planning and Development] may approve a higher pupil/instructor ratio upon a showing that sufficient off-street parking is available for the number of pupils anticipated. Equipment used for instructional purposes must be stored within the building.
- (6) There shall be no mixed residential and commercial use of any property and in the event there is an existing residential use on a property, no commercial use of the property shall be permitted until the residential use has permanently ceased.
- (7) No use or business activity shall remain open to the public for business between the hours of nine p.m. though seven a.m. All exterior lighting, except for security lighting, shall be turned off.

(B) N-S and O Districts. In the N-S and O Districts, all storage or display of merchandise and equipment shall be within a completely enclosed building. No trailers or other

1 portable structures may be used for storage purposes.

2 ~~[(B)]~~ (C) C-D District. All uses in the C-D District shall conform to the following:

3 (1) Retail shops shall sell new merchandise exclusively except for antique
4 shops. All products produced, whether primary or incidental, shall be sold at retail on the premises,
5 and not more than two persons shall be engaged in the production of such products.

6 (2) There shall be no mixed residential and commercial use of any property
7 and in the event there is an existing residential use on a property, no commercial use of the property
8 shall be permitted until the residential use has permanently ceased.

9 (3) No use or business activity shall remain open to the public for business
10 between the hours of nine p.m. and seven a.m.

11 (4) All uses and activity shall be contained within a completely enclosed
12 building and there shall be no outside storage, service or sales. No trailers or other portable structures
13 may be used for storage purposes.

14 (D) All Non-Residential Districts. No outdoor storage, sales, rent or display of
15 products or equipment is permitted except in accordance with the provisions of this Title, or a specific
16 Special Use Permit approval granted thereunder.

17 SECTION 12: Title 19, Chapter 8, Section 40, Subsection (B), Paragraph (1),
18 Subparagraph (g), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby
19 amended to read as follows:

20 (g) Floor Plan. Accessory structures may contain any type of room use, but may not contain any
21 kitchen except as otherwise specifically provided in [Section 19.04.050(B)] this Title with respect to
22 a [habitable] Class I accessory structure.

23 SECTION 13: Title 19, Chapter 8, Section 40, Subsection (B), Paragraph (4),
24 Subparagraph (a), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby
25 amended to read as follows, with the preceding and subsequent provisions of Paragraph (4), including
26 Figure 4, remaining the same:

27 (a) Patio Covers. As illustrated in Figure 4 below, a patio cover may encroach to within five feet
28 from the rear and side property lines in the R-D, R-1, R-CL, R-2, R-3, R-4, R-5, R-MH, and R-MHP

1 zoning districts and may encroach to within fifteen feet from the rear and side property lines in the U,
2 R-A and R-E zoning districts. In other residential districts, patio cover setbacks shall be compatible
3 with the required setbacks for principal structures. In no event shall a patio cover be permitted to
4 encroach into a required corner side yard setback.

5 SECTION 14: Title 19, Chapter 8, Section 50, Subsection (H), of the Municipal Code
6 of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the titles of Figures
7 26 and 27 to read, respectively, as follows:

8 Figure 26 [Discouraged] Impermissible Enclosure Design

9 Figure 27 [Encouraged] Permissible Enclosure Design

10 SECTION 15: Title 19, Chapter 12, Section 75, of the Municipal Code of the City of
11 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

12 **19.12.075: Wall Standards**

13 (A) Front Yard Screen Wall Prohibition. No [screening] screen wall shall be built in the front yard
14 of a residential property.

15 (B) Perimeter and Screen Walls.

16 (1) General. For commercial and industrial properties, a perimeter wall shall be
17 constructed adjacent to any residential zoning district or property used solely for residential purposes,
18 shall be a minimum of six feet in height, and in no case shall exceed the height limitation applicable
19 to the adjacent zoning district or property. In all other cases, there is no requirement to construct a
20 wall or fence. However, all perimeter or screen walls and fences must comply with applicable
21 building code requirements. Walls and fences adjacent to commercial or industrial zoning districts or
22 property used for commercial or industrial uses shall be limited to a maximum of eight feet in height.
23 The height of a wall or fence shall be measured from the side with the greatest vertical exposure above
24 finished grade.

25 (2) Height. The minimum height of a [screening] perimeter wall shall be six feet and the
26 maximum height shall be eight feet. The maximum height of a screen wall shall be eight feet.

27 (C) Additional Height Limitations (No Slope or Minimum Slope). Except as otherwise provided
28 in Subsection (E), if the natural slope of a parcel that will contain a [screening] screen or perimeter

1 wall is two percent or less, and a retaining wall will be required:

2 (1) The maximum height of the retaining wall shall be four feet;

3 (2) The minimum height of [the screening] a perimeter wall shall be six feet, with the
4 maximum height for a screen or perimeter wall of eight feet; and

5 (3) The total vertical plane of both walls shall not exceed ten feet, measured from the
6 finished grade on the lower side of the wall to the top of the wall, with a maximum height of eight feet
7 measured from the finished grade on the higher side of the wall to the top of the wall. (See Figure 6)

8 (D) Additional Height Limitations (Greater Slope). Except as otherwise provided in Subsection
9 (E), if the natural slope of a parcel that will contain a [screening] screen or perimeter wall is greater
10 than two percent and a retaining wall will be required:

11 (1) The maximum height of the retaining wall shall be six feet;

12 (2) The minimum height of [the screening] a perimeter wall shall be six feet, with the
13 maximum height for a screen or perimeter wall of eight feet; and

14 (3) The total vertical plane of both walls shall not exceed twelve feet, measured from the
15 finished grade on the lower side of the wall to the top of the wall, with a maximum height of eight feet
16 measured from the finished grade on the higher side of the wall to the top of the wall. (See Figure 7)

17 (E) Increased Retaining Wall Heights. In cases where it is necessary to use retaining walls that
18 exceed the height limitations contained in Subsections (C) and (D), the following standards shall apply
19 in order to reduce the visual impact of [screening] screen walls, perimeter walls and retaining walls,
20 as illustrated in Figure 8:

21 (1) For each four feet of vertical height of retaining wall, a minimum five-foot setback,
22 or horizontal offset, shall be provided, as measured from the front of the wall plane to the front of the
23 next wall plane, with landscaping to be provided within the offset area.

24 (2) The height of the wall plane of the wall located at the highest grade shall be a minimum
25 of six feet and a maximum of eight feet.

26 (F) Front Yard Walls/Fences. Front yard walls/fences shall be a maximum of five feet with the
27 top three vertical feet open to permit visibility. (See Figure 9) Hedges planted along the front yard
28 property line shall not exceed three vertical feet. Retaining walls along the front property line may

not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 10)

(G) Fences, Walls and Architectural Character

(1) Perimeter Walls. Perimeter walls, end walls, return walls and common area walls shall be decorative and shall be installed by the developer. Acceptable decorative wall materials[,] include, without limitation, stone, decorative block, slump stone, and wrought iron, and shall have a minimum of twenty percent contrasting material. The contrasting material requirement may be fulfilled by contrasting color, or a combination of contrasting material and contrasting color, if approved by the Department in its discretion. All walls shall include such detail variations as may be required by the Department, including pilaster, decorative caps, decorative iron cutouts or fluted blocks. Any decorative materials or ironwork attached to the top of a perimeter wall shall not encroach into public rights-of-way or abutting properties. Pilasters, if used, shall have a maximum spacing of twenty-four feet on center (See Figures 9 and 11). [No voids or spaces shall be permitted between an existing perimeter wall and a new perimeter wall.] All perimeter walls shall:

a. Match the design of abutting perimeter walls. The established wall design shall be continued until the next street intersection. In cases where the existing wall is considered by the Director to be of unacceptable design, the design shall not be carried beyond the next street intersection unless a transitional wall area designed to soften the differences between the walls is constructed; and

b. [Be sealed by an approved method to prevent leaching or transmission of mineral deposits through the wall; and

c.] Be maintained by the property owner, the developer, a business association or other similar organization, or by such other means as may be approved by the City.

(2) Retaining Walls. Retaining walls which are visible from adjacent properties or rights-of-way shall be decorative and shall be installed by the developer. Acceptable materials for retaining wall construction include split-face block, decorative block, slump stone, stone, caliche rock, colored or exposed aggregate, and textured-finish concrete. All walls shall include detail variations such as

1 pilasters, decorative caps, or fluted blocks. [All walls shall be sealed by an approved method to
2 prevent the leaching or transmission of mineral deposits through the wall.] All walls shall be
3 maintained by the property owner, the developer, a business association or other similar organization,
4 or by such other means as may be approved by the City. In cases where the height of a retaining wall
5 exceeds four feet, a minimum of five shrubs of a five-gallon size, and five shrubs of a one-gallon size,
6 for each twenty feet of linear planting area shall be planted in the area at the base of the wall. In cases
7 where there are multiple-stepped retaining walls, a minimum of five shrubs of a five-gallon size, and
8 five shrubs of a one-gallon size, for each twenty feet of linear planting area shall be planted in the area
9 between the walls and at the base of the lowest wall. A minimum planting area of four feet is required
10 between the retaining walls.

11 (3) Wall Separation. Where a screen or perimeter walls abuts another screen or perimeter
12 wall, the separation shall either be:

13 a. A minimum of three feet from face of wall to face of wall, with access provided
14 to the area between the walls for maintenance; or

15 b. A maximum of eight inches, with the resulting gap between the walls to be
16 filled and capped with a cementitious material that:

17 1. Will not increase the load on the walls; and

18 2. Has been approved by the Planning and Development Department and
19 the Department of Building and Safety.

20 (H) Materials. Unless otherwise approved as part of an overall development plan, the following
21 materials shall not be acceptable for use as [screening] screen or perimeter walls:

22 (1) Chainlink or open wire fencing (except as temporary construction fencing);

23 (2) Razor wire or barbed wire (except as may be approved under the procedures set forth
24 in the City's Building Code);

25 (3) Corrugated metal;

26 (4) Bright colored plastic; and

27 (5) Untextured or unfinished concrete or block (CMU) walls.

28 (I) Variance. The standards set forth in this Section are minimum requirements for all

1 developments subject to this Section. Any request to deviate from these standards shall require the
2 submittal of a Variance application, which shall be subject to the procedures and standards set forth
3 in Section 19.18.070.

4 SECTION 16: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of
5 Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the following terms and their
6 corresponding definitions:

7 “Dwelling, Single-Family Detached” means a dwelling unit:

- 8 (1) That is not attached to any other dwelling by any means;
- 9 (2) That is located on a separate and individually owned lot;
- 10 (3) That is surrounded by open space or yards;
- 11 (4) That is for the exclusive use of a single family maintaining a household;
- 12 (5) That has no more than one kitchen[;] with full kitchen facilities; and
- 13 (6) In which all rooms used for human habitation must have interior access to one another.

14 ➡ Nothing in this definition, however, prohibits the construction or use of a [habitable] Class I
15 accessory structure in accordance with this Title or the construction or use of an auxiliary kitchen as
16 defined in this Chapter.

17 “General Personal Service” means a facility for the sale of personal services. Typical personal
18 services include barber/beauty shop, shoe repair, tailor, instructional arts studio, photography studio,
19 hand-crafted art studio, safe deposit boxes, [travel bureau,] house cleaning service, weight reduction
20 center and florist (excluding greenhouses) and permanent makeup establishment.

21 “Kitchen” means [any room in a dwelling which is used, designed, or intended to be used for the
22 cooking and preparation of food, including “kitchenette.”] that portion of a dwelling unit devoted to
23 the cooking or preparation of food for the purpose of consumption by residents of the dwelling unit.

24 The term includes a “kitchenette,” “wet bar” or any area equipped with items such as a counter-top
25 hot plate, counter-top grill, or microwave oven, together with an under-counter refrigerator and sink.

26 “Full kitchen facilities” indicates the presence of complete cooking facilities (i.e., stove, oven or
27 microwave oven, refrigerator, and sink). The presence within any food preparation area of a
28 ventilation hood, gas stub, two hundred-twenty volt electrical outlet or wiring, or any combination

1 thereof, shall be considered "full kitchen facilities."

2 "Wall, Perimeter" means an opaque structure constructed in accordance with Section 19.12.075 with
3 the purpose of providing security or a visual buffer within, along or in proximity to the property line
4 of a subdivision or parcel and separating the subdivision or parcel from, right-of-way, another land
5 use or another property.

6 ["Wall, Screening"] "Wall, Screen" means an opaque structure constructed in accordance with Section
7 19.12.075 with the purpose of providing a buffer for privacy or to mitigate a potentially negative noise
8 or visual impact.

9 "Yard, Side" means the yard area extending [along the entire length of the side property line and the
10 depth] from the front yard to the rear yard and between the side property line and the primary structure.

11 SECTION 17: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of
12 Las Vegas, Nevada, 1983 Edition, is hereby amended by deleting therefrom the terms "Habitable
13 Accessory Structure" and "Non-Habitable Accessory Structure," together with their corresponding
14 definitions.

15 SECTION 18: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of
16 Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto at the appropriate locations,
17 four new definitions, reading as follows:

18 "Accessory Structure (Class I)" means an accessory structure which is located on the same residential
19 parcel as a principal dwelling and which, as an ancillary use, provides living quarters, including full
20 kitchen facilities, for the occupants of the principal dwelling or their tenants, domestic employees or
21 temporary guests.

22 "Accessory Structure (Class II)" means an accessory structure which is located on the same lot as a
23 principal structure, is detached therefrom, is incidental or subordinate thereto, and does not qualify
24 as an "Accessory Structure (Class I)."

25 "Yard" means the areas on a lot that are unoccupied by structures, except for projections and the
26 specific accessory uses or structures allowed in those areas under the provisions of this Title.

27 "Yard, Corner Side" means the yard of a corner lot extending from the front yard to the rear yard and
28 between the street and the primary structure.

1 SECTION 19: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010,
2 19.08.040, 19.08.050 and 19.20.020 are deemed to be subchapters rather than sections.

3 SECTION 20: The codifier is authorized and directed to change any reference in
4 Chapter 9.04 to the terms "habitable accessory structure" and "non-habitable accessory structure" so
5 that they read, respectively, "Class I accessory structure" and "Class II accessory structure."

6 SECTION 21: If any section, subsection, subdivision, paragraph, sentence, clause or
7 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
8 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
9 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
10 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
11 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
12 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
13 invalid or ineffective.

14 SECTION 22: All ordinances or parts of ordinances or sections, subsections, phrases,
15 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
16 1983 Edition, in conflict herewith are hereby repealed.

17 PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

18 APPROVED:

19 By _____
20 OSCAR B. GOODMAN, Mayor

21 ATTEST:

22 BEVERLY BRIDGES, Acting City Clerk

23 APPROVED AS TO FORM:

24 Val Steed 2-8-07
25 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2007, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11

12 APPROVED:

13

14 By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

16

17 BEVERLY BRIDGES, Acting City Clerk

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

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

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

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Last November, in response to a decision by the Ninth Circuit Court of Appeals, the City Council adopted two new chapters regarding solicitation activities and the Pedestrian Mall to replace those that were the subject of the litigation in question. The existing chapters were retained on the books for purposes of preserving the City's litigation position. The need to retain those chapters (Chapters 10.44 and 11.68) has passed, so this bill will repeal them and renumber as their replacements the new provisions that were adopted in November.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

1. Bill No. 2007-10
2. Business Impact Statement

Minutes:

First Reading - Referred - COUNCILMEMBERS TARKANIAN and ROSS

3/20/2007 Recommending Committee

3/21/2007 Council Agenda

CITY ATTORNEY JERBIC requested this bill be fast tracked.

BILL NO. 2007-10

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL IN THEIR ENTIRETY CHAPTERS 10.44 AND 11.68 OF THE MUNICIPAL CODE, RELATING TO SOLICITATION AND TO THE CITY'S PEDESTRIAN MALL, RESPECTIVELY; TO REDESIGNATE CHAPTERS 10.44A AND 11.68A AS CHAPTERS 10.44 AND 11.68, RESPECTIVELY; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by:
Bradford R. Jerbic, City Attorney

Summary: 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.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: Title 10, Chapter 44, and Title 11, Chapter 68, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 2: Title 10, Chapter 44A, and Title 11, Chapter 68A, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, as adopted by Ordinance Nos. 5865 and 5866, respectively, are hereby redesignated as Chapters 10.44 and 11.68, respectively.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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1 SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases,
2 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
3 1983 Edition, in conflict herewith are hereby repealed.

4 PASSED, ADOPTED and APPROVED this ____ day of _____, 2007.

5 APPROVED:

6
7 By _____
8 OSCAR B. GOODMAN, Mayor

9 ATTEST:

10 BARBARA JO RONEMUS, City Clerk

11 APPROVED AS TO FORM:

12 Val Steed 2-21-07
13 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2007, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11

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APPROVED:

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By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

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17 BARBARA JO RONEMUS, City Clerk

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**BUSINESS IMPACT STATEMENT
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)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2007-10, that will repeal Chapters 10.44 and 11.68 of the Municipal Code, relating to solicitation and to the City's Pedestrian Mall, respectively, and redesignate Chapters 10.44A and 11.68A as Chapters 10.44 and 11.68, respectively.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: February 21, 2007

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

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

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

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:

This bill should be submitted to a Recommending Committee for review, hearing, and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2007-11

Minutes:

First Reading - Referred - COUNCILMEMBERS TARKANIAN and ROSS

3/20/2007 Recommending Committee

3/21/2007 Council Agenda

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1490 – TENAYA WAY (NORTHERN BELTWAY TO ELKHORN ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

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, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road) (hereinafter the "District"), for the purpose of acquiring and improving local improvements (hereinafter the "Project") and has provided that a portion of the entire cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Nevada Revised Statutes ("NRS") Chapter 271; 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 improvements of the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has 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 of the Project; and

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

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer (with the assistance of the City Engineer Division) made out a final assessment roll containing, 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 assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, February 21, 2007, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the 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 improvements in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer (with the assistance of City Engineer Division) has, in accordance with the provisions of 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 caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on January 3, 2007. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1490 Assessment Protest Resolution; and

WHEREAS, by the District No. 1490 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Project, in part, with funds derived from the levy of assessments, and the City will pay one-half or more of the costs of the Project with monies derived from other than the levy of special assessment, and that the exception provided by NRS 271.306(2) (a) does exist with respect to the Project; and

WHEREAS, the owners of certain property to be located within the proposed District have requested the City to include as part of the improvements to be constructed within the District, for such property, water and/or sewer improvements and such owners have executed an affidavit of waiver and consent (hereinafter the "Affidavit"), consenting to the construction of such improvements and the assessment of the cost of such improvements on such property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1490 Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit

and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1490 Assessment Protest Resolution.

Section 3. 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 Ordinance) concerning Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road), including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by said improvements) and described in the final assessment roll for the District, as filed in the office of the City Clerk on January 3, 2007, and as modified and confirmed by the District No. 1490 Assessment Protest Resolution duly adopted by the City Council on March 7, 2007.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand, provided that all or any part of such assessments may, at the election of the owner, be paid in installments, with interest, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments, the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in twenty (20) substantially equal semiannual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of this Ordinance, at a rate or rates which shall not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District, both principal and interest on such assessments being payable semiannually at the office of the City Treasurer on April 1 and October 1 in each year, commencing on October 1, 2007. After

the effective date of this Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Director of Finance and Business Services shall fix the rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, the rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the district. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate will not exceed 9%. Failure to pay any installment, whether of principal or interest, when due, shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City. The exercise of said option to be indicated by the commencement of foreclosure proceedings by the City. The whole amount of the unpaid principal and accrued interest shall, after such delinquency, whether or not said option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, with interest thereon, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any semiannual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after May 8, 2007, but before the rate of interest on deferred installments of assessments is fixed by the City Director of Finance and Business Services such interest accruing thereon to the next interest payment date shall be calculated at seven and 25/100 percent (7.25%) per annum (i.e., the presumed rate of interest on the assessment bonds for the District plus one percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the

same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. April 8, 2007) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner

of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor. If a foreclosure is not promptly filed and prosecuted, then any bondholder may file and prosecute said foreclosure action in the name of the City. Any bondholder may also proceed against the City to protect and enforce the rights of the bondholders under this Ordinance by suit, action or special proceedings in equity or at law, either for the appointment of a receiver or for the specific performance of any provision contained herein or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as such bondholder or bondholders may deem most effective to protect and enforce the rights aforesaid. All such proceedings, at law or in equity, shall be instituted, had and maintained for the equal benefit of all owners of the bonds then outstanding. The failure of the bondholders to foreclose such delinquent assessments or to proceed against the City shall not relieve the City or any of its officers, agents or employees of any liability for its failure to foreclose such delinquent assessments.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first

such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. 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 and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk of the City. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such 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. 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) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR
IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT
DISTRICT NO. 1490 – TENAYA WAY (NORTHERN BELTWAY TO ELKHORN
ROAD)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1490 Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on April 4, 2007. The Levy Ordinance levied and assessed a portion of the cost and expense of such improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, on or before May 8, 2007, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, with interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in twenty (20) substantially equal semi-annual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from April 8, 2007 (i.e., the effective date of the Levy Ordinance) both principal and interest being payable semi-annually at the office of the City Treasurer, Las Vegas, Nevada, on April 1 and October 1 in each year, commencing on October 1, 2007. After the effective date of the Levy Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Director of Finance and Business Services shall fix the rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, the rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will

not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate shall not exceed 9%. Failure to pay any assessment installment, whether principal or interest, when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal and accrued interest will, after such delinquency, whether or not the City's option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of payment, with the interest thereon and all penalties accrued, and will thereupon be restored the right, thereafter, to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any semi-annual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after May 8, 2007, but before the rate of interest on deferred installments of assessments is fixed by the City Director of Finance and Business Services, such interest accruing thereon to the next interest payment date shall be calculated at seven and 25/100 percent (7.25%) per annum (i.e., the presumed rate of interest on the assessment bonds for the District plus one percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a

timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, 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, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from April 8, 2007 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this April 4, 2007.

BEVERLY K. BRIDGES, CMC, Acting City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before April 4, 2007, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1490 – TENAYA WAY (NORTHERN BELTWAY TO ELKHORN ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 7th day of March, 2007, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 4th day of April, 2007.

/s/ Beverly K. Bridges, CMC
Acting City Clerk

(End of Form)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1490 – TENAYA WAY (NORTHERN BELTWAY TO ELKHORN ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on March 7, 2007, and was passed at a regular meeting held on April 4, 2007, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lawrence Weekly
Steve Wolfson
Lois Tarkanian
Steven D. Ross

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after April 8, 2007, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This _____ day of _____, 2007.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ Beverly K. Bridges, CMC
Acting City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance 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 Ordinance.

Introduced March 7, 2007, PASSED, ADOPTED AND APPROVED April 4, 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, the duly chosen, 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 an ordinance which was introduced at the meeting of the City Council on March 7, 2007 and finally adopted and approved on April 4, 2007.

2. The following members of the City Council were present at the March 7, 2007, Council meeting:

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

3. The foregoing Ordinance was first proposed and read by title to the City Council on March 7, 2007, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on April 4, 2007, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the April 4, 2007 meeting and voted upon the adoption of the Ordinance as follows:

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

Those Voting Nay:	_____

Those Absent:	_____

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

5. All members of the City Council were given due and proper notice of the meetings held on March 7, and April 4, 2007. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings 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

; and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings 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.

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 and a copy of the notice so given of the meeting of the City Council on April 4, 2007, is attached to this certificate as Exhibit B.

7. Upon request, the governing body 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 members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

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

BEVERLY K. BRIDGES, CMC, Acting City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of March 7, 2007 Meeting)

EXHIBIT B

(Attach Copy of Notice of April 4, 2007 Meeting)

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

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

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

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:

This bill should be submitted to a Recommending Committee for review, hearing, and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2007-12

Minutes:

First Reading - Referred - COUNCILMEMBERS TARKANIAN and ROSS

3/20/2007 Recommending Committee

3/21/2007 Council Agenda

THE MORNING SESSION RECESSED AT 10:54 A.M.

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

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 (the “State”), has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the “District”), for the purpose of acquiring, improving and maintaining a Commercial Area Vitalization Project (the “Project”), as defined in Nevada Revised Statutes (“NRS”) 271.063, and has provided that the cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of NRS Chapter 271; 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 has 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, 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, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer made out a final assessment roll for the District containing, 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 assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk of the City (the "City Clerk"); and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, February 21, 2007, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the 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 Project, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer has, in accordance with the provisions of 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 caused the final assessment roll for the District to be filed in the records of the office of the City Clerk on January 17, 2007. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1516 Assessment Protest Resolution; and

WHEREAS, by the District No. 1516 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1516 Levy Ordinance" (the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District and the Project is without sufficient merit and the same be, and hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1516 Assessment Protest Resolution.

Section 3. 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 Ordinance) concerning the District, including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on January 17, 2007, and as modified and confirmed by the District No. 1516 Assessment Protest Resolution duly adopted by the City Council on March 7, 2007.

Section 5. The assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 2, 2007, October 1, 2007, January 2, 2008 and April 1, 2008. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month

(not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. April 8, 2007) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither

the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the City Council, from collecting any assessment by suit in the name of the City Council. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll for the District containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the Clark County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. 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 and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such 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. 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) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF
ASSESSMENTS FOR IMPROVEMENTS IN CITY OF LAS VEGAS,
NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1516 –
FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS
BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1516 Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on April 4, 2007. The Levy Ordinance levied and assessed a portion of the cost and expense of certain local improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the Levy Ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 2, 2007, October 1, 2007, January 2, 2008 and April 1, 2008. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment

shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 of the Levy Ordinance.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, 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, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from April 8, 2007 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this April 4, 2007.

Beverly K. Bridges, CMC, Acting City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. In accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before April 4, 2007, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 7th day of March, 2007, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 4th day of April, 2007.

/s/ Beverly K. Bridges, CMC
Acting City Clerk

(End of Form)

Section 15. This Ordinance shall be in effect on the day after its publication, as provided in this Ordinance. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 - FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on March 7, 2007, and was passed at a regular meeting held on April 4, 2007, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lawrence Weekly
Steve Wolfson
Lois Tarkanian
Steven D. Ross

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after April 8, 2007, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 4th day of April, 2007.

/s/ OSCAR B. GOODMAN

Mayor

City of Las Vegas, Nevada

(SEAL)

Attest:

/s/ BEVERLY K. BRIDGES, CMC

Acting City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance 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 Ordinance.

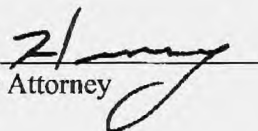
INTRODUCED MARCH 7, 2007, PASSED, ADOPTED AND APPROVED APRIL 4, 2007.

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, CMC, the duly chosen, 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 an ordinance which was introduced at the meeting of the City Council of the City (the "City Council") on March 7, 2007 and finally adopted and approved on April 4, 2007.

2. The following members of the City Council were present at the March 7, 2007 meeting:

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

3. The foregoing Ordinance was first proposed and read by title to the City Council on March 7, 2007, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on April 4, 2007, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the April 4, 2007 meeting and voted upon the adoption of the Ordinance as follows:

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

Those Voting Nay: _____

Those Absent: _____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on March 7, 2007 and April 4, 2007. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings 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

and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings 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.

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 and a copy of the notice so given of the meeting of the City Council on April 4, 2007, is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

8. 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 members of the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

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

Beverly K. Bridges, CMC, Acting City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of March 7, 2007 Meeting)

EXHIBIT B

(Attach Copy of Notice of April 4, 2007 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

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

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

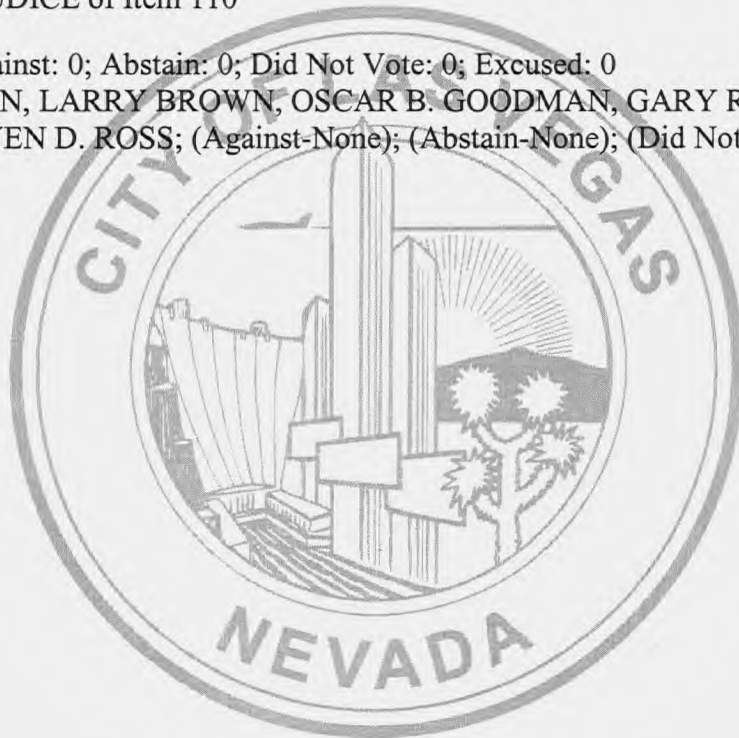
SUBJECT:

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

Motion made by GARY REESE to Hold in Abeyance Items 105-109, Items 123 and 124 to 3/21/2007; Items 127-129 to 4/4/2007; Item 85 to 9/5/2007; and accept the WITHDRAWAL WITHOUT PREJUDICE of Item 110

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: METROPOLITAN POLICE

DIRECTOR: AREA COMMAND

☐ Consent ☒ Discussion

SUBJECT:

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)

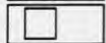
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The subject property was determined to be a chronic nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 and 9.040.020, dealing with nuisances. A Notice and Declaration of Chronic Nuisance was mailed to the property owners to correct the nuisance per Title 9.04.010 and 9.040.020. Today's hearing is to consider the Appeal to the Notice and Declaration of Chronic Nuisance filed by Azalea Peral, property owner and responsible party.

RECOMMENDATION:

That the City Council approve the Notice and Declaration of Chronic Nuisance.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Notice and Declaration of Chronic Nuisance
4. Appeal Letter from Appellant
5. Notice of Appeal and Rescheduled Hearing Letters
6. Submitted at meeting – Zari's Motel Crime Statistics by Metro
7. Verbatim Transcript

Motion made by GARY REESE to Approve the interim conditions pending complaint and possible revocation hearing

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:

CITY COUNCIL MEETING OF: MARCH 7, 2007

APPEARANCES:

OSCAR GOODMAN, Mayor

AZALEA PERAL, Property owner

DAMIAN WALBURN, Sergeant, Las Vegas Metropolitan Police Department

GARY REESE, Councilman

STEVEN ROSS, Councilman

DAN STILL, Deputy City Attorney

STEVE WOLFSON, Councilman

LOIS TARKANIAN, Councilwoman

LARRY BROWN, Councilman

GIOVANI MINOLETTI, Officer, Las Vegas Metropolitan Police Department

AL GALLEGOS, Las Vegas resident

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 7, 2007

DEPARTMENT: Metropolitan Police

ITEM DESCRIPTION: ABEYANCE ITEM - Hearing to consider the appeal regarding the Notice and Declaration of Chronic Nuisance located at 1919 E. Fremont. PROPERTY OWNER: JOSE E. & AZALEA PERAL - Ward 3 (Reese)

The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 and 9.040.020, dealing with nuisances.

A Notice and Declaration of Chronic Nuisance was sent to the property owners requesting they correct the nuisance per Title 9.

Your property continues to be infested with criminal activity and it will no longer be tolerated. We request the following:

1. Hire more security guards and have them work on a 24-hour basis.
2. Provide proof that back ground checks are being conducted.
3. Take a more proactive role in reducing the calls for service which is a result of the enormous amount of criminal activity and poor management skills.
4. Comply with the IDL program.
5. Take a more proactive role in screening tenants.
6. Evict all problem tenants that security or LVMPD informs you of immediately.
7. Call LVMPD's Crime Prevention Specialist for assistance on reducing your property of criminal activity. (Pam Terry 828-4306)

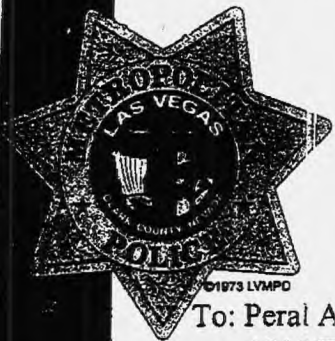
This conduct constitutes a Chronic Nuisance as defined by Las Vegas Municipal Code 9.04.010. Pursuant to Las Vegas Municipal Code 9.040.020, every person who causes or maintains a public nuisance or chronic nuisance, or who wilfully omits or refuses to perform any legal duty relating to the abatement of such a nuisance.

- 1) Shall be guilty of a misdemeanor; or
- 2) Shall be liable civilly to the City and, upon such finding based upon substantial evidence, shall be responsible to pay civil penalties of not more than five hundred dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation.

(B) Each day that a violation of this Section continues, whether pursued criminally or civilly, constitutes a separate violation for purposes of criminal prosecution or civil proceedings.

City of Las Vegas

Today's hearing is to consider the appeal for the Notice and Declaration of Chronic Nuisance filed by Azalea Peral, property owner and responsible party.



BILL
YOUNG,
Sheriff

Las Vegas Metropolitan Police
Department
400 Stewart Avenue
Las Vegas, Nevada 89101-2984
(702) 795-3111

NOTICE AND DECLARATION OF CHRONIC NUISANCE

11-29-06

To: Peral Azalea
1919 E. Fremont

In Response
Please Reply To:
Officer Minoletti
Officer Humphrey
Phone#229-8360

PLEASE TAKE NOTICE that there has been an increase of criminal activity occurring on the premises commonly known as the Zari Motel located at 1919 E. Fremont. Crime Analysis shows that there have been at least 16 nuisance activities that have occurred on your property in the last thirty days. Per Municipal Code 9.04.010, three or more nuisance activities on a single property constitutes a Chronic Nuisance. Your property continues to be infested with criminal activity and it will no longer be tolerated. We request the following:

- 1. Hire more security guards and have them work on a 24 hour basis.
- 2. Provide proof that back ground checks are being conducted.
- 3. Take a more proactive role in reducing the calls for service which is a result of the enormous amount of criminal activity and poor management skills.
- 4. Comply with the IDL program.
- 5. Take a more proactive role in screening tenants.
- 6. Evict all problem tenants that security or LVMPD informs you of immediately.
- 7. Call LVMPD's Crime Prevention Specialist for assistance on reducing your property of criminal activity. (Pam Terry 828-4306)

This conduct constitutes a Chronic Nuisance as defined by Las Vegas Municipal Code 9.04.010. Pursuant to Las Vegas Municipal Code 9.040.020, every person who causes or maintains a public nuisance or chronic nuisance, or who wilfully omits or refuses to perform any legal duty relating to the abatement of such a nuisance.

(1) Shall be guilty of a misdemeanor; or

(2) Shall be liable civilly to the City and, upon such finding based upon substantial evidence, shall be responsible to pay civil penalties of not more than five hundred dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation.

(B) Each day that a violation of this Section continues, whether pursued criminally or civilly, constitutes a separate violation for purposes of criminal prosecution or civil proceedings.

1-PM





BILL
YOUNG,
Sheriff

Las Vegas Metropolitan Police
Department
400 Stewart Avenue
Las Vegas, Nevada 89101-2984
(702) 795-3111

REQUEST FOR ABATEMENT

YOU ARE HEREBY requested to take any and all steps necessary to abate the above nuisance IMMEDIATELY. You have until 12-14-06 to correct and abate this nuisance. I can assist you with suggestions and alternatives that may help in abating this nuisance. Please contact me upon receipt of this notice so that the appropriate corrective actions can begin. Failure to abate this nuisance will result in the implementation of any and all remedial measures available to the City of Las Vegas under Title 9 of the Las Vegas Municipal Code, including civil fines and criminal prosecution. If you wish to appeal this notice, see Las Vegas Municipal Code 9.04.070, attached hereto.

Officer Giovanni Minoletti

cc Councilman Lawrence Weekly
City Attorney



RECEIVED
CITY CLERK

2006 DEC -6 P 3:31

December 5, 2006
Zari's Motel
1919 Fremont St.
Las Vegas NV. 89012

Re: Appeal

City Council:

In response to the notice of Chronic Nuisance posted on my door dated 11-29-06. After reading the requirements by Officer Minoletti I am appealing two items:

- 1- Hire more security guards and have them work on 24hr basis.
- 2- Take a more proactive role in reducing the calls for service which is a result of criminal activity and poor management skills. (Quoting from the letter)

I'm appealing these two items due to the fact that the criminal activity in the downtown area is not my fault or responsibility and I can provide you with my resume to prove that I am more than capable to manage a small 17 unit motel. We can't have more than one security guard because of the cost and need. I am at the property 10 - 12 hours a day, besides, I am paying someone to manage the property that lives there. He is covering the night shift. My husband is also at the property doing maintenance work and cleaning at least 8 hour a day. We can not reduce the calls to the police because they are made to implement the rules that will help us to reduce crime in the area, or because it's a real emergency. All the other items in the letter I'm already complying and even extra precautions had been taken like fencing the property, posting signs to avoid trespassers or visitors, security cameras in every angle of the property, etc...

I called Officer Minoletti to ask for help to prevent and abolish crime around my property, instead of assistance I got a letter of nuisance. I trust your judgment and consideration towards this matter, because I believe I am doing a lot more than expected from any property owner. In the past 15 years my job consisted in buying properties in distress and turned them around to a profitable clean properties and this is the first time I encounter someone blocking my efforts that supposed to be in my side.



Azalea Peral
Property Owner
(818) 268-8908 cell



December 20, 2006

CERTIFIED & REGULAR MAIL

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

Ms. Azalea Peral
1919 East Fremont Street
Las Vegas, Nevada 89012

Re: Notice of Appeal Hearing – Notice and Declaration of Chronic Nuisance on property located at 1919 East Fremont Street

Dear Ms. Peral:

You are hereby notified that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 3rd day of January, 2007, at the hour of 1:00 p.m. This hearing is in response to the letter from you dated December 5, 2006 requesting the same, concerning the Notice and Declaration of Chronic Nuisance on property located at 1919 East Fremont Street.

You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of book, documents or other things by filing an affidavit therefore with the City Clerk on behalf of the Las Vegas City Council.

If you have any questions or need further information please do not hesitate to contact our office at 229-6311.

Sincerely,

A handwritten signature in cursive script, appearing to read "Barbara Jo Ronemus".

Barbara Jo Ronemus
City Clerk

BJR/vwd

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response, Neighborhood Services
Tom Green, Deputy City Attorney
Paul Wilkins, Director, Department of Building & Safety
Ricki Barlow, Ward 5 Liaison

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





December 21, 2006

CERTIFIED & REGULAR MAIL

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

Ms. Azalea Peral
1919 East Fremont Street
Las Vegas, Nevada 89012

Re: Notice of Appeal Hearing – Notice and Declaration of Chronic Nuisance on property located at 1919 East Fremont Street

Dear Ms. Peral:

You are hereby notified that a hearing has been rescheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada from the 3rd day of January, 2007, to the 17th day of January, 2007, at the hour of 1:00 p.m. This hearing is in response to the letter from you dated December 5, 2006 requesting the same, concerning the Notice and Declaration of Chronic Nuisance on property located at 1919 East Fremont Street.

You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of book, documents or other things by filing an affidavit therefore with the City Clerk on behalf of the Las Vegas City Council.

If you have any questions or need further information please do not hesitate to contact our office at 229-6311.

Sincerely,

A handwritten signature in cursive script, appearing to read "Barbara Jo Ronemus", is written over a horizontal line.

Barbara Jo Ronemus
City Clerk

BJR/vwd

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response, Neighborhood Services
Tom Green, Deputy City Attorney
Paul Wilkins, Director, Department of Building & Safety
Ricki Barlow, Ward 5 Liaison
Darcy Hayes, Ward 3 Liaison

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



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:

Ms. Azalea Peral
1919 East Fremont Street
Las Vegas, Nevada 89012

2. Article Number
(Transfer from service label)

7005 3110 0001 3040 7510

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

Francisco Chavez

C. Date of Delivery

12-23-06

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes**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:

uisance/1919 E Fremont St

Ms. Azalea Peral
1919 East Fremont Street
Las Vegas, Nevada 89012

2. Article Number
(Transfer from service label)

7005 3110 0002 6462 7433

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

CITY CLERK

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes



RECEIVED
CITY CLERK

2007 JAN 25 P 1:44

CERTIFIED & REGULAR MAIL

LAS VEGAS CITY COUNCIL

MAYOR

OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)

LARRY BROWN, WARD 4
LANCE WEEKLY, WARD 5
S. L. WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6

CITY MANAGER
DOUGLAS A. SELBY

January 18, 2007

Jose E. and Azalea Peral
394 Gatlingburg Court
Henderson, NV 89012-4861

RE: 1919 Fremont Street

Dear Property Owner:

At the City Council meeting held on January 17, 2007, Agenda Item #82 was held in abeyance and rescheduled to be heard on February 21, 2007. The abeyance was at the request of the Metropolitan Police Department.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:ed

NEIGHBORHOOD
SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382.3045
TTY 702.386.9108
www.lasvegasnevada.gov



LAS VEGAS CITY COUNCIL

MAYOR

OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)

LARRY BROWN, WARD 4
LAWRENCE WEEKLY, WARD 5
STEVE WOLFSON, WARD 2
3 TARKANIAN, WARD 1
VEN D. ROSS, WARD 6

CITY MANAGER
DOUGLAS A. SELBY

February 9, 2007

Metro Appeal Item
Certified/Regular Mail
Return Receipt Requested

Ms. Azalea Peral
1919 East Fremont Street
Las Vegas, NV 89012

Re: Notice of Appeal Hearing – Notice and Declaration of Chronic Nuisance on
property located at 1919 East Fremont Street

Dear Ms. Peral:

At the City Council meeting held on January 17, 2007, Agenda Item #82 was held in
abeyance and is now scheduled to be heard on February 21, 2007. This will be a
hearing in response to the letter from you dated December 5, 2006 requesting the
same, concerning the Notice and Declaration of Chronic Nuisance on property
located at 1919 East Fremont Street.

You may be, but need not be, represented by counsel. You may present any relevant
evidence and will be given full opportunity to cross-examine all witnesses testifying
against you. You may request the issuance of subpoenas to compel the attendance of
witnesses and the production of book, documents or other things by filing an
affidavit therefore with the City Clerk on behalf of the Las Vegas City Council.

If you have any questions concerning this procedure, please contact the
Neighborhood Response Division located in the Department of Neighborhood
Services, by telephoning (702) 229-6615.

Sincerely,

A handwritten signature in black ink, appearing to read "Devin S. Smith".

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:jl

NEIGHBORHOOD
SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
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LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN
GARY REESE, WARD 3
(MAYOR PRO-TEM)
LARRY BROWN, WARD 4
LAWRENCE WEEKLY, WARD 5
STEVE WOLFSON, WARD 2
BOB TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6

CITY MANAGER
DOUGLAS A. SELBY

February 22, 2007

Metro Appeal Item
Certified/Regular Mail
Return Receipt Requested

Jose E. and Azalea Peral
394 Gatlingburg Court
Henderson, NV 89012-4861

**RE: Notice of Appeal Hearing – Notice and Declaration of Chronic Nuisance
on property located at 1919 Fremont Street**

Dear Property Owner:

At the City Council meeting held on February 21, 2007, Agenda Item #63 was held in abeyance and rescheduled to be heard on March 7, 2007.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

A handwritten signature in black ink, appearing to read "Devin S. Smith".

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:ed

NEIGHBORHOOD
SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382.3045
TTY 702.386.9108
www.lasvegasnevada.gov

Zari's Motel
1919 E. Fremont

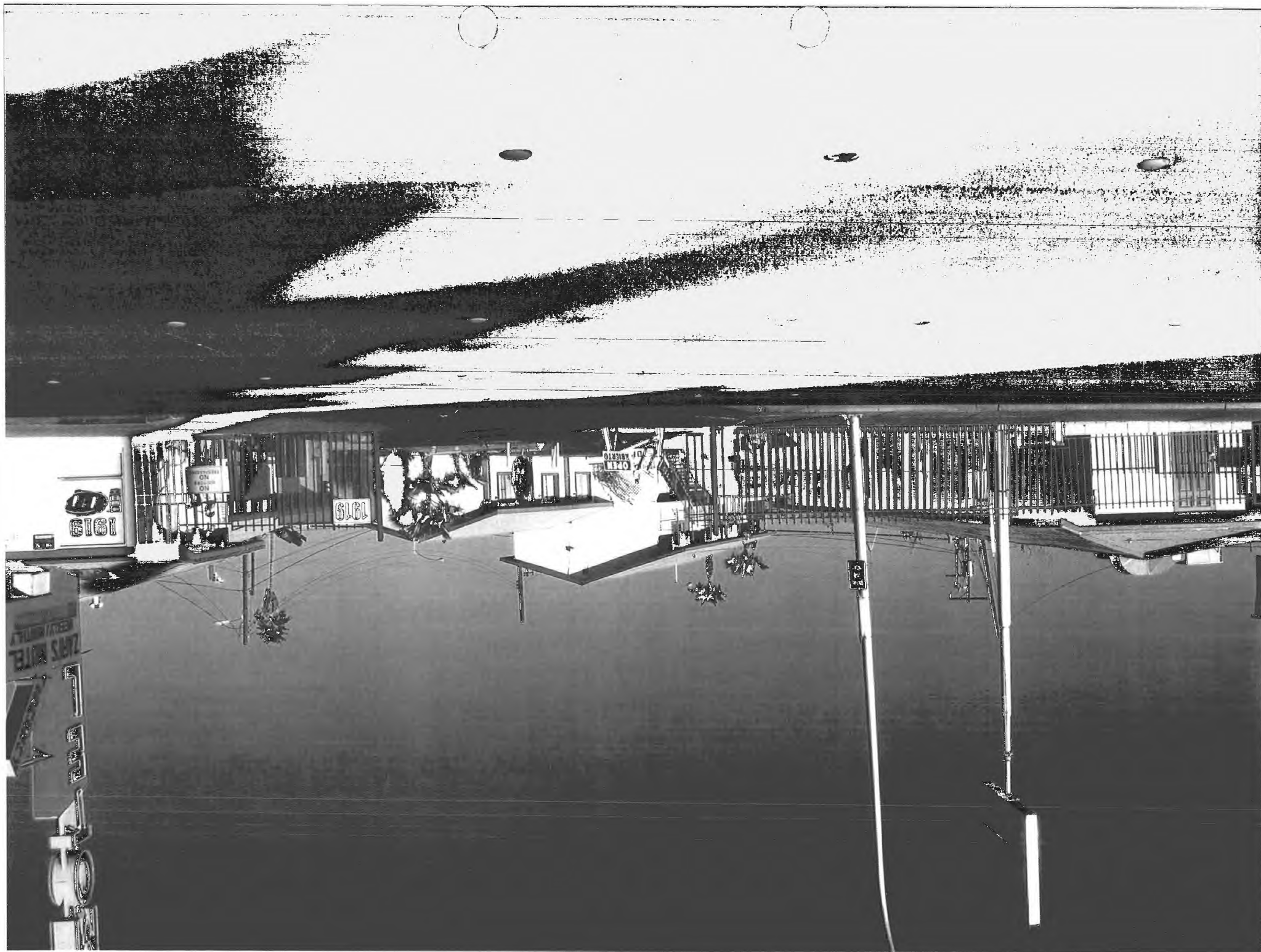
Crime Statistics
2003-2007



City Council

Submitted at City Council

Date 3/7/2007 Item 84



EVENTS THAT LED TO THE CHRONIC NUISANCE LETTER/INVESTIGATION

- CONTINUED COMPLAINTS FROM ALL OFFICERS FROM ALL SHIFTS ABOUT THE HIGH AMOUNT OF CRIMINAL ACTIVITY OCCURRING AT THE ZARI MOTEL.

- A CALLS FOR SERVICE CHECK WAS DONE FOR THE ZARI MOTEL ON 11-29-06 THAT REVEALED THE OWNER'S VIOLATION OF MAINTAINING A CHRONIC NUISANCE 9.04.020 THIS LED TO THE CHRONIC NUISANCE LETTER AND INVESTIGATION.
 - 9 DISTURBANCE CALLS
 - 4 BATTERIES
 - 1 ROBBERY
 - 1 FIGHT
 - 1 MALICIOUS DESTRUCTION OF PROPERTY



**BILL
YOUNG,
Sheriff**

Las Vegas Metropolitan Police
Department
400 Stewart Avenue
Las Vegas, Nevada 89101-2984
(702) 795-3111

NOTICE AND DECLARATION OF CHRONIC NUISANCE

11-29-06

To: Peral Azalea
1919 E. Fremont

In Response
Please Reply To:
Officer Minoletti
Officer Humphrey
Phone#229-8360

PLEASE TAKE NOTICE that there has been an increase of criminal activity occurring on the premises commonly known as the Zari Motel located at 1919 E. Fremont.

Crime Analysis shows that there have been at least 16 nuisance activities that have occurred on your property in the last thirty days. Per Municipal Code 9.04.010, three or more nuisance activities on a single property constitutes a Chronic Nuisance. Your property continues to be infested with criminal activity and it will no longer be tolerated. We request the following:

- **Hire more security guards and have them work on a 24 hour basis.**
- **Provide proof that back ground checks are being conducted.**
- **Take a more proactive role in reducing the calls for service which is a result of the enormous amount of criminal activity and poor management skills.**
- **Comply with the IDL program.**
- **Take a more proactive role in screening tenants.**
- **Evict all problem tenants that security or LVMPD informs you of immediately.**
- **Call LVMPD's Crime Prevention Specialist for assistance on reducing your property of criminal activity. (Pam Terry 828-4306)**

This conduct constitutes a Chronic Nuisance as defined by Las Vegas Municipal Code 9.04.010. Pursuant to Las Vegas Municipal Code 9.040.020, every person **who causes or maintains a public nuisance or chronic nuisance, or who wilfully omits or refuses to perform any legal duty relating to the abatement of such a nuisance.**

(1) Shall be guilty of a misdemeanor; or

(2) Shall be liable civilly to the City and, upon such finding based upon substantial evidence, shall be responsible to pay civil penalties of not more than five hundred dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation.

(B) Each day that a violation of this Section continues, whether pursued criminally or civilly, constitutes a separate violation for purposes of criminal prosecution or civil proceedings.





Las Vegas Metropolitan Police
Department
400 Stewart Avenue
Las Vegas, Nevada 89101-2984
(702) 795-3111

BILL
YOUNG,
Sheriff

REQUEST FOR ABATEMENT

YOU ARE HEREBY requested to take any and all steps necessary to abate the above nuisance IMMEDIATELY. You have until 12-14-06 to correct and abate this nuisance. I can assist you with suggestions and alternatives that may help in abating this nuisance. Please contact me upon receipt of this notice so that the appropriate corrective actions can begin. Failure to abate this nuisance will result in the implementation of any and all remedial measures available to the City of Las Vegas under Title 9 of the Las Vegas Municipal Code, including civil fines and criminal prosecution. If you wish to appeal this notice, see Las Vegas Municipal Code 9.04.070, attached hereto.

Officer Giovanni Minoletti

cc **Councilman Reese**
 City Attorney





Las Vegas Metropolitan Police
Department
400 Stewart Avenue
Las Vegas, Nevada 89101-2984
(702) 795-3111

BILL
YOUNG,
Sheriff

9.04.070 Appeal procedures.

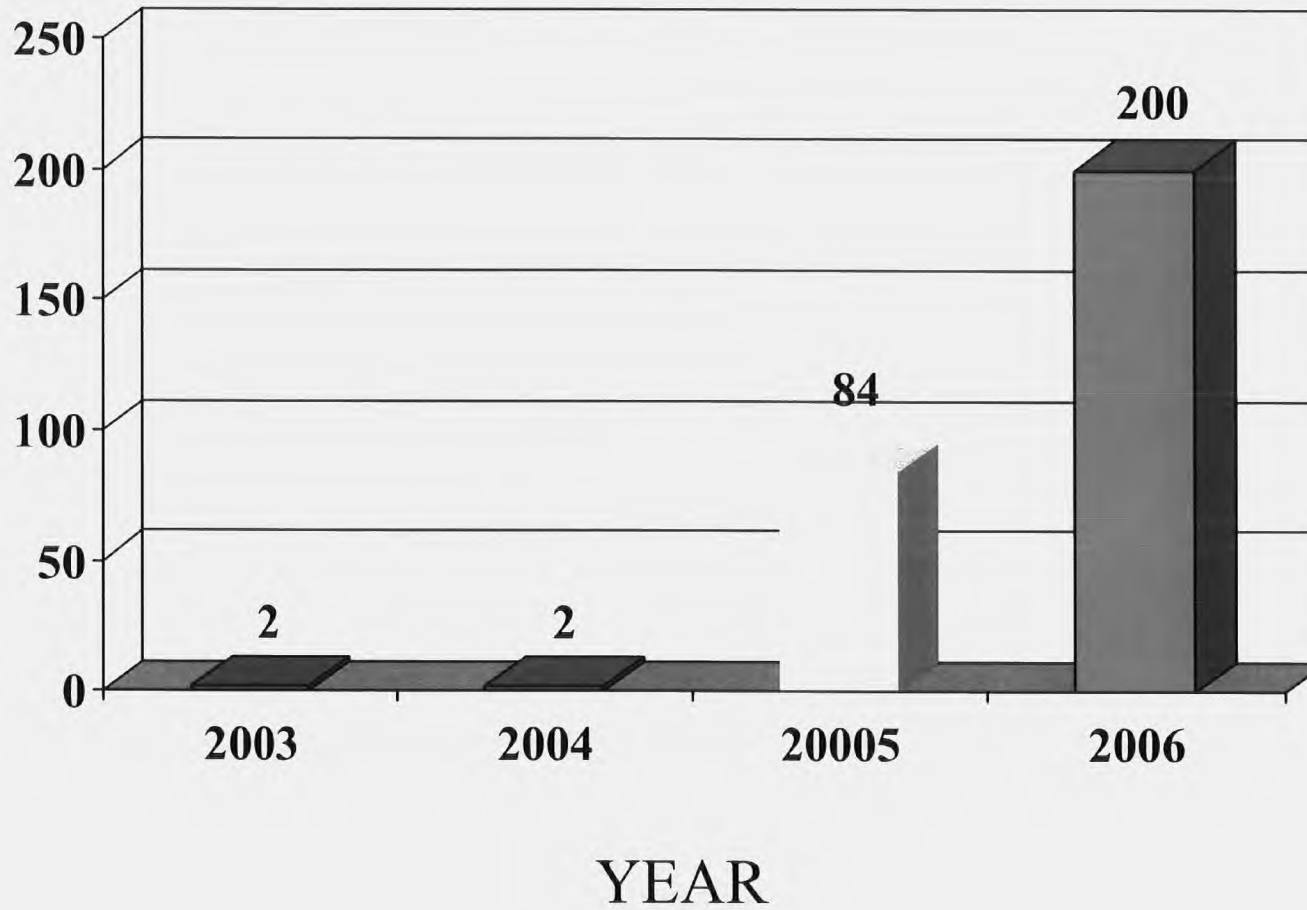
Within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. Any owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.



ZARI'S MOTEL

- Located at 1919 E. Fremont St.
- Only 17 units
- 2003-2 calls for service
- 2004-2 calls for service
- January 2005-Property purchased by Azalea Peral
- 2005-**84** calls for service
- 2006-**200** calls for service
- 2007-Currently 35 calls for service

Zari's Motel



CALLS FOR SERVICE &
PRO ACITVE ACTIVITY

2005 ZARI'S MOTEL CALLS FOR SERVICE

- 3-Assault/Battery
- 3-Gun related
- 2-Assault/Battery w/deadly weapon
- 1-Attempt homicide
- 1-Robbery
- 1-Attempt robbery
- 3-Recovered stolen vehicles
- 2-Burglaries
- 1-Fight
- 1-Fraud
- 1-Narcotics related
- 1-Stolen vehicle

2006 ZARI'S MOTEL CALLS FOR SERVICE

- 9-Narcotics activity
- 8-Wanted subjects
- 8-Assault/Battery
- 4-Robberies
- 2-Kidnappings
- 2-Fights
- 2-Assault/Battery w/gun
- 2-Gun related
- 2-Illegal shootings
- 2-Stolen vehicles
- 1-Burglary
- 1-Narcotics buy

2007 ZARI'S MOTEL CALLS FOR SERVICE

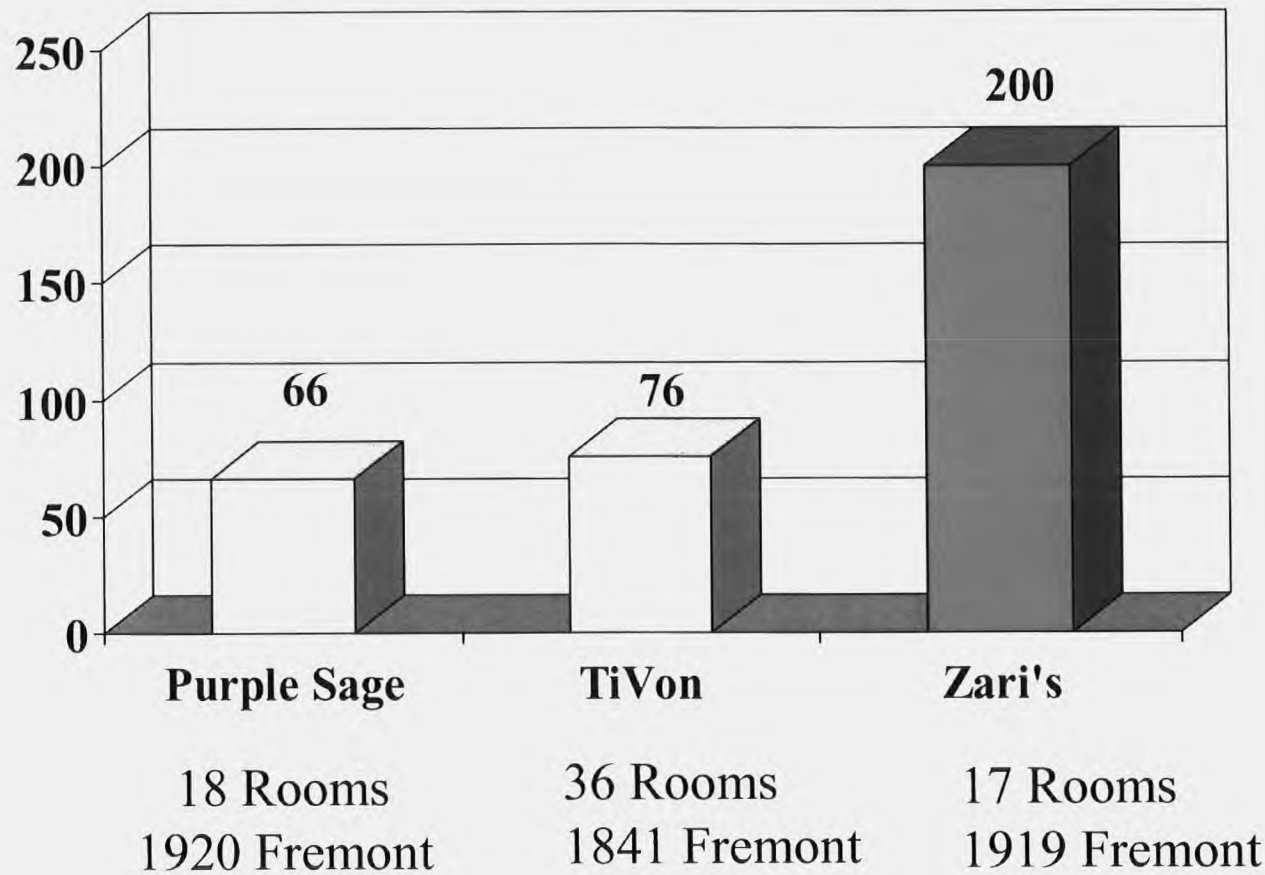
- 2-Narcotics activity
- 2-Narcotics buys
- 2-Wanted subjects
- 2-Buglaries
- 1-Robbery
- 1-Assault/Battery
- 1-Child abuse/neglect
- 1-Search warrant served

2006 Calls for Service

Comparison

- 1919 Fremont-Zaris Hotel
17 rooms
– **200** calls for service
- 1920 Fremont- Purple Sage Motel
18 rooms
– **66** calls for service
- 1841 Fremont-TiVon Apartments
36 rooms
– **76** calls for service

ZARI'S MOTEL



CALLS FOR SERVICE
COMPARISON

TIME LINE AND REQUEST

- 10-30-06-LVMPD CHRONIC NUISANCE TEAMS MEETS AZALEA AT THE ZARI'S TO ASSIST HEALTH DEPT AND REFERENCE THE CRIMINAL ACTIVITY AND HIGH CFS. AZALEA AGREES PAYPHONE IS A CRIMINAL NUISANCE AND WANTS IT REMOVED.

- 10-31-06-PAYPHONE IS DEEMED A CHRONIC NUISANCE AND A REQUEST FOR REMOVAL IS SENT TO THE CITY OF LAS VEGAS BUSINESS LICENSE.

AZALEA MOVES THE PAYPHONE ONTO THE ZARI MOTEL PROPERTY AND STOPS THE REMOVAL PROCESS. SURVEILLANCE SHOWS THE LOCAL DRUG DEALERS AND USERS ARE STILL USING THE PAYPHONE AS A LEGAL REASON FOR LOITERING ON PROPERTY

- 11-20-06-LVMPD MET WITH MANAGER (FRANKY) AND SECURITY GUARD.

SECURITY ADVISED ME OF THREE ROOMS WITH A LOT OF FOOT TRAFFIC AND POSSIBLY SELLING NARCOTICS. WHEN I ADVISED MANAGEMENT OF THE PROBLEM FRANKY TOLD ME "I'M NOT GOING TO DO ANYTHING ABOUT IT. IF THEY ARE COMMITTING CRIMES THEN YOU DO SOMETHING ABOUT IT"

- 11-29-06- CHRONIC DETAIL RECEIVES MORE COMPLAINTS FROM OFFICERS ABOUT THE CRIMINAL ACTIVITY AT THE ZARI MOTEL. CALLS FOR SERVICE WERE CHECKED AND THERE WERE OVER THREE NUISANCE ACTIVITIES FOR A 30 DAY PERIOD (@16 CFS) LVMPD HAND DELIVERED A CHRONIC CRIMINAL NUISANCE LETTER TO AZALEA.

AZALEA EXTREMELY CONFRONTATIONAL

- 11-29-06 - WE REQUESTED SECURITY GUARDS TO WORK ON A 24 HOUR BASIS

AS OF TODAY'S DATE THERE IS NO SECURITY

- 11-29-06-WE REQUESTED OWNER TO CONDUCT BACKGROUND CHECKS ON TENANTS AND PROVIDE PROOF THAT THEY ARE BEING DONE.

NO BACKGROUND CHECKS HAVE BEEN COMPLETED AS OF TODAY'S DATE

- 11-29-06-WE REQUESTED OWNER TO TAKE A PROACTIVE ROLE IN REDUCING THE AMOUNT OF CRIME ON PROPERTY.

HOURS OF SURVEILLANCE SHOW THAT MANAGEMENT IS NOT PROACTIVE

- 11-29-06- WE REQUESTED OWNER TO COMPLY WITH THE IDL PROGRAM DAILY.

NO IDL'S HAVE BEEN COMPLETED SINCE 1-1-07

- 11-29-06-WE REQUESTED OWNER TO CALL LVMPD'S CRIME PREVENTION SPECIALIST FOR ASSISTANCE ON REDUCING CRIMINAL ACTIVITY (CFS)

CRIME SPECIALIST PAM TERRY HAS MADE CONTACT WITH AZALEA AND MANAGEMENT AT LEAST SIX TIMES AND THEY STILL HAVE NOT COMPLIED WITH OUR REQUESTS

- 11-29-06-WE REQUESTED OWNER TO IMPLEMENT A NO VISITOR POLICY

AZALEA POSTS SIGNS BUT HAS NOT ENFORCED THE PROGRAM

- 12-02-06- LVMPD NARCOTIC UNIT BEGINS INVESTIGATION AND CONDUCTS A SUCCESSFUL DOPE BUY.
- 12-08-06-LVMPD NARCOTIC UNIT SERVES A SUCCESSFUL SEARCH WARRANT FOR NARCOTICS.
- 01-05-07 - LVMPD NARCOTIC UNIT CONDUCTS ANOTHER SUCCESSFUL DOPE BUY.
- 01-25-07 - LVMPD NARCOTIC UNIT CONDUCTS ANOTHER SUCCESSFUL DOPE BUY.
- 02-03-07 - LVMPD NARCOTIC UNIT SERVES A SUCCESSFUL SEARCH WARRANT FOR NARCOTICS.
- IT SHOULD ALSO BE NOTED THAT SINCE OUR FIRST MEETING WITH THE OWNER ON 10-30-06, CFS AND CRIME ON THE PROPERTY CONTINUES DESPITE AN INCREASE OF POLICE PRESENCE/ENFORCEMENT ON PROPERTY. ALSO DURING THESE PAST MONTHS WE HAVE MET/SPOKEN TO THE OWNER/MANAGEMENT AT LEAST NINE TIMES AND OUR CRIME ANALYSIS SPECIALIST HAS PROVIDED AND EXPLAINED THE SEVERAL CRIME FREE PROGRAMS THAT WOULD HELP THE OWNER RID THE CRIMINAL ELEMENT FROM HER PROPERTY. DESPITE ALL OF OUR EFFORTS AZALEA PERAL CONTINUES TO BE CONFRONTATIONAL WITH LVMPD OFFICERS AND WILL NOT COMPLY WITH OUR REQUESTS ON HOW TO CLEAN HER PROPERTY.

- LVMPD HAS PUT NUMEROUS HOURS OF MANPOWER AND RESOURCES INTO CLEANING THE ZARI MOTEL OF ITS CRIMINAL ELEMENT. THIS WILL NEVER HAPPEN UNTIL THE OWNER REALIZES THAT SHE IS RESPONSIBLE FOR THE ABATEMENT OF THE CRIMINAL ACTIVITY OCCURRING ON HER PROPERTY.

Las Vegas Metropolitan Police cost break down 2006

Patrol

200 calls for service and pro active activity

Two officers at 32 dollars an hour

1 hour per call = 64 dollars per call

$64 \times 200 = 12,800.00$ dollars

Narcotics

Three narcotics buys conducted on property

Three narcotics detectives at 50 dollars an hour

One hour per buy = 150 dollars per call

$3 \times 150 = 450.00$ dollars

Swat

Two search warrants served on property

Eight man team to include medics and K9 at 50 Dollars an hour

Two hours per warrant = 400 dollars per call

2×400.00 dollars = 800.00 dollars

Chronic Nuisance & Crime preventions specialist

Two officers & One civilian

Case Management, Surveillance, Meetings, Meeting with Owner

40 hours at 35 dollars an hours = 1400.00 dollars

Approximate Total Cost - \$1,5450.00

Approximate Total Man Hours - 472 hrs.

Recommendations

1. \$1,000.00 Per Day For Each Violation/
\$500.00 Per Day For Each Violation

$11/29/06 - 3/7/07 = 99 \text{ days} \times \$1,000.00 = \$99,000.00$

$11/29/06 - 3/7/07 = 99 \text{ days} \times \$500.00 = \$49,500.00$

2. Revocation of Business License

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 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)

APPEARANCE LIST:

OSCAR GOODMAN, Mayor

AZALEA PERAL, property owner

DAMIAN WALBURN, Sergeant, Las Vegas Metropolitan Police Department

GARY REESE, Councilman

STEVEN ROSS, Councilman

DAN STILL, Deputy City Attorney

STEVE WOLFSON, Councilman

LOIS TARKANIAN, Councilwoman

LARRY BROWN, Councilman

GIOVANI MINOLETTI, Office, Las Vegas Metropolitan Police Department

AL GALLEGO, Las Vegas resident

45 minutes

Typed by: Angela Crolli

Proofed by: Ydo Yturralde

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

22 **MAYOR GOODMAN**

23 All right, then, we go to Item Number 84, which is a hearing to consider the appeal regarding the
24 Notice and Declaration of Chronic Nuisance located at 1919 Fremont Street. The property owner
25 is Jose E. and Azalea Peral. This is in Ward 3. Okay, who's representing the –

26

27 **AZALEA PERAL**

28 I'm Azalea Peral.

29

30 **MAYOR GOODMAN**

31 The City? Thank you for announcing your presence. Who's representing the City or is it a
32 presentation by Metro?

33

34 **DAMIAN WALBURN**

35 Presentation by Metro. Sergeant Damian Walburn, Downtown Area Command and Officer
36 Giovanni Minoletti.

37

38 **MAYOR GOODMAN**

39 Okay, very good. Why don't we give a little bit of the background here? The subject property
40 was determined to be a chronic nuisance as defined in Las Vegas Municipal Code Titled nine
41 point O four point O one O and nine point O four O point O two O dealing with nuisances and
42 Notice and Declaration of Chronic Nuisance was mailed to the property owners to correct the
43 nuisance per Title nine point O four point O one O and nine point O four O two O. Today's
44 hearing is to consider the appeal to the Notice and Declaration of Chronic Nuisance filed by
45 Azalea Peral, property owner and responsible party. So, we're going to ask Metro to make their
46 presentation and then, Ms. Peral, you'll certainly have an opportunity to respond.

47

48 **DAMIAN WALBURN**

49 Thank you Mayor and Council. I'd like to put this in the record with the Clerk, please.

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

50 **MAYOR GOODMAN**

51 All right, please.

52

53 **DAMIAN WALBURN**

54 It's a copy of the book.

55

56 **COUNCILMAN REESE**

57 I don't have a copy of that.

58

59 **MAYOR GOODMAN**

60 I do not have a copy.

61

62 **COUNCILMAN REESE**

63 Yes.

64

65 **MAYOR GOODMAN**

66 I do have a copy. Yes, thank you. Thank you. Excuse me.

67

68 **DAMIAN WALBURN**

69 Okay. This is in regards to the chronic nuisance at 1919 East Fremont, the Zari's Motel. The

70 events that led to the chronic nuisance, letter of investigation –

71

72 **MAYOR GOODMAN**

73 Excuse me. I – just have a message that I have to take –

74

75 **DAMIAN WALBURN**

76 Yes, Sir.

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

77 **MAYOR GOODMAN**

78 – what – appears to be an important phone call.

79

80 **DAMIAN WALBURN**

81 Okay.

82

83 **MAYOR GOODMAN**

84 I – would like to participate in this. I'd like to do it from the beginning; so, we'll be in recess for
85 two minutes, if that's okay.

86

87 **DAMIAN WALBURN**

88 Okay, Sir.

89

90 **MAYOR GOODMAN**

91 Thank you.

92

93

RECESS

94

MEETING RESUMED

95

96 **MAYOR GOODMAN**

97 All right. Everybody here?

98

99 **COUNCILMAN REESE**

100 Don't forget your glasses, babe.

101

102 **MAYOR GOODMAN**

103 Councilwoman. Good. All right, everybody's here? Excellent. I'm – very sorry. We're back in
104 session. I apologize to everybody. Yes, Sir.

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ITEM 84

105 **DAMIAN WALBURN**

106 Thank you, Mayor and Council. Again, I'm Sergeant Damian Walburn, Downtown Area
107 Command, and I supervise the chronic nuisance detail. This is in regard to 1919 East Fremont,
108 the Zari's Motel. I provided a copy for record to the City and also one to Ms. Peral.

109

110 **MAYOR GOODMAN**

111 Yes, Ms. Peral, have you had an opportunity to review that?

112

113 **AZALEA PERAL**

114 Yes. Yes, I did.

115

116 **MAYOR GOODMAN**

117 Very good. Thank you.

118

119 **DAMIAN WALBURN**

120 Okay, just to outline the events that led to the chronic nuisance service, which were continued
121 complaints from all officers from all shifts; that's seven days a week, 24 hours a day, that there
122 was a high amount of criminal activity occurring at the Zari's Motel. Secondly, calls for service
123 check was done for the Zari's Motel on eleven twenty-nine of O six, November 29th, last year,
124 that revealed the owners' violation of maintaining a Chronic Nuisance, Ordinance nine O four O
125 two O. This led to the chronic nuisance letter and investigation.

126 Just to outline what actually took place within 30 days. There were nine disturbance calls, four
127 batteries, one robbery, one fight and one malicious destruction of private property. Next we put
128 in the record. This is actually the letter and the Notice of the Declaration of Chronic Nuisance,
129 which specifically outlines that seven items be abeyed; set forth as hire more security guards and
130 have them work on a 24-hour basis; two, provide proof that background checks are being
131 conducted; three, take a more pro-active role in reducing the calls for service, which is a result of
132 a the enormous amount of criminal activity and impropriety on a property; four, comply with the
133 IDL program; five, take a more pro-active role in screening tenants. Next, evict all problem

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

134 tenants that security or Las Vegas Metro Police Department uniforms of informs them of
135 immediately. And next, to call LVMPD's Crime Prevention Specialist for any assistance, as in
136 working with myself and my Chronic Nuisance Detail officers.

137 In the next page there's a request for abatement, which is an order to abate. And next is the
138 Ordinance nine O four O seven zero, which outlines an appeal procedures. If the manager or the
139 owner doesn't want to abate the problems, they have the right to appeal within a time period,
140 which was done here.

141 Next I'm gonna go into a little comparison. For the Zari's Motel located at 1919 East Fremont
142 Street, there's only 17 units within the facility. From 2003 or in two thousand and three there
143 were only two calls for service. In two thousand and four there were two calls for service. In
144 January of 2005 the property purchased by Azalea Peral at that time, there were 84 calls for
145 service. In two thousand and six there were 200 calls for service. In two thousand and seven, the
146 month of January and two weeks in February, there's already been 35 calls for service. Next
147 page –

148

149 **MAYOR GOODMAN**

150 Sergeant –

151

152 **DAMIAN WALBURN**

153 – there's a graph –

154

155 **MAYOR GOODMAN**

156 – may I – ask you this?

157

158 **DAMIAN WALBURN**

159 Yes, Sir.

160

161 **MAYOR GOODMAN**

162 When we say calls for service, the, that's defined?

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

163 **DAMIAN WALBURN**

164 Yes, Sir.

165

166 **MAYOR GOODMAN**

167 Okay, fine.

168

169 **DAMIAN WALBURN**

170 Yes, Sir. And – also to, I wanted to show you the next model where I have Zari's Motel listed at

171 the top –

172

173 **MAYOR GOODMAN**

174 Right.

175

176 **DAMIAN WALBURN**

177 – where it has a comparison of the years –

178

179 **MAYOR GOODMAN**

180 Yeah.

181

182 **DAMIAN WALBURN**

183 – 2003, 2004, 2005 and '06 –

184

185 **MAYOR GOODMAN**

186 Right.

187

188 **DAMIAN WALBURN**

189 – we actually took into account that out of those 200 calls, it may in fact, have been management

190 of the owner who called. Out of those we had 42 calls for service that were actually placed in by

191 the management. So, we wouldn't count those in; however, we show the totals, and if we have a

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

192 pro-active management or an owner, there're not used against that – proprietor. We actually
193 work with them because they're trying to abate the program.

194
195 **MAYOR GOODMAN**

196 Okay.

197
198 **DAMIAN WALBURN**

199 On the next page, this is a breakdown. In two thousand and five at the Zari's Motel calls for
200 service there were three assault and batteries, three gun-related calls for service, two assault and
201 battery with a deadly weapon, one attempt homicide, one robbery, one attempt robbery, three
202 recovered stolen vehicles, two burglaries, one fight, one fraud, one narcotic's related and one
203 stolen vehicle.

204 Next, I broke down two thousand and six for you; nine narcotics activity, eight wanted subjects
205 that were arrested on that property, eight assault and batteries, four robberies, two kidnappings,
206 two fights, two assault and batteries with a gun, two gun-related incidents that weren't related to
207 the other two, two illegal shootings, two stolen vehicles, one burglary and one narcotics buy.

208 When I put narcotics buy in there doesn't mean that someone went and purchased narcotics.
209 That means that our undercover detectives went and did a buy with narcotics or a problem
210 solving unit.

211
212 **MAYOR GOODMAN**

213 So, each one of these incidents is actual, does each one of these incidents represents an arrest or
214 represent the call for service and then the taking of a report?

215
216 **DAMIAN WALBURN**

217 Taking of a report and/or an arrest; it could be both, Sir. For instance, for the wanted subjects,
218 the eight of 'em –

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ITEM 84

219 **MAYOR GOODMAN**

220 Yes.

221

222 **DAMIAN WALBURN**

223 – all eight of those went to jail. However, on the illegal shootings, we might had two illegal
224 shootings, there were no arrests because the suspects were gone on arrival when the officers got
225 there, Sir.

226

227 **MAYOR GOODMAN**

228 Thank you.

229

230 **DAMIAN WALBURN**

231 Yes, Sir. Next, for the two thousand and seven break-down, there's two narcotics activities, two
232 narcotics buy, again that has to do with narcotics and problem solving units; two wanted subjects,
233 both were arrested; two burglaries, one robbery, one assault and battery, one child abuse/neglect
234 call, and one search warrant was served through our Problem Solving Unit, through narcotics and
235 served by the Special Weapons and Tactics Unit on that property.

236 The target that they went to serve the warrant on at that time had actually been moved out by the
237 owner, who stands next to me now, prior to that warrant ever being served, so the target wasn't
238 in at that residence when the warrant was served.

239

240 **COUNCILMAN ROSS**

241 Your Honor?

242

243 **DAMIAN WALBURN**

244 How they knowledge of that prior to –

245

246 **MAYOR GOODMAN**

247 Yes.

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ITEM 84

248 **DAMIAN WALBURN**

249 – we don't know.

250

251 **MAYOR GOODMAN**

252 Excuse me.

253

254 **COUNCILMAN ROSS**

255 Would – you, if I may, Your Honor.

256

257 **MAYOR GOODMAN**

258 Certainly.

259

260 **COUNCILMAN ROSS**

261 Could you repeat that, please?

262

263 **DAMIAN WALBURN**

264 Sir, before, after – Swat had served the warrant on that specific property on that day, at the
265 specific, you know, apartment in question for the impropriety, they went in to get the target out,
266 the person that was selling the narcotics and possibly had firearms, they had been moved from
267 that target into another place on the same property. So, the, you know, just, it moved down
268 another, to another, what's the word; another unit. So, the person who we went to make an arrest
269 on had been previously moved before we ever went in and did any activity. And that –

270

271 **COUNCILMAN ROSS**

272 Thank you.

273

274 **DAMIAN WALBURN**

275 – would have been moved in by the lady next to me.

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ITEM 84

276 **COUNCILMAN ROSS**

277 Thank you, Your Honor.

278

279 **DAMIAN WALBURN**

280 Two thousand and six calls for service comparison. At 1919 Fremont, Zari's Motel, there's 17
281 rooms, as I said earlier, 200 calls for service. Right next door or down the street, at 1920
282 Fremont, Purple Sage Motel has 18 rooms; there's only 66 calls for service. Next 1841 Fremont,
283 which is the TiVon Apartments, there's 36 rooms, they only had 76 calls for service, and that's a
284 comparison with something like or comparable to. There's also a graph on the next page for
285 Zari's Motel calls for service comparison. Out of the 18 rooms, the 36 rooms and the 17 rooms,
286 you can see the difference.

287 On the next page, what I've done is, we actually put down a timeline and request, and the one
288 thing with us is, although we do enforcement, we also have a humanistic approach to this, and
289 the key to anything is communication. We've had 12 meetings with Ms. Peral. They've been
290 done by my crime profession, Crime Prevention Specialist, my Chronic Nuisance officers and
291 also myself. They've been done in person. They've also been done on the telephone. They've
292 also been done on her property. So, we've given her every opportunity. The other unique thing
293 in the Chronic Nuisance Detail, we've abated actively over a hundred projects since this Detail
294 was put into implementation. We've only gone to appeal three times; this is the third. Usually,
295 the owner of the management team will abate it, actively, with Metro, with the City, with crime
296 prevention, i.e. the problem solved. Not in this case.

297

298 **MAYOR GOODMAN**

299 But what do you attribute that to?

300

301 **DAMIAN WALBURN**

302 Lack of management and accountability, Sir. I'm not going to go in the timeline unless we need
303 to through rebuttal. What I'd like to do is go to the last where I actually did a breakdown for the
304 Las Vegas Metropolitan Police cost breakdown to show the man hours and the cost. And this is

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ITEM 84

305 a very, very low ball. A lot of officers putting in overtime; you're making time and a half, you
306 could be up between, you know, 50 dollars on up over to a hundred, depending on the specialty
307 and the training in tactics.

308 We broke this down. For patrol 200 calls for service and pro-active activity, two officers at 32
309 dollars an hour; that's low. One hour per call, 64 dollars per call. Sixty-four times 200, that's
310 \$12,800.

311 For the narcotics team, breakdown there; four hundred and fifty dollars, that's three times. For
312 the Swat Team, two times 400, that's \$800. For an overall breakdown, and I'll go down, 'cause I
313 don't want to seem repetitious here. The approximate total cost is fifteen thousand four hundred
314 and fifty dollars; that's four hundred and seventy-two man hours that we put in the Zari Motel,
315 Sir.

316 On the next page, and this is case and point for the recommendations, and I respectfully ask to be
317 considered, under the old Chronic Nuisance, the civil penalty was \$500. The new one was
318 actually put into effect by the Mayor, yourself, and this Council on the 24th of December in the
319 year two thousand and six. The new civil penalty there is a thousand dollars. We would ask that
320 we go off the old ordinance for 500 a day; that's ninety-nine days; that's \$49,500 in civil
321 penalties to be considered.

322 Secondly, that all seven items listed need to be done or abated immediately. The things that I
323 outlined, like the security, like the no visitation policy, IDL program, and they be done until the
324 revocation hearing, which is next. And I'm going to ask for the revocation of the business
325 license of the Zari is Motel to be considered.

326

327 **MAYOR GOODMAN**

328 All right. Let me ask the City Attorney, what are we being asked to do today?

329

330 **DAN STILL**

331 Well, Your Honor –

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

332 **MAYOR GOODMAN**

333 Are we being asked to rule on whether or not it has been properly declared a nuisance, then
334 impose sanctions or is there a second phase that will be brought before us seeking revocation?

335

336 **DAN STILL**

337 Well, to impose the civil liability, the civil fines, you have to make a finding based upon
338 substantial evidence that a chronic nuisance exists, which is – defined as three or more nuisance
339 activities within a 30-day period. And I'll have Sergeant Walburn articulate that, maybe, just a
340 little clearer so our record is clear. And once that finding –

341

342 **MAYOR GOODMAN**

343 But is that what we are here for today?

344

345 **DAN STILL**

346 Well, no, once that finding is made, then you have the discretion to impose these additional
347 conditions that are, that he's referenced on the back of the booklet that he provided.

348

349 **MAYOR GOODMAN**

350 No, I appreciate that, but there's a suggestion that we impose a \$500 a day fine. Does that take
351 place today? There's a suggestion –

352

353 **DAN STILL**

354 That could take place today within the discretion of the Council, and it could be from zero to
355 however many days there's a on-going violation.

356

357 **MAYOR GOODMAN**

358 And how about the request for revocation? Is that gonna be acted upon today?

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359 **DAN STILL**

360 That wouldn't be acted upon today, Your Honor, that would be a direction to staff to move
361 forward with preparing a complaint –

362

363 **MAYOR GOODMAN**

364 That – was my question.

365

366 **DAN STILL**

367 – and the complaint would come, yes.

368

369 **MAYOR GOODMAN**

370 That's my question. I – just want to know why, what we're supposed to do today.

371

372 **DAMIAN WALBURN**

373 Yes, Sir.

374

375 **MAYOR GOODMAN**

376 If the Council desires a revocation to take place then we would direct the City Attorney to
377 prepare the appropriate pleadings and those would be served on the young lady and she'll have an
378 opportunity to respond with all due process rights attached to it. All right. Thank you.

379

380 **DAMIAN WALBURN**

381 Thank you, Sir.

382

383 **MAYOR GOODMAN**

384 Yes, ma'am.

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385 **AZALEA PERAL**

386 Okay, well. First of all, I apologize if my language is a barrier to tell you exactly what's going on
387 here because I – hear his – presentation, but is – nothing like the way I see it in my point of view.
388 I call Mr. Minoletti, Giovanni Minoletti on October 26th to ask him for advice because Mrs.
389 Wendy Stillman from the Health Department gave me the idea to call him, so he can help me to
390 manage the building in a pro-active way. That building, first of all, was closed for many years
391 until I bought it. It had broken windows, homeless people live in there, no electricity at all, and,
392 of course, there was a lot of crime going on when we bought it. I lived in the 2000 year, I mean,
393 the 2005 year, I live on the property. I live on premises. Yes, there were calls. We had people
394 breaking into the newly fixed apartments. We had to make many calls because prostitutes and
395 drug addicts and all kind of people were used to coming into the property like if it was their
396 home. So, we had to call for help. We had to call for assistance. We installed an electricity and
397 we put light bulbs in every single apartment, outside. Besides that we had six different big lamps
398 that made that place look like a day at night. We also installed security cameras to allow us to
399 see every point of the motel.

400 I never, when I appealed this case, I didn't mean to waste all this taxpayer money or your time or
401 anybody's. The only reason of my appeal is because at the end of this notice it says that if I
402 wasn't, that if I didn't, that I had an objection and I didn't wanna waive my rights, I needed to
403 appeal this letter. So, that's the only reason why I appealed.

404

405 **MAYOR GOODMAN**

406 The –

407

408 **AZALEA PERAL**

409 I didn't mean not to comply.

410

411 **MAYOR GOODMAN**

412 No, there's no problem with you exercising your rights. Nobody's taking issue with that.

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413 **AZALEA PERAL**

414 Okay, because that's – the main thing. I talked with Officer Minoletti two days after I start
415 calling him. I left him three messages on that day that I got the recommendation from the Health
416 Department officer, and she came back the next day, because what happened is that, we had a fire
417 inside this motel. We were running four rooms only from May to November, and you can verify
418 that. We only had four rooms to rent, and all the right side of the motel was closed down. We
419 didn't have electricity, so we had to run an extension cord to put electricity in the other side
420 because we were having a lot of trespassers. The Health Department came over and they gave us
421 a fine because of that extension cord and I explained the situation to Ms. Wendy Stillman and she
422 gave me the phone number of Giovanni Minoletti. He's, she told me to call him because he was
423 going to be able to help me.

424 The – area where I got this motel it's a very high area in crime. So, I called him for advice. He
425 came over, he showed up, like three days later, with a really bad attitude. I – don't know if he
426 was thinking that the reason for my call or Mrs. Wendy also called, was because I was doing
427 something wrong. But he came over really strongly on me. I know he was doing his job, but he
428 was very unprofessional. When he came he started yelling and screaming to me. There was a
429 tenant that passed by, a transvestite, and he told me, what is that thing doing here? And I said,
430 what you mean, what thing? He said that thing. And I said, well, he lives here. And he said,
431 well, he has to go. And I said, how do I evict somebody if he's not doing anything wrong and
432 he's paying his rent? And he just said, well, you have to do what I tell you to do or I'm gonna
433 close this place down. He left really upset. I told him, I call you because I wanted your help. I
434 wanted your advice. And he said you'll get it. You'll get it in writing. You'll get in a letter. Let
435 me have your address. I gave him my address.

436 A month later he came back and he put this on the motel door and he also mailed me a copy. I
437 took care of most of this immediately.

438 About the hiring of security guards, I already had a security guard and by the time he came back,
439 on the 29th, I actually fired him already because he got involved with the people of the street and
440 he wasn't good to the property. He was an escort instead of security guard.

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441 About providing background checks, look, I'll gladly do it for anybody who stays in the place for
442 a month. But how do I do background checks on somebody that comes over and stays there for a
443 day or a, or the weekend?

444

445 **COUNCILMAN WOLFSON**

446 Mayor Goodman?

447

448 **MAYOR GOODMAN**

449 Yes.

450

451 **COUNCILMAN WOLFSON**

452 That was going to be a question I had, and I was going to ask you, Officer. First of all, your
453 report was a very good report, but next time I'd recommend you number the pages so that if I
454 want to refer to a page.

455

456 **DAMIAN WALBURN**

457 Absolutely.

458

459 **COUNCILMAN WOLFSON**

460 And on one of the pages it talks about a request made of this lady to do the background checks.
461 Let me find what I'm talking about.

462

463 **MAYOR GOODMAN**

464 It's under the Notice and Declaration of Chronic Nuisance, dated November 29th '06.

465

466 **DAMIAN WALBURN**

467 Councilman Wolfson, if I may interject on here, she was advised by crime prevention and also by
468 chronic nuisance officers, one standing next to me the other seated. This is more for the weekly
469 and monthlies, not the dailies. That was outlined to her. And case and point, I respect what this

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470 young lady has to say, but then again, instead of talking about impropriety and accountability,
471 we're talking about my officers' ethics and morals, which isn't in question here today.

472

473 **COUNCILMAN WOLFSON**

474 Here's my question. This is the entry I'm – talking about. It's under the timeline.

475

476 **DAMIAN WALBURN**

477 Okay.

478

479 **COUNCILMAN WOLFSON**

480 Thank you, Mayor. It says eleven twenty-nine O six, we've requested owner to conduct
481 background checks on tenants and provide proof they are being done. And I understand you're
482 not so concerned with the dailies 'cause by the time you do a background check, they're gone.

483

484 **DAMIAN WALBURN**

485 Yes, Sir.

486

487 **COUNCILMAN WOLFSON**

488 But how is she gonna do a background check?

489

490 **DAMIAN WALBURN**

491 Background checks, what we're asking with the IDL program, number one, state law we posted
492 within the facility and that's done through the management or the owner, that way that the people
493 that come in, the patron, her establishment or another establishment know that they're
494 accountable, that they work with LVMPD and the City of Las Vegas and that their IDL's done.
495 It, it's simply as something as simple as – getting Social Security numbers, getting dates of birth,
496 getting heights and weights.

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497 **MAYOR GOODMAN**

498 Why don't you tell us what IDL is?

499

500 **DAMIAN WALBURN**

501 (Inaudible) Identify Detect and Locate. And that's what actually helps us hold, for instance, if –
502 you have, let's say, for instance Zari's Motel there's 17 units. Let's say there were three families
503 in there living with children. You wouldn't wanna probably have somebody that come in that's a
504 sex offender registered for – doing something illegal, impropriators with a child. And those are
505 the types of things are available. It – assists management with weeding out people that you
506 wouldn't want on your property.

507

508 **COUNCILMAN WOLFSON**

509 Okay. So, if you're talking about background check, that's a little misleading. What you're
510 taking about is you requested that she get appropriate identifiers on tenants; Social Security
511 numbers, drivers license numbers –

512

513 **DAMIAN WALBURN**

14 Right.

515

516 **COUNCILMAN WOLFSON**

517 – addresses, photo copy of drivers licenses –

518

519 **DAMIAN WALBURN**

520 Right.

521

522 **COUNCILMAN WOLFSON**

523 – things like that.

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524 **DAMIAN WALBURN**

525 Right – each, the one unique thing about Downtown Area Command is, we have a crime
526 profession, Crime Prevention Specialist, I’m sorry. And we have everything from a trespass
527 program to a non-visitor policy, to the IDL, to the records checks, everything is broke down in
528 writing and that’s all been supplied to Ms. Peral, by our CPS. So, that is done that way, and with
529 all the things that I do, I don’t know just about everything, but I make sure that records are kept
530 and that facts are done and that’s why we also keep case files so I can review that things are
531 being done. And I empower my troops to do their job and I know it was done because I spoke to
532 my CPS three times about this, specifically, after talking to this young lady on the telephone.

533

534 **AZALEA PERAL**

535 Yeah, and – everything by their request is absolutely done the way they requested, and as
536 witnesses, it’s their own officers because they come to the property to check.

537

538 **MAYOR GOODMAN**

539 Well, let me ask you some questions, okay.

540

541 **AZALEA PERAL**

542 Sure.

543

544 **MAYOR GOODMAN**

545 And once again, I’m a little fearful, I think this is the first time we’ve used this nuisance
546 ordinance.

547

548 **DAMIAN WALBURN**

549 No, Sir. We had, go ahead ma’am. I’m sorry.

550

551 **COUNCILWOMAN TARKANIAN**

552 No, that’s okay.

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553 **DAMIAN WALBURN**

554 The –

555

556 **MAYOR GOODMAN**

557 Have we used this nuisance ordinance, as far as a hearing is concerned?

558

559 **COUNCILWOMAN TARKANIAN**

560 Well, we used it on the convenience store.

561

562 **MAYOR GOODMAN**

563 Okay, that's a little different. I'll tell you why I'm a little concerned, because one of the

564 provisions makes it a criminal act for failure to do certain things. And I'm fearful, with all due

565 respect, that she could be tending to incriminate herself if she answers some of the questions.

566 You – understand that you could have a lawyer here to giving you guidance if, number one, you

567 want one. We can't, I don't believe that the law provides us to appoint one even if you can't

568 afford it, under a misdemeanor circumstance. But have you talked to a lawyer about this?

569 **AZALEA PERAL**

570 I talked with a lawyer about it because Officer, the Sergeant, he – advised me to get a lawyer.

571 But I really thought I wasn't being –

572

573 **MAYOR GOODMAN**

574 No, I understand that. You may think one thing and another thing may be happening, because I

575 wanted to ask you some questions and if you answer the questions the wrong way, you could be

576 tending to incriminate yourself.

577

578 **AZALEA PERAL**

579 Oh, well I explained the lawyer or I called a lawyer and told him what was going on and he told

580 me that if – they were doing this with everybody or just with me. And I said, well, I went to

581 knock on every motel to check and this is a personalized to Zari's.

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582 **MAYOR GOODMAN**

583 (Inaudible)

584

585 **AZALEA PERAL**

586 So, he told me to come over here and check because I – am appealing the case.

587

588 **MAYOR GOODMAN**

589 No, I understand that but –

590

591 **AZALEA PERAL**

592 Is, I'm not being accused here. I'm not –

593

594 **MAYOR GOODMAN**

595 Well –

596

597 **AZALEA PERAL**

598 – defending myself.

599

600 **MAYOR GOODMAN**

601 – I want to ask you, did you hire more security guards after you got, received the letter on

602 November the 29th of two thousand and six, security guards would work there 24 hours a day?

603

604 **AZALEA PERAL**

605 My son lives there, Sir –

606

607 **MAYOR GOODMAN**

608 No, that's not answering my –

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609 **AZALEA PERAL**

610 – and we –

611

612 **MAYOR GOODMAN**

613 No, answer my question, please.

614

615 **AZALEA PERAL**

616 Yeah, no, I did not. I –

617

618 **MAYOR GOODMAN**

619 Okay, see, that's what I'm worried about. Mr. Stills what do you say?

620

621 **DAN STILL**

622 Well, Your Honor, we're here on the civil appeal. There is no criminal case pending concerning
623 this matter. She has not ever been cited, that I'm aware of. I'm relying on the Sergeant to tell us
624 definitively. But I am –

625

626 **DAMIAN WALBURN**

627 No cites.

628

629 **DAN STILL**

630 – not aware of any citations. So, rather than proceed within the context of Municipal Court
631 through a criminal citation, they've chosen to take it through the civil process. Now, the, I guess,
632 technically, they could do both, but practically, it won't happen.

633

634 **MAYOR GOODMAN**

635 All right.

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636 **COUNCILMAN WOLFSON**

637 (Inaudible)

638

639 **MAYOR GOODMAN**

640 Right. Okay. You're – let's put it this way, you're proceeding at your own peril. If you want to
641 get a lawyer, I'll let you get a lawyer.

642

643 **AZALEA PERAL**

644 Okay.

645

646 **MAYOR GOODMAN**

647 And in the meantime, the City Council will be at liberty to accept the motion to begin revocation
648 proceedings, no matter what your decision is, and then you can make your presentation by having
649 counsel with you or representing yourself, whatever your pleasure is, Ma'am. I'm just trying to
650 protect your rights.

651

652 **AZALEA PERAL**

653 Right. Well, if that's the case, then I'll get a lawyer.

654

655 **MAYOR GOODMAN**

656 All right. I think that's probably in her best interest and we'll proceed today. I believe that the
657 Mayor Pro Tem has a motion.

658

659 **COUNCILMAN REESE**

660 Yes, Your Honor. I –

661

662 **COUNCILMAN ROSS**

663 Your Honor?

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664 **MAYOR GOODMAN**

665 Yes.

666

667 **COUNCILMAN ROSS**

668 May I make a couple of comments before you make that motion, Mayor Pro Tem?

669

670 **MAYOR GOODMAN**

671 Certainly.

672

673 **COUNCILMAN ROSS**

674 And – Sergeant, I – just, there're other properties that face the same issue as a nuisance, and if

675 you don't mind indulging me a little bit, Your Honor, I appreciate that.

676

677 **MAYOR GOODMAN**

678 Go ahead.

679

680 **COUNCILMAN ROSS**

81 Did the other properties also help you with the IDL program?

682

683 **DAMIAN WALBURN**

684 Sir, I'm gonna let Officer Minoletti answer this because he's gonna tell you specifically how

685 many properties we're working with. And to answer that question specifically, yes, many

686 properties, and there's, I think, over a hundred in downtown that participate in the IDLs.

687

688 **COUNCILMAN ROSS**

689 Well, and as he's preparing to answer that question, it seems to me that those other properties are

690 being pro-active enough to help us clean up the streets in the downtown area.

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691 **DAMIAN WALBURN**

692 Yes, Sir.

693

694 **COUNCILMAN ROSS**

695 So, they're helping your team do exactly what they need to do.

696

697 **DAMIAN WALBURN**

698 Yes, Sir.

699

700 **COUNCILMAN ROSS**

701 And I'm not recognizing with that with this particular agenda item.

702

703 **DAMIAN WALBURN**

704 That's correct. There's only been one name faxed in an the IDL program in five months to my
705 office, and we went and checked records yesterday with our CPS and none of this stuff had been
706 done yet. Matter of fact, it took 30 minutes to locate paperwork that should have been out for her
707 management or her family, whoever's in that office. We had to dig for 30 minutes to find it, in
708 her best interest, not to be used against her or no things here today to that effect.

709

710 **COUNCILMAN ROSS**

711 Well, without -- her getting legal counsel on the other side --

712

713 **DAMIAN WALBURN**

714 Yes, Sir.

715

716 **COUNCILMAN ROSS**

717 -- it appears to me that your team has done, been pro-active, taken a pro-active approach to this
718 property.

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719 **DAMIAN WALBURN**

720 Yes, Sir.

721

722 **COUNCILMAN ROSS**

723 And I'm going to refer your attention to this graph here regarding the other properties downtown.

724 The Purple Sage, which has 18 rooms, 66 calls for service. The TiVon, 36 rooms, 76 calls for

725 service. When, where's the line of demarcation here that says, hey, we got a serious problem

726 here. We're – not getting cooperation, you know, we're spending so far four hundred and

727 seventy-two man hours, including the time it's taken you guys to be sitting down here with us

728 today. I mean, this is costing taxpayers a lot of money. But where's that line that says, you

729 know, enough's enough. We need to bring this to the Council. Is this it, the 200 calls for

730 service?

731

732 **DAMIAN WALBURN**

733 It's when the line of, Sir, it's when the line of communication breaks down. It's when,

734 repetitiously, sergeant after sergeant approaches me and officer after officer approaches my office

735 and talks about the impropriety and the culpability or lack of accountability by the manager or the

736 owner. When officers are coming to me saying they're chasing drug dealers onto the property

737 into rooms with firearms and things like that, we step it up a notch. We also do more

738 communication where we'll try and sit down or have a telephone conversation if somebody isn't

739 within Las Vegas. Okay, or like, Mr. Peral wasn't available and so we talked on the phone on a

740 previous matter. It's when everything breaks down, it's when we have a totality, and then when

741 you put everything to black and white and you look at the facts and circumstances, it is very

742 overwhelming and that's why we're here today because there's no accountability on her part. It's

743 always, well, how come you're not talking to the TiVon. Well, we do look at other properties,

744 we do work with and abate other properties, but we're talking about yours. We're not picking on

745 her. It's not set out. But like I said earlier to the Council and the Mayor, we've done over a

746 hundred of these properties through the chronic nuisance where we sent the letter out and without

747 a knee jerk reaction, we set up meetings that are, you know, facilitated by the City Attorneys,

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748 sometimes by liaisons that some are present here in the – chamber today. And through the
749 communication we could work it out because there's positive attitude and we want them to
750 succeed. It's good for the City, it's good for us, it's safer for my officers. But when it just gets,
751 it's unsafe, we have to take it forth.

752

753 **COUNCILMAN ROSS**

754 Your Honor, if I may, and you hit it right there on the head. I mean, here we've got a property
755 with 200 calls for service, let's forget the taxpayers' dollar being spent, the man hours being
756 spent, let's go directly to officer safety –

757

758 **DAMIAN WALBURN**

759 Yes, Sir.

760

761 **COUNCILMAN ROSS**

762 – and to public safety, being our primary concern, in regards to what's happening downtown. I
763 mean, this is a scary thing and I'm grateful that you put this together 'cause it certainly helps me
764 understand your program better. And I ask you specific questions so that the audience could also
765 understand how this program works so that you're being pro-active out there in your efforts to
766 work with these property owners to help them with their challenges so they can also be
767 successful downtown. Thank you, Your Honor.

768

769 **MAYOR GOODMAN**

770 Councilman Brown.

771

772 **COUNCILMAN BROWN**

773 Sergeant, with the IDL program, is that a policy or is that part of City ordinance or state law?

774

775 **GIOVANI MINOLETTI**

776 Do you know any better? It's an option. I think it's an option (inaudible) policy. Is that correct?

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777 **DAMIAN WALBURN**

778 I would say it's geared to a more, within policy and I think it's an effective tool used in many law
779 enforcement jurisdictions to partner with the community because we can't do it alone; we have to
780 work with the private sector and it's an effective tool to do that.

781

782 **COUNCILMAN BROWN**

783 And just, the notice of declaration of chronic nuisance that list those seven recommendations or
784 requests from Metro via the owner receives that, does she signs something acknowledging she
785 has received it?

786

787 **DAMIAN WALBURN**

788 (Inaudible) go ahead.

789

790 **GIOVANI MINOLETTI**

791 Mayor and Council, to answer that question, we send a letter both certified so we get a signature
792 on a return, and in most cases we're going to try hand-deliver also so we can testify that we hand-
793 delivered this and the owner will get it.

794

795 **COUCILMAN BROWN**

796 Appreciate that. And then just to make sure I'm clear on this, the CPS is a Crime Prevention
797 Specialist and in that first declaration it indicates that you're recommending that they contact a
798 Pam Terry.

799

800 **DAMIAN WALBURN**

801 Yes.

802

803 **COUNCILMAN BROWN**

804 In your backup it indicates that, since eleven twenty-nine, Crime Specialist Terry has made
805 contact with the management at least six times.

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806 **DAMIAN WALBURN**

807 Yes.

808

809 **COUNCILMAN BROWN**

810 So, it's not that the letter just stays there. You continue to be interactive with the applicant to see

811 –

812

813 **DAMIAN WALBURN**

814 Yes.

815

816 **COUNCILMAN BROWN**

817 – that these things are being followed?

818

819 **DAMIAN WALBURN**

820 Yes.

821

822 **AZALEA PERAL**

823 I have been talking with Pam Terry, mainly because I call her because I report myself if I'm

824 going to be sick and I'm not going to come to the property two or three days. She knows

825 everything that's going on there. I had been doing the IDLs; they told me not to fax it to their

826 office. I am faxing it to Mike Shendrick and I can provide you with the fax number so you can

827 verify that they have been faxed.

828

829 **MAYOR GOODMAN**

830 I – think – it's probably in your best interest, based on where we stand at this point in time, to let

831 the Mayor Pro Tem make a motion, then you'll have the opportunity to have an attorney with

832 you, if you like –

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833 **AZALEA PERAL**

834 Okay. That, that's fine.

835

836 **MAYOR GOODMAN**

837 – and be able to give a full response to the allegations. I – think that's a fairest way to handle
838 this.

839

840 **AZALEA PERAL**

841 Okay. Well, that's – perfectly fine. But if you read my letter of appeal, I thought I was
842 complying with everything, except for the fact of hiring more security guards because it's such a
843 small property.

844

845 **MAYOR GOODMAN**

846 I – understand. The problem is that Metro officers, they don't agree with you and that's the
847 reason we find ourselves where we are today. So, I think it's best that you have somebody who's
848 able to represent your interest and probably more level playing field to help us make our
849 decision.

350

851 **AZALEA PERAL**

852 That's perfectly fine.

853

854 **MAYOR GOODMAN**

855 Okay, good. Mayor Pro Tem?

856

857 **COUNCILMAN REESE**

858 Thank you, Your Honor. I think –

859

860 **MAYOR GOODMAN**

861 It's – not a public hearing.

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862 **AL GALLEGO**

863 Well, I think you need to look at some facts that you, maybe – you don't realize. My name is Al
864 Gallego. Most of these phone calls have been made to 9-1-1 or to Metro had been done by this
865 family, the majority of them.

866

867 **MAYOR GOODMAN**

868 That's why I want her to have a lawyer with her.

869

870 **AL GALLEGO**

871 I understand that, but the majority of them, and another thing that I got kind of upset was, at the
872 last City Council meeting this couple was here all day long. Nobody told them that it was going
873 to be abeyed or anything. Have courtesy to tell that is going to be, that they're not going to be
874 here. They were here all day long from seven thirty until five o'clock. Have a courtesy. And this
875 woman, with 17 units, well, I'm telling you, I'm kind of dis, devastated of what's going on.
876 They're trying to make just a little bit of money trying to clean up this motel. It's been vacant for
877 years, years and years. That, I've seen Metro down there all the time. Now they – want to charge
878 her for it? Thank you.

879

880 **MAYOR GOODMAN**

881 Right. All right, Mayor Pro Tem do you have a motion, please?

882

883 **COUNCILMAN REESE**

884 Yes, Your Honor. I'm going to need Mr. Still's help here. In order to have a revocation hearing,
885 I think we have enough evidence here to request that we have a revocation hearing. Is there a
886 certain amount of time I have to give or what do we have to do? And during this period of time,
887 what can I do or what can we, as a City Council, do to make sure that there's at least some kind –
888 of compliance, that there are licensed, regulated security people at this location during this time.

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889 **DAN STILL**

890 I'll try to take those one at the time. First, the revocation hearing, basically part of your motion
891 could be to direct staff to move forward with the revocation hearing on this particular property
892 that would then initiate Business Licensing to prepare a packet, send it to our office, the
893 complaint would be prepared, put on the agenda, the Council would approve the complaint and
894 the hearing date will be set. So, that would, I'm guesstimating that would take probably 45 to 60
895 days. Within that period of time, I know you're concerned with what conditions you could put
896 on the property in the meantime to try to get it under control. I would defer to Metro, but
897 certainly the items, the seven items that they, that you've been talking about here seem to be the
898 items that they're identifying as things that this property owner could do.

899

900 **COUNCILMAN REESE**

901 But again though, they have asked her to do that in the past and she hasn't done that.

902

903 **AZALEA PERAL**

904 I have, Sir. I have.

905

906 **MAYOR GOODMAN**

907 See, that's going to be –

908

909 **AZALEA PERAL**

910 You can – verify that.

911

912 **MAYOR GOODMAN**

913 – that's going to be the point of contention at the hearing.

914

915 **DAN STILL**

916 Well, but it could –

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

917 **COUNCILMAN REESE**

918 The one – she says they have, we just asked her about security and she admitted she had not
919 security.

920

921 **AZALEA PERAL**

922 Sir, those are the items that I appeal and that's the main reason why I appeal those items,
923 because, to me, they seem unreasonable, to put two security guards, 24 hours a day in a 17-unit
924 motel? You can cross that –

925

926 **COUNCILMAN REESE**

927 Appar, apparently, it has to be, they have to have somebody there to make sure we don't have all
928 these calls for service at this location.

929

930 **AZALEA PERAL**

931 We are there, Sir.

932

933 **COUNCILMAN REESE**

934 Well –

935

936 **AZALEA PERAL**

937 And – last month we only had seven units rented.

938

939 **COUNCILMAN REESE**

940 Okay.

941

942 **AZALEA PERAL**

943 Most of the place was vacant, so, I don't see where are those calls coming from. The rooms
944 don't even have phones; we have one public phone that they asked me to be remove.

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

945 **MAYOR GOODMAN**

946 Okay. I really –

947

948 **AZALEA PERAL**

949 I always requested that.

950

951 **MAYOR GOODMAN**

952 – I really think that you should save this for when you’re back here the next time.

953

954 **AZALEA PERAL**

955 All right, if that’s the case. But I’m already doing everything they’ve requested, except for the
956 security guards.

957

958 **MAYOR GOODMAN**

959 Well, the first question I asked you, you said you didn’t do it. So –

960

961 **AZALEA PERAL**

962 Sir –

963

964 **MAYOR GOODMAN**

965 – take that for what it’s worth. Don’t argue with me be –

966

967 **AZALEA PERAL**

968 Okay.

969

970 **MAYOR GOODMAN**

971 – it’s not going to do any good.

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

972 **AZALEA PERAL**

973 All right. But my appeal letter is because of those security guards. You can read it. It says there
974 clearly.

975

976 **MAYOR GOODMAN**

977 Okay.

978

979 **COUNCILMAN REESE**

980 I would ask staff to prepare a revocation hearing, as soon as possible, on Item 84. And I
981 would also have, make in my motion, there has to be licensed security officers at this
982 location until the public hearing.

983

984 **MAYOR GOODMAN**

985 All right. That's it. And that's the motion. Now, I wanna warn you once again, I'm trying – to
986 help you here by warning you, you should have a lawyer –

987

988 **AZALEA PERAL**

989 Okay, fine.

990

991 **MAYOR GOODMAN**

992 – have your lawyer get in touch with the officer, the Sergeant.

993

994 **COUNCILMAN REESE**

995 And I –

996

997 **MAYOR GOODMAN**

998 Unfortunately, for – you, you're going have to do what this motion says and that's hire a security
999 guard whether you like it or not because if you don't do it when you're ordered to do it, that
1000 could result in criminal liability, and I would hate to have that happened to you.

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

1001 **AZALEA PERAL**

1002 Yea, I – I'll do it, even though it's not affordable, but I'll do it.

1003

1004 **MAYOR GOODMAN**

1005 Okay. But please work closely, either yourself or your lawyer with Metro to try to make sure that
1006 when you come back to us maybe we'll say, you know, you really made an effort and it might
1007 have some bearing on what we're going to do.

1008

1009 **AZALEA PERAL**

1010 It is surprising to me, Sir, that they're saying that I haven't make (sic) an effort when –

1011

1012 **MAYOR GOODMAN**

1013 Well –

1014

1015 **AZALEA PERAL**

1016 – yesterday I talked with Pam Terry and she told me everything was okay.

1017

1018 **MAYOR GOODMAN**

1019 – well, apparently it's not, that's why we're here today.

1020

1021 **AZALEA PERAL**

1022 Okay.

1023

1024 **MAYOR GOODMAN**

1025 Okay.

1026

1027 **COUNCILMAN REESE**

1028 Mr. Still, are there anything else we need to add to the motion?

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

1029 **DAN STILL**

1030 Well, other than the security guards, Councilman Reese, I would defer to Metro. I – when it
1031 comes to the background checks, I, if you want to have them do some kind, you know, impose
1032 some kind of a condition that the owner provides adequate proof to Metro on a regular basis,
1033 something to that effect, so that they can get that information. That's about the only other thing
1034 that I see within the seven items that would be effective, maybe, during this 45 to 60-day period.

1035

1036 **COUNCILMAN REESE**

J37 (Inaudible). Damian?

1038

1039 **DAMIAN WALBURN**

1040 Sir, even with the identification, okay, the IDL is something that's gonna be very proactive and
1041 help solve some of the problems for the officers' safety and public safety and awareness until the
1042 revocation hearing.

1043 Going through the records and talking to Mr. Peral and the people in the office, you know, even
1044 accepting someone with identification as a patron would be wonderful, instead of seeing a copy
1045 of somebody's temporary custody record or a copy of somebody's ticket, in a – room. That –
1046 doesn't help us out because it could be somebody else totally different. We need picture IDs, we
1047 need things like that that are conducive to be an accountable as a management or owner. So, you
1048 know, when we've gone through records, we found things like that; TCR copies, copies of
1049 tickets. We need – people that actually have, you know, identification, maybe a picture ID so
1050 you know who they are, so, that information is readily available because you're also going to
1051 weed out impropriety before you actually rent a room to that person.

1052

1053 **COUNCILMAN REESE**

1054 Your Honor, if I could.

1055

1056 **MAYOR GOODMAN**

1057 Yes.

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

1058 **COUNCILMAN REESE**

1059 If you go over there this afternoon, is there records that you can see who's staying at this
1060 complex?

1061

1062 **AZALEA PERAL**

1063 Absolutely, yes.

1064

1065 **DAMIAN WALBURN**

1066 We were just there.

1067

1068 **GIOVANI MINOLETTI**

1069 Councilman, we went there yesterday to do that – check and it took at least, probably 20 minutes
1070 to half an hour for the manager in there to find the paperwork to hand to us. And most of it we
1071 require proof of background check to be done, IDL program, trespass program, room ledger, and
1072 we went, numerous times we've gone over with Ms. Peral. It took a half an hour to get just the
1073 people who were rented to the rooms and the other stuff was never found. We pulled one IDL
1074 that was done last week, but was never sent in.

1075

1076 **AZALEA PERAL**

1077 Oh, no, that's absolutely not true.

1078

1079 **GIOVANI MINOLETTI**

1080 And I should –

1081

1082 **AZALEA PERAL**

1083 I mean absolutely.

1084

1085 **MAYOR GOODMAN**

1086 Make your motion.

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

1087 **AZALEA PERAL**

1088 You can go, you can send somebody over and –

1089

1090 **MAYOR GOODMAN**

1091 All right.

1092

1093 **COUNCILMAN REESE**

1094 I will –

1095

1096 **AZALEA PERAL**

1097 – you can check all the files.

1098

1099 **MAYOR GOODMAN**

1100 Just make a motion.

1101

1102 **COUNCILMAN REESE**

1103 I will also –

1104

1105 **AZALEA PERAL**

1106 Everybody has an ID.

1107

1108 **COUNCILMAN REESE**

1109 – I would also make it a condition that they have the IDL checks available so that when the
1110 officers go in they can see who's staying at this motel. And that would be part of my motion.

1111

1112 **MAYOR GOODMAN**

1113 All right, that's the motion. Let's vote on it, please. Post. Motion carries. **(Motion carried**
1114 **unanimously).** Ms. Peral, when you get a lawyer, have them call Metro.

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

1115 **AZALEA PERAL**

1116 I will, but you know what, you can send somebody over to the property –

1117

1118 **MAYOR GOODMAN**

1119 They already –

1120

1121 **AZALEA PERAL**

1122 – check every file.

1123

1124 **MAYOR GOODMAN**

1125 – they did yesterday and didn't find what they wanted. So --

1126

1127 **AZALEA PERAL**

1128 They're lying.

1129

1130 **MAYOR GOODMAN**

1131 – they're lying?

1132

1133 **AZALEA PERAL**

1134 Yes, they are.

1135

1136 **MAYOR GOODMAN**

1137 Well, that doesn't help you.

1138

1139 **AZALEA PERAL**

1140 They are.

1141

1142 **MAYOR GOODMAN**

1143 Let the –

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

1144 **AZALEA PERAL**

1145 I'm sorry, but they are.

1146

1147 **MAYOR GOODMAN**

1148 That's why I say, you better get a lawyer because when you call them a liar, they get angry.

1149

1150 **AZALEA PERAL**

1151 Yeah, I know. I know.

1152

1153 **MAYOR GOODMAN**

1154 Okay.

1155

1156 **AZALEA PERAL**

1157 All this issues is because of Officer Minoletti, that's – the problem.

1158

1159 **MAYOR GOODMAN**

1160 Okay, you're not helping yourself.

1161

1162 **AZALEA PERAL**

1163 Yeah, I'll get a –

1164

1165 **COUNCILWOMAN TARKANIAN**

1166 Mr. Mayor?

1167

1168 **MAYOR GOODMAN**

1169 Yes.

1170

1171 **AZALEA PERAL**

1172 – a lawyer.

CITY COUNCIL MEETING OF
March 7, 2007
VERBATIM TRANSCRIPT – ITEM 84

1173 **COUNCILWOMAN TARKANIAN**

1174 I would just like to say that, it's my understanding that Boulder Area Command has, in the area
1175 they represented downtown had a very significant decrease in crime, and I think it's because they
1176 have been this pro-active and this is maybe why we have a decrease in crime, which is what we
1177 need to build that great City downtown that you talk about. It's just what I want to say.

1178

1179 **MAYOR GOODMAN**

1180 Okay. All right.

1181

1182 **DAMIAN WALBURN**

1183 Thank you Mayor and Council.

1184

1185 **MAYOR GOODMAN**

1186 We'll see you all back here.

1187

1188 **COUNCILMAN REESE**

1189 Thanks.

1190

1191 (END OF DISCUSSION)

1192 /ac;yy

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

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN K. HARSIN

☐ Consent ☒ Discussion

SUBJECT:

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)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The subject properties were determined to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, dealing with nuisances. Nuisance Notice and Orders to Comply were mailed to the property owners to correct the nuisances per Title 19.04.010 - Permissible Uses: Commercial Parking allows only temporary parking and not the storage of vehicles; 19.20 - Storage: A space or place where goods, materials or personal property is placed and kept for more than 24 consecutive hours; 19.20 - Commercial Parking: A facility for parking that is operated as a business enterprise by charging the public a fee and is not reserved or required to accommodate occupants, clients, customers or employees of a particular establishment or premises; and 19.20 - Stored: With reference to vehicles or vehicle parts, allowed to remain in one place for more than 72 consecutive hours. Copies of the notices were also posted on the properties. Today's hearing is to consider the appeal from Nuisance Notice and Orders to Comply filed by Lionel Sawyer and Collins on behalf of Shirazi, LLC.

RECOMMENDATION:

That the City Council approve the Nuisance Notice and Orders to Comply.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Nuisance Notice and Orders to Comply dated January 17, 2007
4. Nuisance Notice and Orders to Comply dated December 22, 2006
5. Appeal Letter from Appellant
6. Notice of Appeal and Rescheduled Hearing Letter

Motion made by GARY REESE to Hold in Abeyance Items 105-109, Items 123 and 124 to 3/21/2007; Items 127-129 to 4/4/2007; Item 85 to 9/5/2007; and accept the WITHDRAWAL WITHOUT PREJUDICE of Item 110

CITY COUNCIL MEETING OF: MARCH 7, 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)



AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 7, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: ABEYANCE ITEM - Hearing to consider the appeal regarding the Nuisance Notice and Order to Comply located at 900 Stewart Avenue, 216 and 222 N. 9th Street PROPERTY OWNER: SHIRAZI LLC - Ward 5

The subject properties were deemed to be a public nuisances as defined in Las Vegas Municipal Code, Title 19, dealing with nuisances.

Nuisance Notice and Orders to Comply were sent to the property owner by regular and certified mail requesting they correct the nuisances per Title 19.04.010 - Permissible Uses: Commercial Parking allows only temporary parking and not the storage of vehicles; 19.20 – Storage: A space or place where goods, materials or personal property is placed and kept for more than 24 consecutive hours; 19.20 - Commercial Parking: A facility for parking that is operated as a business enterprise by charging the public a fee and is not reserved or required to accommodate occupants, clients, customers or employees of a particular establishment or premises; and 19.20 – Stored: With reference to vehicles or vehicle parts, allowed to remain in one place for more than 72 consecutive hours. Copies of the notices were also posted on the property.

Today's hearing is to consider the appeal from Nuisance Notice and Orders to Comply filed by Lionel Sawyer and Collins on behalf of Shirazi LLC.





NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-34-612-065

January 17, 2007

CASE #48704

Certified/Regular Mail

Return Receipt Requested

Shirazi, LLC

338 Wiseton Avenue

Las Vegas, NV 89183-3544

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 216 N. 9th Street, Las Vegas, NV, Parcel #139-34-612-065, that you are in violation of Las Vegas Municipal Code, Chapter 9, dealing with nuisances.

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180.00 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180.00 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180.00 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000.00 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • LAWRENCE WEEKLY • STEVE WOLFSON

LOIS TARKANIAN • STEVEN D. ROSS

CITY MANAGER DOUGLAS A. SELBY

18201-031-06-06

CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Receipt/Conformed Copy

Requestor:

LAS VEGAS CITY

01/18/2007 12:40:55 T20070009421

Book/Instr 20070118-0002507

Notice Page Count: 3

Fees \$16.00 N/C Fee \$0.00

Debbie Conway
Clark County Recorder



30 Days!

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred (\$500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

- Per CLVMC 19.04.010: Permissible Uses: Commercial Parking allows only temporary parking and not the storage of vehicles.
- STORAGE is defined in CLVMC 19.20 as: A space or place where goods, materials or personal property is placed and kept for more than 24 consecutive hours.
- COMMERCIAL PARKING is defined in CLVMC 19.20 as: A facility for parking that is operated as a business enterprise by charging the public a fee and is not reserved or required to accommodate occupants, clients, customers or employees of a particular establishment or premises.
- STORED is defined in CLVMC 19.20 as: with reference to vehicles or vehicle parts, allowed to remain in one place for more than 72 consecutive hours.
- Remove all vehicles and clear all parking and/or storage of fleet/commercial vehicles used in association with the business "Frozen Fruit Bars Inc." or any other commercial fleet of vehicles which Planning and Development has determined the use allowed only at m or c-m zoned locations.
- You have 30 days from the date of this notice to comply.

For further questions on allowable use of this property, contact the City of Las Vegas Planning Department located at 731 S. 4th Street, (702) 229-6301.

For further questions involving your business license at this location, contact the City of Las Vegas Business Licensing Office at 400 E. Stewart Avenue, (702) 229-6281.

Post "No Trespassing" (per NRS 207.2000), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) signs on-site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within ten (10) days of posting of this notice.

Upon correction of this violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact the area Code Enforcement Officer #25, Eric McCoy, by telephone at (702) 229-5184 to supply your current phone number, e-mail address, fax number, or additional mailing address.

CASE #48704
216 N. 9th Street
January 17, 2007
Page 3

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City

Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter. It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:lm

cc: John E. Dawson, Esq., 300 S. Fourth Street, Suite 1700, Las Vegas, NV 89101
Jonathan Baktari, 338 Wiseton, Las Vegas, NV 89183
Sassan Kaveh, M.D., 8129 Sunset Cove Drive, Las Vegas, NV 89128
Frozen Fruit Bars, Inc., 1935 Fremont Street, Las Vegas, NV 89101
Jose Palafox, 3960 Comb, Las Vegas, NV 89101
Hector Ramirez, 2305 Willoughby, Las Vegas, NV 89101



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-34-612-066

January 17, 2007

CASE #48705

Certified/Regular Mail

Return Receipt Requested

Shirazi, LLC

338 Wiseton Avenue

Las Vegas, NV 89183-3544

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 222 N. 9th Street, Las Vegas, NV, Parcel #139-34-612-066, that you are in violation of Las Vegas Municipal Code, Chapter 9, dealing with nuisances.

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.04.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180.00 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180.00 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180.00 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000.00 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

LAS VEGAS CITY COUNCIL

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LOIS TARKANIAN • STEVEN D. ROSS

CITY MANAGER DOUGLAS A. SELBY

18201-031-06-06

CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Receipt/Conformed Copy

Requestor:

LAS VEGAS CITY

01/18/2007 12:40:55 T20070009421

Book/Instr: 20070118-0002506

Notice Page Count: 3

Fees: \$16.00 N/C Fee \$0.00

Debbie Conway

Clark County Recorder

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred (\$500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

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- You have 30 days from the date of this notice to comply.

For further questions on allowable use of this property, contact the City of Las Vegas Planning Department located at 731 S. 4th Street, (702) 229-6301.

For further questions involving your business license at this location, contact the City of Las Vegas Business Licensing Office at 400 E. Stewart Avenue, (702) 229-6281.

Post "No Trespassing" (per NRS 207.2000), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) signs on-site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within ten (10) days of posting of this notice.

Upon correction of this violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact the area Code Enforcement Officer #25, Eric McCov, by telephone at (702) 229-5184 to supply your current phone number, e-mail address, fax number, or additional mailing address.

CASE #48705
222 N. 9th Street
January 17, 2007
Page 3

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City

Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter. It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:lm

cc: John E. Dawson, Esq., 300 S. Fourth Street, Suite 1700, Las Vegas, NV 89101
Jonathan Baktari, 338 Wiseton, Las Vegas, NV 89183
Sassan Kaveh, M.D., 8129 Sunset Cove Drive, Las Vegas, NV 89128
Frozen Fruit Bars, Inc., 1935 Fremont Street, Las Vegas, NV 89101
Jose Palafox, 3960 Comb, Las Vegas, NV 89101
Hector Ramirez, 2305 Willoughby, Las Vegas, NV 89101



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

Receipt/Conformed Copy

Requestor:

LAS VEGAS CITY

01/18/2007 12:40:55 T20070009421

Book/Instr: 20070118-0002508

Notice Page Count: 3

Fees: \$16.00 N/C Fee: \$0.00

APN: 139-34-612-067

January 17, 2007

Debbie Conway
Clark County Recorder

CASE #47045

Certified/Regular Mail

Return Receipt Requested

Shirazi, LLC

338 Wiseton Avenue

Las Vegas, NV 89183-3544

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 900 Stewart Avenue, Las Vegas, NV, Parcel #139-34-612-067, that you are in violation of Las Vegas Municipal Code, Chapter 9, dealing with nuisances.

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180.00 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180.00 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180.00 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000.00 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • LAWRENCE WEEKLY • STEVE WOLFSON

LOIS TARKANIAN • STEVEN D. ROSS

CITY MANAGER DOUGLAS A. SELBY

18201-031-06-C6

CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov



You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred (\$500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

- Per CLVMC 19.04.010: Permissible Uses: Commercial Parking allows only temporary parking and not the storage of vehicles.
- STORAGE is defined in CLVMC 19.20 as: A space or place where goods, materials or personal property is placed and kept for more than 24 consecutive hours.
- COMMERCIAL PARKING is defined in CLVMC 19.20 as: A facility for parking that is operated as a business enterprise by charging the public a fee and is not reserved or required to accommodate occupants, clients, customers or employees of a particular establishment or premises.
- STORED is defined in CLVMC 19.20 as: with reference to vehicles or vehicle parts, allowed to remain in one place for more than 72 consecutive hours.
- Remove all vehicles and clear all parking and/or storage of fleet/commercial vehicles used in association with the business "Frozen Fruit Bars Inc." or any other commercial fleet of vehicles which Planning and Development has determined the use allowed only at m or c-m zoned locations.
- You have 30 days from the date of this notice to comply.

For further questions on allowable use of this property, contact the City of Las Vegas Planning Department located at 731 S. 4th Street, (702) 229-6301.

For further questions involving your business license at this location, contact the City of Las Vegas Business Licensing Office at 400 E. Stewart Avenue, (702) 229-6281.

Post "No Trespassing" (per NRS 207.2000), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) signs on-site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within ten (10) days of posting of this notice.

Upon correction of this violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact the area Code Enforcement Officer #25, Eric McCov, by telephone at (702) 229-5184 to supply your current phone number, e-mail address, fax number, or additional mailing address.

CASE #47045
900 Stewart Ave.
January 17, 2007
Page 3

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City

Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter. It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:lm

cc: John E. Dawson, Esq., 300 S. Fourth Street, Suite 1700, Las Vegas, NV 89101
Jonathan Baktari, 338 Wiseton, Las Vegas, NV 89183
Sassan Kaveh, M.D., 8129 Sunset Cove Drive, Las Vegas, NV 89128
Frozen Fruit Bars, Inc., 1935 Fremont Street, Las Vegas, NV 89101
Jose Palafox, 3960 Comb, Las Vegas, NV 89101
Hector Ramirez, 2305 Willoughby, Las Vegas, NV 89101

#25

20070104-0002957



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP**NOTICE AND ORDER**

Fee \$15.00

N/C Fee \$0.00

01/04/2007

12 39 09

T20070001800

Requestor:

LAS VEGAS CITY

Debbie Conway

BGN

Clark County Recorder

Pgs 2

APN: 139-34-612-065

December 22, 2006

Case #48704

Certified/Regular Mail
Return Receipt RequestedShirazi, LLC
338 Wiseton Ave.
Las Vegas, NV 89183-3544**NUISANCE NOTICE AND ORDER TO COMPLY**

You are hereby notified as owner(s) of the property located at 216 N 9th Street, Las Vegas, NV, Parcel #139-34-612-065, that you are in violation of Las Vegas Municipal Code, Chapter 9, dealing with nuisances.

LVMC 9.04.045 authorizes the City of Las Vegas to assess and collect a reinspection fee of \$75.00 if the violation(s) are not brought into compliance by the reinspection date on this notice. An additional fee of \$45.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial reinspection. In addition, LVMC 9.04.020 and 9.04.030 authorizes the city to assess a civil penalty concurrently with the reinspection fees assessed. On the 2nd re-inspection a \$45 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$45 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$45 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 daily civil fee will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred (\$500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN • LAWRENCE WEEKLY • STEVE WOLFSON

LOIS TARKANIAN • STEVEN D. ROSS

CITY MANAGER DOUGLAS A. SELBY

RETURN TO: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

1820T-031-05-06

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov



Per Title 19 Zoning: Under Title 19.04.060; the storing of vehicles, commercial or private and in your case the storing of Ice Cream trucks, is not allowed at this location. You are required to obtain a SPECIAL USE PERMIT from the City of Las Vegas Planning Office located at 731 S 4th Street, Las Vegas, NV 89101 (702) 229-6301. You are required to remove all vehicles from this property by January 19, 2007.

Upon correction of this violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #25 at 229-5184 to supply your current phone number, e-mail address, fax number, or additional mailing address.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Kaveh Sassan, 8129 Sunset Cove Dr, Las Vegas, NV 89128
John E. Dawson, Esq., 300 S 4th Street, Las Vegas, NV 89101
Jonathan Baktari, 338 Wiseton Ave, Las Vegas, NV 89123

Attachment: Map

#25

20070104-0002958



NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

Fee: \$15.00
N/C Fee: \$0.00
01/04/2007 12 39 09
T20070001800
Requestor:
LAS VEGAS CITY
Debbie Conway BGN
Clark County Recorder Pas 2

APN: 139-34-612-066

December 22, 2006
Case #48705

Certified/Regular Mail
Return Receipt Requested

Shirazi, LLC
338 Wiseton Ave.
Las Vegas, NV 89183-3544

(2)

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 222 N 9th Street, Las Vegas, NV, Parcel #139-34-612-066, that you are in violation of Las Vegas Municipal Code, Chapter 9, dealing with nuisances.

LVMC 9.04.045 authorizes the City of Las Vegas to assess and collect a reinspection fee of \$75.00 if the violation(s) are not brought into compliance by the reinspection date on this notice. An additional fee of \$45.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial reinspection. In addition, LVMC 9.04.020 and 9.04.030 authorizes the city to assess a civil penalty concurrently with the reinspection fees assessed. On the 2nd re-inspection a \$45 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$45 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$45 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 daily civil fee will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred (\$500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • LAWRENCE WEEKLY • STEVE WOLFSON
LOIS TARKANIAN • STEVEN D. ROSS
CITY MANAGER DOUGLAS A. SELBY



Per Title 19 Zoning: Under Title 19.04.060; the storing of vehicles, commercial or private and in your case the storing of Ice Cream trucks, is not allowed at this location. You are required to obtain a SPECIAL USE PERMIT from the City of Las Vegas Planning Office located at 731 S 4th Street, Las Vegas, NV 89101 (702) 229-6301. You are required to remove all vehicles from this property by January 19, 2007.

Upon correction of this violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #25 at 229-5184 to supply your current phone number, e-mail address, fax number, or additional mailing address.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Kaveh Sassan, 8129 Sunset Cove Dr, Las Vegas, NV 89128
John E. Dawson, Esq., 300 S 4th Street, Las Vegas, NV 89101
Jonathan Baktari, 338 Wiseton Ave, Las Vegas, NV 89123

Attachment: Map

#25

20070104-0002956



NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

Fee \$15.00
N/C Fee \$0.00
01/04/2007 12:39:09
T20070001800
Requestor:
LAS VEGAS CITY

APN: 139-34-612-067

December 22, 2006
Case #47045

Certified/Regular Mail
Return Receipt Requested

Shirazi, LLC
338 Wiseton Ave.
Las Vegas, NV 89183-3544

Debbie Conway BGN
Clark County Recorder Pos 2

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at **900 Stewart Ave, Las Vegas, NV, Parcel #139-34-612-067**, that you are in violation of Las Vegas Municipal Code, Chapter 9, dealing with nuisances.

LVMC 9.04.045 authorizes the City of Las Vegas to assess and collect a reinspection fee of \$75.00 if the violation(s) are not brought into compliance by the reinspection date on this notice. An additional fee of \$45.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial reinspection. In addition, LVMC 9.04.020 and 9.04.030 authorizes the city to assess a civil penalty concurrently with the reinspection fees assessed. On the 2nd re-inspection a \$45 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$45 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$45 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 daily civil fee will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

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LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • LAWRENCE WEEKLY • STEVE WOLFSON
LOIS TARKANIAN • STEVEN D. ROSS
CITY MANAGER DOUGLAS A. SELBY

RETURN TO: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
18201-031-06-06 VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov



Per Title 19 Zoning: Under Title 19.04.060; the storing of vehicles, commercial or private and in your case the storing of Ice Cream trucks, is not allowed at this location. You are required to obtain a SPECIAL USE PERMIT from the City of Las Vegas Planning Office located at 731 S 4th Street, Las Vegas, NV 89101 (702) 229-6301. You are required to remove all vehicles from this property by January 19, 2007.

Upon correction of this violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #25 at 229-5184 to supply your current phone number, e-mail address, fax number, or additional mailing address.

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It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Kaveh Sassan, 8129 Sunset Cove Dr, Las Vegas, NV 89128
John E. Dawson, Esq., 300 S 4th Street, Las Vegas, NV 89101
Jonathan Baktari, 338 Wiseton Ave, Las Vegas, NV 89123

Attachment: Map

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW

1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
(702) 383-8888

FAX (702) 383-8845
lsc@lionelsawyer.com
www.lionelsawyer.com

JEFFREY D. MENICUCCI
JANET SUE BESSEMER
GREGORY R. GEMIGNANI
DOREEN SPEARS HARTWELL
LINDA M. BULLEN
LAURA K. GRANIER
MAX MILIANO D. COUVILLIER III
MICHAEL D. KNOX
ERIN FLYNN
JENNIFER ROBERTS
SUZANNE L. MARTIN
BRENT HEBERLEE
CHRISTOPHER CHILDS
MEREDITH L. STOW
JOICE B. BASS
DOUGLAS A. CANNON
RICHARD CUNNINGHAM
MATTHEW R. POLICASTRO
JACOB D. BUNDICK
ADAM D. SMITH
GARRETT D. GORDON
TREVOR HAYES
JENNIFER J. DIMARZIO
PEARL GALLAGHER

SAMUEL S. LIONEL
GRANT SAWYER
(918-996)
JON R. COLLINS
(923-987)
RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RICHARD W. HORTON
DAN C. BOWEN
RODNEY M. JEAN
HARVEY WHITEMORE
TODD TOUTON
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
GARY W. DUHON
LAUREL E. DAVIS
DAN R. REASER
MARK LEMMONS
HOWARD E. COLE
PAUL E. LARSEN
ALLEN J. WILT
LYNN S. FULSTONE
RORY J. REID
DAN C. MCGUIRE
JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. MCCREA JR.
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
SHAWN M. ELICEGUI
G. LANCE COBURN
JOHN M. NAYLOR
WILLIAM J. MCKEAN
ELIZABETH BRICKFIELD

January 26, 2007

OF COUNSEL
ELLEN WHITEMORE
BRIAN HARRIS
LAURA J. THALACKER

WRITER'S DIRECT DIAL NUMBER

(702) 383-8916
rbryan@lionelsawyer.com

Via Hand Delivery

Las Vegas City Clerk's Office
Beverly Bridges
400 Stewart Ave., First Floor
Las Vegas, NV 89101

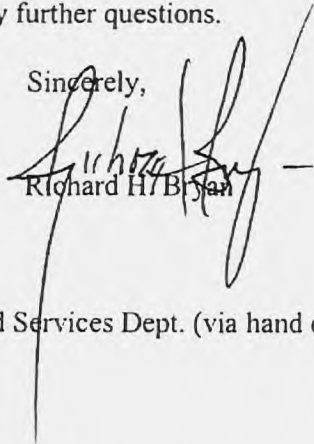
Dear Ms. Bridges:

Pleased be advised that Lionel Sawyer & Collins represents Shirazi, LLC. Shirazi received a Notice and Order from the City of Las Vegas' Neighborhood Services Department issued January 17, 2007.

Pursuant to the notice, Shirazi hereby appeals the violations denoted by case numbers 48705, 47045, and 48704. These violations were served against Shirazi in relation to land it owns in Las Vegas, Nevada, specifically parcel numbers 139-34-612-065, 139-34-612-066, and 139-34-612-067.

Please contact me should you have any further questions.

Sincerely,


Richard H. Bryan

RHB:pg

cc: Devin Smith, Las Vegas Neighborhood Services Dept. (via hand delivery)

2007 JAN 26 P 3:07

RECEIVED
CITY CLERK



February 8, 2007

CERTIFIED & REGULAR MAIL

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

Richard H. Bryan
Lionel Sawyer and Collins
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101

Re: Appeal of the Notice and Order to Comply for property located at 216 N. 9th Street, 222 N. 9th Street and 900 Stewart Avenue, Case #'s 48705, 47045, and 48704

Dear Mr. Bryan:

You are hereby notified on behalf of Shiraz, LLC. that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 21st day of February 2007, at the hour of 1:00 p.m. This hearing is in response to the Notice of Appeal received by the Las Vegas City Clerk on January 26, 2007, requesting the same, concerning the Notice and Order to Comply for properties located at 216 N. 9th Street, 222 N. 9th Street and 900 Stewart Avenue.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Beverly K. Bridges
Beverly K. Bridges, CMC
Acting City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Dan Still, Deputy City Attorney
Kelly Benavidez, Ward 5 Liaison

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

Cert # 7005 3110 0801 3040 2836

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:

Appeal 9th/Stewart
RICHARD H. BRYAN
LIONEL SAWYER & COLLINS
300 S. FOURTH ST
LAS VEGAS NV 89101

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X**☐ Agent☐ Addressee**B. Received by (Printed Name)****C. Date of Delivery****D. Is delivery address different from item 1?**☐ Yes

If YES, enter delivery address below:

☐ No

2001 FEB 13 A 10: 50

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 3118 0001 3040 2836



LAS VEGAS CITY COUNCIL

MAYOR

OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)

LARRY BROWN, WARD 4
LAWRENCE WEEKLY, WARD 5
JOE WOLFSON, WARD 2
BOB TARKANIAN, WARD 1
JOHN D. ROSS, WARD 6

CITY MANAGER

DOUGLAS A. SELBY

CERTIFIED & REGULAR MAIL

February 22, 2007

Shirazi, LLC

338 Wiseton Avenue

Las Vegas, NV 89183-3544

RE: 216 N. 9th Street – Case #48704
222 N. 9th Street – Case #48705
900 Stewart Avenue – Case #47045

Dear Property Owner:

At the City Council meeting held on February 21, 2007, Agenda Item #64 was held in abeyance and rescheduled to be heard on March 7, 2007.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

A handwritten signature in black ink, appearing to read "Devin S. Smith".

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:ed

NEIGHBORHOOD
SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330

FAX 702.382.3045

TTY 702.386.9108

www.lasvegasnevada.gov

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

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☐ Consent ☒ Discussion

SUBJECT:

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)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$6,472.85

Funding Source: General Fund

Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired C. H. Construction to remove the refuse, waste, trash, debris, vegetation (including dead bushes, trees, ground covering, and trimming low hanging tree limbs), secure doors/windows and openings that are open/accessible or openings not boarded to City of Las Vegas specifications, secure rear property line with minimum 6 foot chain link fence, removal of shed from rear of property and post No vehicles, No Trespassing, No Dumping signs (4x4 posts, 3x4 foot sign face, on each frontage of vacant lots). To date, there have been nineteen (19) inspections conducted at this location. The value of the property based on the sale date of March 2005 was \$550,000.

RECOMMENDATION:

That the City Council: Approve the report of expenses in the amount of \$4,369.00 for work completed by C. H. Construction, plus a 15% administrative fee of \$655.35, reinspection fees (including late fees) of \$148.50, civil penalties in the amount of \$1,300.00, for a total amount of \$6,472.85, and that the above charges be filed and recorded against the property, constituting a special assessment and lien, and authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

CITY COUNCIL MEETING OF: MARCH 7, 2007

Motion made by GARY REESE to Approve

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:

Video shown but not submitted.

MAYOR GOODMAN declared the Public Hearing open.

DEVIN SMITH, Manager of Neighborhood Response, indicated the condition of the property as a public hazard and attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken, nor an appeal filed, the Department of Neighborhood Services hired C.H. Construction to remove waste, trash, debris, vegetation, including dead bushes, ground covering, secured doors and windows and secured the property line with a 6-foot chain link fence and posted No Trespassing, No Dumping signs. To date there have been 19 inspections at this location. The property value based on the sale date of March 2005 was \$550,000. MR. SMITH recommended that the City Council approve the report of expenses in the amount of \$4,369, plus a 15 percent administrative fee of \$655.35, reinspection and late fees of \$148.50, civil penalties in the amount of \$1,300, for a total of \$6,472.85, and that the above charges be filed and recorded against the property, constituting a special assessment and lien and authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer. In addition, the City Council may impose daily civil penalties from October 19, 2006 to October 23, 2006 for a total amount of \$2,500.

ATTORNEY KEVIN HANSEN appeared on behalf of the Martin Todd Group and stated that they do not dispute the abatement by the City. He explained that few weeks after this client purchased the property in April of 2005, a lawsuit was filed in civil court by another property owner who was attempting to purchase the same property. When the City sent the notice that the property needed to be cleaned, the other party to the law suit filed a Motion for Preliminary Injunction in front of Judge Nancy Saitta. His client wanted to tear down the property, but it was prohibited with order entered by Judge Saitta. His client hired someone to do the repairs as requested by the City, but a terrible job was done. The City then abated the property. The case was set to go to trial in January, but Judge Saitta left the bench. On February 27th, the Motion for Summary Judgment was heard in front of Judge Susan Johnson. Their alternative request was for a quick trial. ATTORNEY HANSEN reiterated that his client is aware of the problem and is trying to deal with this issue.

MAYOR GOODMAN stated he would imagine ATTORNEY HANSEN will prevail on the lawsuit and that whatever damages have been incurred as the result of the Preliminary Injunction would be awarded to his client and that ultimately justice would be served.

MAYOR GOODMAN declared the Public Hearing closed.

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 7, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: 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. **PROPERTY OWNER:** MARTIN TODD GROUP –Ward 3 (Reese)

C. H. Construction completed work on October 23, 2006 at a cost of \$4,369.00; \$135.00 in reinspection fees; \$13.50 in late fees; Civil Penalties of \$1,300.00 plus a 15% administrative fee, for a total of \$6,472.85.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Dangerous Building, Vacant or Abandoned Buildings and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

Major Cross Streets:
Casino Center Blvd & Imperial Ave

~~E COLORADO AV~~

SHOPS	1305
SHOPS	1306
SHOP	1312
W/K/STORAGE	1313
SHOP	1319
MOTEL	26

USED CARS

1301

A

AUTO

1317

SHOP

1323

AUTO

1321

A

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1312-16

OFF.

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1324-28

202 203 209

211 213

1307 1311 1315 1321 1323-25 201

1306 1310 1316 1320 1324 1330

SHOPS

LABOR UNION SHOP

~~E IMPERIAL AVE~~

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1401 AUTO SHOP

1409 SHOPS

1421

1425 SHOPS

1433 AUTO SHOP

1400

1410

1416

1420

1422

116

A hand-drawn sketch of a street layout, likely a map for a puzzle. The sketch is divided into two main vertical sections by a central vertical line. The left section shows a street with buildings numbered 1401, 1405, and 201. The right section shows a street with buildings numbered 220-224, 1412, 1414, 1418-20, and 1424. Signs include 'OFF. BAR', 'SHOPS', 'MOTEL', 'HOTEL', and 'REST.'.

Left Side (West Side):

- Top building: 1401, with a sign '4' and a circle.
- Second building: 1405, with a sign '4' and a circle, and a black square below it.
- Third building: 1409, with a sign 'HOTEL' and two vertical rectangles.
- Bottom building: 201, with a sign 'HOTEL' and two vertical rectangles.

Right Side (East Side):

- Top building: 220-224, with a sign 'OFF. BAR' and a circle.
- Second building: 1412, with a sign 'SHOPS' and a circle.
- Third building: 1414, with a sign 'MOTEL' and a circle.
- Fourth building: 1418-20, with a sign 'MOTEL' and a circle.
- Fifth building: 1424, with a sign 'MOTEL' and a circle.
- Bottom building: 1424, with a sign 'REST.' and a circle.

~~EUTAWAVE~~

IN 1500-001

1501 AUTO

1500 20 APTS.

1509 BAR

1519 PARKING

1521 PARKING

1512-1524 REST

1517 APTS.

1517 AUTO

D 1510

D 1510

1503

HOTEL

REST

1511-1515

1521

1500

MOTEL

201

1508

REST

BAR

1510-16

LAS VEGAS BL

[illegible]

Memorandum

City of Las Vegas Neighborhood Services Department

To: Beverly Bridges, Acting City Clerk
From: Devin S. Smith, Manager – Neighborhood Response Division
CC: File
Date: February 12, 2007
Re: Report of Expenses for the abatement of Vacant or Abandoned Building at 1405 S. Casino Center Boulevard - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing refuse, waste, trash, debris, vegetation (including dead bushes, trees, ground cover, and trimming low hanging tree limbs), secure doors/windows and openings that are open/accessible or openings not boarded to City of Las Vegas specifications, secure rear property line with 6 foot chain link fence, removal of shed from rear of property and post No vehicles, No Trespassing, No Dumping signs (4x4 posts, 3x4 foot sign face, on each frontage of vacant lots). The abatement was completed by C.H. Construction, LLC on October 23, 2006 at a cost of \$5,024.35, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board/Secure	\$2,500.00
Chain link fence	\$400.00
Removal of shed	\$300.00
Refuse/waste/trash/debris removal	\$500.00
Vegetation removal	\$569.00
Post No Vehicles, No trespassing, and No Dumping signs	\$100.00
AMOUNT DUE:	\$4,369.00
Administrative Processing Fee:	\$655.35
Sub-Total:	\$5,024.35
Reinspection Fees (w/late fees):	\$148.50
Civil Penalties:	\$1,300.00
TOTAL AMOUNT DUE:	\$6,472.85
OWNER OF RECORD:	MARTIN TODD GROUP
PROPERTY ABATED:	1405 S. CASINO CENTER BOULEVARD
ASSESSOR PARCEL:	162-03-210-050
LEGAL DESCRIPTION:	BOULDER ADD
	PLAT BOOK 1 PAGE 52
	LOT 2 BLOCK 16
	& LOT 3

DSS:ed

C.H. Construction, LLC
2505 Anthem Village Dr, Suite E-532
Henderson, NV 89052

Disclosure of Principals

The principals and partners of C.H. Construction, LLC and all persons and entities holding more than 1% interest in C.H. Construction, LLC or any principal of C.H. Construction, LLC are the following:

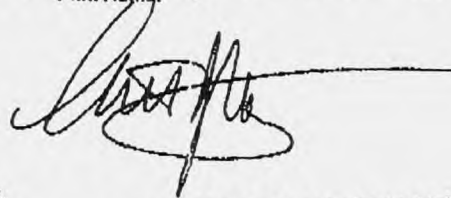
Full Name	Business Address	Business Phone
1. <u>Christopher G. Harrison</u>	<u>2505 Anthem Village Dr. E-532</u>	<u>702-858-7860</u>
	<u>Hend, NV 89052</u>	
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____

Continue list until full and complete disclosure is made.

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

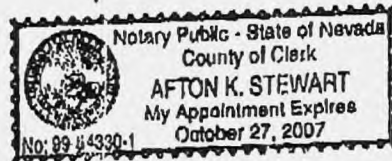
C.H. Construction, LLC

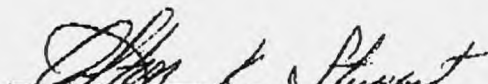
By: Christopher Harrison
Print Name:



STATE OF NEVADA)
COUNTY OF CLARK }

Subscribed and sworn to before me, a Notary Public,
on this 2nd day of May, 2005.





Notary Public In and for Clark County,
State of Nevada



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

NOTICE OF PUBLIC HEARING

MARCH 7, 2007

Pursuant to Title 9 of the Las Vegas Municipal Code, NOTICE IS HEREBY GIVEN THAT ON **Wednesday, March 7, 2007 at 1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following **REPORT OF EXPENSES** submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by removing refuse, waste, trash, debris, vegetation (including dead bushes, trees, ground covering and trimming low hanging tree limbs), securing doors/windows, openings that are open/accessible or openings not boarded to City of Las Vegas specifications, securing rear property line with minimum 6 foot chain link fence, removing shed from rear of property and post "No Vehicles, No Trespassing and No Dumping" signs on property located at **1405 S. CASINO CENTER BOULEVARD**, legally described as **BOULDER ADD, PLAT BOOK 1 PAGE 52 LOT 2 & LOT 3 BLOCK 16**. Owner of record at time of abatement: **MARTIN TODD GROUP – WARD 3 (REESE)**

The Director of Neighborhood Services certifies in the report that the sum of \$6,472.85 was expended (\$4,369.00 for cleaning and repair by C. H. Construction; and \$148.50 for Re-inspection fees; \$655.35 Administrative Processing Fee and \$1,300.00 in civil penalties).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

BEVERLY K. BRIDGES
ACTING CITY CLERK

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

18112-001-06-05
CLV 7009



Address: 1405 S CASINO CENTER BLVD

CLV

POSSIBLY VACANT BUILDING

Parcel(s)

Parcel:	Size:	Subdivision Name:
16203210050	0.33 ACRE	BOULDER ADD

Owner Information:

10-Aug-02	20-Oct-04	PADRON TRANQUILLINO & JOSEPHINE 2001 W BEVERLY BLVD; LOS ANGELES, CA 90057-2400
20-Oct-04	31-Mar-05	PADRON TRANQUILLINO & JOSEPHINE 515 ROSSMORE DR; LAS VEGAS, NV 89110-4122
31-Mar-05	09-Apr-05	TODD MARTIN GROUP 101 CONVENTION CENTER #1150; LAS VEGAS, NV 89109
09-Apr-05	05-May-05	TODD MARTIN GROUP 101 CONVENTION CENTER #1150; LAS VEGAS, NV 89109-2029
05-May-05	25-Aug-05	MARTIN TODD GROUP 101 CONVENTION CENTER #1150; LAS VEGAS, NV 89109-2029
25-Aug-05		MARTIN TODD GROUP 4928 BROOKBURN DR; SAN DIEGO, CA 92130-2778

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
981876	Passed	Partial	6/7/2006	06/07/2006 8:32	06/07/2006 8:52	20
981876	Failed		6/13/2006	06/13/2006 8:55	06/13/2006 10:18	83
981876	Passed	Partial	6/15/2006	06/15/2006 11:21	06/15/2006 11:24	3
981876	Passed	Partial	6/26/2006	06/26/2006 8:06	06/26/2006 8:12	6
981876	Passed	Partial	7/7/2006	07/12/2006 8:28	07/12/2006 8:34	6
981876	Passed	Partial	7/19/2006	07/26/2006 10:07	07/26/2006 10:13	6
981876	Failed		8/2/2006	08/04/2006 12:44	08/04/2006 12:53	9
960066	Passed	Partial	8/9/2006	08/21/2006 11:10	08/21/2006 11:15	5
981876	Failed		8/31/2006	09/08/2006 10:54	09/08/2006 11:01	7
981876	Passed	Partial	9/12/2006	09/13/2006 15:47	09/13/2006 15:53	6
960066	Failed		9/27/2006	09/27/2006 12:30	09/27/2006 12:40	10
960066	Failed		10/16/2006	10/16/2006 12:21	10/16/2006 12:40	19
870076	Failed		10/18/2006	10/18/2006 12:23	10/18/2006 12:53	30
982400	Passed	Partial	11/2/2006	11/03/2006 13:00	11/03/2006 13:10	10
982400	Passed	Partial	11/14/2006	12/01/2006 14:10	12/01/2006 14:15	5
982400	Passed	Partial	12/12/2006	12/01/2006 13:27	12/01/2006 13:41	14
982400	Passed	Partial	1/3/2007	01/03/2007 11:00	01/03/2007 11:05	5
982400	Passed	Partial	1/17/2007	01/16/2007 11:15	01/16/2007 11:18	3
982400	Passed	Partial	1/31/2007	01/31/2007 15:00	01/31/2007 15:05	5
982400	No Action		2/14/2007			

Violation Details

Violation	Violation DT:	Resolve DT:	Location:
A-ZONE OTHER	6/7/2006	6/26/2006	PROPERTY
REMOVE ALL VEHICLES FROM THIS VACANT PROEPRTY (FORD BRONCO, BLUE MERCEDES, ECT.)			
A-BLD DNGR	6/7/2006	6/26/2006	PROPERTY
SECURE ALL BLDGS TO CLV SPECS			
A-INTENT LTR	6/7/2006	8/29/2006	PROPERTY
SUBMIT A LETTER OF INTENT			
A-BRDG CERT	6/7/2006	8/29/2006	PROPERTY
OBTAIN A BOARDING CERT			
A-REFUSE/WST	6/7/2006	12/1/2006	PROPERTY
REMOVE ALL REFUSE AND WASTE			
A-PERMIT REQ	6/7/2006	12/1/2006	PROPERTY
OBTAIN A BLDG PERMIT FOR LAWFUL OCCUPANCY.			
A-MITIGATION	6/7/2006	12/1/2006	PROPERTY
SUBMIT A MITIGATION PLAN.			
A-STORAGE	6/7/2006	12/1/2006	PROPERTY
REMOVE ALL OUTSIDE STORAGE, INCLUDING ROCK PILE STORED ON ROOF			
A-LITTER	6/7/2006	12/1/2006	PROPERTY
REMOVE ALL LITTER			
A-WEEDS	6/7/2006	12/1/2006	PROPERTY
REMOVE ALL HIGH WEEDS			
A-PERMIT REQ	6/13/2006		property
remove or obtain a permit for the shed			
A-BE PRMISES	6/14/2006		rear yard by the alley and parking lot
2 junk vehicles, 3 occupied units that must be vacated per the property manager Kevin R. Hansen Ph. 258-8200 office number. Legal evictions posted on units. Tenants to be totally out by 6-15-06			
A-PERMIT REQ	6/21/2006	9/8/2006	REAR OF PROPERTY
REMOVE OR OBTAIN A PERMIT FOR THE SHED.			
A-BLD VACANT	7/7/2006	12/1/2006	PROPERTY
MAINTAIN PROPERTY CLEAN/SECURE.			
A-BE PRMISES	7/7/2006	12/1/2006	apartments #2 & #3 had been broken into
metro police officer John from DDT Team called and left a voice message on July 4th that he took 2 vandals out of these two closed units			

Log

Type:	Date:	Employee:	Min:
MEET	2/12/2007 4:36:00 PM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on March 7, 2007			
LETTER	2/12/2007 4:36:00 PM	JESSICA LARRAMENDY	0
JL) Report of expense ltr and memo mailed to property owner both certified and regular mail			
INSP	1/31/2007 3:00:00 PM	LYNN NIHIPALI	5
16)PROPERTY IS SECURE, BUT SEEMS TO BE COLLECTING LITTER, HAVE NOT HEARD FROM OWNER, WILL MAIL CORRECTION NOTICE FOR T/D AND WAIT FOR RESPONSE, CB 2-14			
INSP	1/16/2007 11:15:00 AM	LYNN NIHIPALI	-5755
16)CLEAN AND SECURE, CB 1-30			
PHONE	1/4/2007 2:48:00 PM	LYNN NIHIPALI	0
16)LEFT MESSAGE FOR TODD TO CALL WITH UPDATE CONCERNING COURT DATE, ETC.			

INSP	1/3/2007 11:00:00 AM	LYNN NIHIPALI	5
16)PROPERTY IS CLEAN AND SECURE, CONTACT OWNER TO FIND OUT IF THERE IS A COURT DATE OR OUTCOME OF A COURT DATE. CB 1-17			
MISC	12/19/2006 11:32:00 AM	LAURA DEARMOND	0
SENT C H CONSTRUCTION INVOICE \$4,369 TO FINANCE & GAVE FILE TO PAM			
INSP	12/1/2006 2:10:00 PM	LYNN NIHIPALI	4
16)CLEAN AND SECURE, AWAITING OUTCOME OF LITIGATION CONCERNING OWNERSHIP, CB 12-12			
MISC	11/15/2006 11:19:00 AM	LAURA DEARMOND	0
CERT LETTER TO OWNER THE MARTIN TODD GROUP RETURNED UNCLAIMED, ATTACHED LETTER TO FILE			
VIDPST	11/3/2006 1:00:00 PM	LYNN NIHIPALI	10
16)POST ABATEMENT VIDEO TAKEN,			
EMAIL	11/2/2006 9:24:00 AM	KATHY STEWART	0
Emailed #21 to see if okay to pay invoice.			
MISC	10/23/2006 1:03:00 PM	KATHY STEWART	0
Received invoice (\$4,369) from C.H. Construction for abatement of property.			
NOTICE	10/19/2006 10:23:00 AM	KATHY STEWART	0
Sent Notice of Immediate Abatement letter to owner, The Martin Todd Group. Faxed copy of Notice to Todd Glick @ (858) 792-9569. POST: 10/20. C/B: 10/26. Gave to #21 to Post.			
DIRECT	10/19/2006 9:13:00 AM	PAMELA HINES	0
24)PLEASE SEND NOTICE OF IMMEDIATE ABATEMENT WITH NEW CONTRACTOR FEE TO ALL PARTIES & POST ONSITE.			
BIDA	10/18/2006 3:12:00 PM	KATHY STEWART	0
Faxed Award letter to C.H. Construction. Contractor must start abatement on Thursday, 10/19/06 and complete abatement on Friday, 10/20/06.			
DIRECT	10/18/2006 3:11:00 PM	KATHY STEWART	0
Per Devin Smith, Award abatement of property to low bidder, C.H. Construction.			
INSP	10/18/2006 11:45:00 AM	PAMELA HINES	30
24)SOME OF UNITS ACCESSED BY STREET PEOPLE, NEEDLES & FECES ALL OVER EXTERIOR, BOARDS ON UNITS NOT TO SPEC, DEBRIS, OVERGROWN VEG, ETC. PROCEED WITH IMMEDIATE BDNG DUE TO CONTINUAL VAGRANT/CRIMINAL ACTIVITY/ACCESS. FAILED, ASSESS \$500 CIVIL			
BIDR	10/18/2006 7:37:00 AM	KATHY STEWART	0
Received bid from contractors (1) C.H. Construction-\$4,369; (2) C&W-\$6,950; (3) Disaster Kleen-up of NV-\$15,756.27; (4) CLV RRT-\$15,875			
BIDS	10/17/2006 9:35:00 AM	KATHY STEWART	0
Faxed Invitation to Bid (Re-bid) to contractors. Bid due by COB today, 10/17/06; must start work by Noon, 10/18/06.			
DIRECT	10/17/2006 9:15:00 AM	KATHY STEWART	0
Per #24, Re-bid board/clean of property.			
PHONE	10/16/2006 12:40:00 PM	LYNN NIHIPALI	5
21)lien property. He understood our actions.			
PHONE	10/16/2006 12:40:00 PM	LYNN NIHIPALI	5
21)was flawed. It is my recommendation we proceed with abatement to board/secure property to specs and to fence entire property, making it harder for people to access the grounds. I explained to Todd that we may proceed with contractor abatement and			
PHONE	10/16/2006 12:40:00 PM	LYNN NIHIPALI	5
21)Spoke to owner Todd Glick, he stated he will have handyman go out today to board secure unit. He doesn't want to put a lot of money into property because it is in litigation, depending on court decision he might not own the property because the sale			
INSP	10/16/2006 12:30:00 PM	LYNN NIHIPALI	10
21)Window broke unit # 7 accessible. Persons have been camping out inside- clothing, food. None of units boarded to CLV specs. Boards easily removed. Courtyard easily accessible from alley- high bushes, brush make good refuge. FAILED, \$300 CIVIL			
PHONE	10/16/2006 9:21:00 AM	KATHY STEWART	0
Received call that building is open with vagrants living inside, per Joe Theron. Mr. Theron said if someone does not check this out within 24-hours, he will go to news media. E-mailed #24, #19, #21 & #16.			
EMAIL	9/28/2006 2:39:00 PM	PAMELA HINES	7
24)METRO OFFICER PETER JAHN STATES SINCE INITIAL BDNG ON 6/15, ROUTINE CHECKS REVEALED VAGRANTS, PROSTITUTES, DRUG USERS INSIDE ACCESSIBLE UNITS, NUMBER OF ARRESTS MADE. BOARD UP INADEQUATE, PRYING OFF, KICKING DOORS IN & REMOVING DOORS.			

PHONE	9/18/2006 3:30:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO TODD GICK, NO ANSWER, LEFT A VM FOR HIM TO CALL.			
PHONE	9/14/2006 3:10:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO TODD GLICK, 858-922-0106, NO ANSWER, LEFT A VM WITH THE UPDATED INFO ON PROPERTY.			
INSP	9/13/2006 3:47:00 PM	KELLY OLIVERIUS	6
30)R/W REMAINS. BLDGS SECURED, NOT TO SPEC. SECTION OF SHED NAILED TO WALL ON REAR BLDG AT DOOR OPENING. PIX. CONTACT OWNER. NO ONE ONSITE.			
MISC	9/13/2006 7:57:00 AM	KATHY STEWART	0
Gave file to Kelly for reinspection of property today. (Hold off on award, per Kelly)			
EMAIL	9/13/2006 7:00:00 AM	KATHY STEWART	0
Sent email to Devin Smith to get okay to Proceed with Abatement, Award to low bidder, C.H. Construction.			
PHONE	9/12/2006 5:19:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO TODD GLICK, HE SAID WORK TO START TOMORROW. HE IS TO CALL WITH A TIME HE WOULD LIKE INSP TO VERIFY PROPERTY IS SECURE.			
PHONE	9/11/2006 2:11:00 PM	KELLY OLIVERIUS	0
30)RECIEVED A CALL FROM TODD GLICK, INFORMED HIM OF PROPERTY STATUS AND ABATEMENT CONT. HE SAID HE WOULD HAVE A CREW OUT ASAP TO SECURE AND CALL ME TO VERIFY. HE ALSO UNDERSTANDS THE MEASURES BEING TAKEN ARE NOT SUFFICIENT.			
RESEAR	9/11/2006 1:48:00 PM	KELLY OLIVERIUS	0
30)accessed assessor, no change in ownership.			
PHONE	9/11/2006 1:42:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO TODD GLICK, OWNER, 858-922-0106, NO ANSWER, LEFT A VM FOR HIM TO CALL.			
PHONE	9/8/2006 10:59:00 AM	KELLY OLIVERIUS	2
30)phoned owner, no answer, left a message for him to call.			
INSP	9/8/2006 10:54:00 AM	KELLY OLIVERIUS	7
30)shed has been desmantled, parts on ground. r/w remains (wood, furniture, ect.). multriple units open, rear house, security doors. pix. assess fee. put in for abatement.cb 09/12 to 24.			
MBILL	8/31/2006 11:05:00 AM	JESSICA LARRAMENDY	0
JL) Rec'd check in the amount of \$575.00 for CMB BB Cert. Forwarded check to Finance - Invoice #504029			
LETTER	8/29/2006 12:38:00 PM	KELLY OLIVERIUS	0
30)RECIEVED A BOARDING CERT, PAYMENT, AND LETTER OF INTENT. STATES BLDG TO BE RENOVATED OR TORN DOWN, IN LEGAL CASE FOR OWNERSHIP RIGHT NOW. SUBMITTED CHECK NUMBER 1157 TO JESSICA.			
MISC	8/24/2006 8:32:00 AM	KATHY STEWART	0
Sent signed Certified Card from Todd Martin Group to Maria to file.			
PHONE	8/22/2006 3:18:00 PM	KELLY OLIVERIUS	0
30)RECIEVED A CALL FROM TODD GLICK, HE SAID PROEPRTY IS NOW IN COMPLIANCE. TOLD HIM CB DATE. ALSO TOLD HIM LETTER/BOARD PAST DUE. HE SAID HE WOULD HAVE IN MAIL TOMORROW. REMINDED HIM MIT. DUE 09/14.			
PHONE	8/22/2006 2:54:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO TODD GLICK, 858-792-9588, NO ANSWER, LEFT A VM FOR HIM TO CALL.			
NOPOST	8/21/2006 11:10:00 AM	KARL VILLABLANCA	5
21) POSTED N&O, C/B 08/31			
NOTICE	8/18/2006 1:00:00 PM	KATHY STEWART	0
Sent 10 Day Notice Before Abatement letter to owner. POST: 8/21. C/B: 8/31. Gave file to #24 to assign officer posting since #30 is on vacation.			
BIDR	8/18/2006 7:00:00 AM	KATHY STEWART	0
Received bids from contractors (1) CH Construction - \$2,169; (2) C&W Enterprises - \$2,700.			
BIDS	8/11/2006 6:54:00 AM	KATHY STEWART	0
Faxed Invitation to Bid to contractors. Bid due by COB, 8/17/06.			
RESEAR	8/8/2006 5:23:00 PM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR, NO CHANGE IN OWNERSHIP.			
PHONE	8/4/2006 1:54:00 PM	KELLY OLIVERIUS	0
30)RECIEVED A CALL FROM TODD GLICK, HE SAID HE THOUGHT SECURE. TOLD HIM GOING INTO ABATEMENT AND HE NEEDS SECURITY TO MAKE SURE STAYS SECURE. ALSO TO REMOVE SHED.			

PHONE	8/4/2006 1:32:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO TODD GLICK, 858-922-0106, NO ANSWER, LEFT A VM. HIS VM 08/04 @ 1:12 PM STATED HE THOUGHT PROEPRTY WAS ALL SECURE AND CLEAN.			
PHONE	8/4/2006 12:51:00 PM	KELLY OLIVERIUS	3
30)PHONED ATTY KEVIN HANSEN, WAS NOT IN, LEFT A MESSAGE FOR HIM TO CALL.			
PHONE	8/4/2006 12:49:00 PM	KELLY OLIVERIUS	2
30)PHONED TODD GLICK, NO ANSWER, LEFT A VM WITH VIOL.			
INSP	8/4/2006 12:44:00 PM	KELLY OLIVERIUS	9
30)SHED REMAINS. R/W, LITTER, WEEDS. ALL BLDGS OPEN. MULTIPLE DOORS. PIX. PUT IN FOR ABATE. ASSESS FEES.			
PHONE	7/26/2006 2:11:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO TODD GLICK, 858-922-0106, NOANSWER, LEFT A VM FOR HIM TO CALL.			
PHONE	7/26/2006 10:12:00 AM	KELLY OLIVERIUS	1
30)PHONED TODD GLICK, NO ANSWER, LEFT A VM WITH VIOL.			
INSP	7/26/2006 10:07:00 AM	KELLY OLIVERIUS	6
30)BLDG R. OF PROPERTY OPEN/ACCESS. SHED REMAINS. SHED R. OF FRONT BLDG OPEN. MOST R/W REMOVED. PIX. CONTACT OWNER. CB 08/02.			
PHONE	7/12/2006 10:44:00 AM	KELLY OLIVERIUS	0
30)RECIEVED A CALL FROM AN INVESTOR REQUESTING INFO ON OWNER. REFERRED HIM TO THE CLARK COUNTY WEBSITE FOR PUBLIC INFO.			
INSP	7/12/2006 8:28:00 AM	KELLY OLIVERIUS	6
30)BLDGS SECURE. SHED REMAINS AND IS OPEN. SOME R/W REMAINS, DUMPSTER ONSITE. ALLOW ONE WEEK TO COMPLETE CLEAN UP. CB 07/19. PIX.			
PHONE	6/29/2006 3:20:00 PM	KELLY OLIVERIUS	0
30)PHONED MR GLICK, INFORMED HIM R/W NEEDS TO BE RMEOVED. HE SAID HE WOULD ARRANGE FOR A CONTRACTOR TO REMOVE. TOLD HIM CB 07/07. IF NOT DONE BY THAT DATE TO CALL WITH A START DATE.			
INSP	6/26/2006 8:06:00 AM	KELLY OLIVERIUS	6
30)BLDGS SECURED/BOARDED. R/W REMAINS. VEH REMOVED. WEEDS REMAIN. PIX. SOME WATER LEAKS. CONTACT OWNER.			
RECORD	6/23/2006 2:24:00 PM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated June 14, 2006 at Clark County. Book: 20060623 Inst: 02952			
MISC	6/19/2006 1:53:00 PM	KATHY STEWART	1
Sent signed Certified Card from owner to #30 to file.			
VOICE	6/15/2006 11:48:00 AM	KELLY OLIVERIUS	0
30)VM FROM ATTY KEVIN HANSEN, STATED BLDG IS TO BE BOARDED AND CLEANED.			
FAX	6/15/2006 11:46:00 AM	KELLY OLIVERIUS	0
30)FAXED CONTRACTOR'S LIST TO OWNER.			
NOPOST	6/15/2006 11:21:00 AM	KELLY OLIVERIUS	3
30)POSTED N&O, CB 06/26			
DBPROJ	6/14/2006 2:21:00 PM	KATHY STEWART	0
PHONE	6/14/2006 11:42:00 AM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO MR HANSEN, ATTY, HE WAS OUT TO LUNCH, LEFT A VM FOR HIM TO CALL.			
MISC	6/13/2006 1:51:00 PM	KELLY OLIVERIUS	5
30)PROCESSED N&O, FORWARDED TO KATHY.			
EMAIL	6/13/2006 1:51:00 PM	KELLY OLIVERIUS	0
30)EMAIL FROM EARL RUSSEL STATES NO PERMIT REQ FOR BACK FILLING POOL.			
EMAIL	6/13/2006 11:03:00 AM	KELLY OLIVERIUS	0
30)EMAILED EAR RUSSEL AT BLDG TO VERIFY PERMIT REQ TO BACK FILL POOL			
RESEAR	6/13/2006 11:02:00 AM	KELLY OLIVERIUS	0
30)CHECKED HANSEN AND BLDG, NO PERMIT TO FILL IN POOL.			

PHONE 6/13/2006 11:00:00 AM KELLY OLIVERIUS 0
30)PHONED KEVIN HANSEN, ATTY, 258-8200, NO ANSWER, LEFT A VM FOR HIM TO CALL.

CONTACT 6/13/2006 10:59:00 AM KELLY OLIVERIUS 0
30)ATTY FOR OWNER: KEVIN HANSEN, 258-8200, FAX 974-0784, 208 S JONES BLDV, LV, NV, 89107.

CONTACT 6/13/2006 10:58:00 AM KELLY OLIVERIUS 0
30)OWNER: TODD GLICK, 858-792-9588, FAX 858-792-9569, 4928 BROOKBURN DR, SAN DIEGO, CA, 92130-2778.

PHONE 6/13/2006 10:46:00 AM KELLY OLIVERIUS 0
30)PHONED OWNER, TODD GLICK, 858-792-9588, informed him of all viol, red tags, and to secure in ten days. he said should be vacant. also explained mitigation/board/letter. said local atty kevin hansen.

PHONE 6/13/2006 10:41:00 AM KELLY OLIVERIUS 0
30)PHONED 24 TO ADVISE ALL UNITS RED TAGGED.

RESEAR 6/13/2006 10:40:00 AM KELLY OLIVERIUS 5
30)ACCESSED ASSESSOR FOR OWNER INFO. CHECKED WHITE PAGES FOR CONTACT INFO. NUMBER FOUND.

INSP 6/13/2006 8:55:00 AM KELLY OLIVERIUS 83
30)OCCUPY. POWER OFF ON ALL UNITS BUT 1405 B, 2, AND 3. 1405 B HAS BOARDED WINDOWS, SUBSTANDARD. NOTE ON 1405 B: PHILLIP ADAMS, 328-9270. NOTE FOR UNIT 10 HAD #210-9036. POOL FILLED IN WITHOUT PERMIT. ROCK PILE ON ROOF. PROCESS N&O.

INSP 6/13/2006 8:55:00 AM KELLY OLIVERIUS 83
30)MET WITH FIRE, METRO, HEALTH, AND JIM FOR 1401, 1405, AND 1409 CASINO CENTER. FOUND AT 1405: POWER BEING STOLEN FROM UNIT 2 TO UNIT 7. OCCUPANTS IN UNIT 7 NOT THERE WITH LEASE, NO POWER. TOLD TO VACATE. ALL OTHER VIOL. REMAIN. PER JIM, RED TAGGED ALL

INSP 6/7/2006 8:32:00 AM KELLY OLIVERIUS 20
30)UNITS 1,2,3, AND 10 APPEAR TO BE OCCUPIED. BLDG AT REAR OF PROPERTY 1405 B APPEARS OCCUPIED. OTHER UNITS VACANT, OPEN/ACCESS. R/W ALL YARDS (FURNITURE, APPLIANCES, WOOD, DEBRIS, ECT.). LITTER. FEW HIGH WEEDS. ROCK STORED ON ROOF. ILLEGAL SHED REAR

INSP 6/7/2006 8:32:00 AM KELLY OLIVERIUS 20
30)OF PROPERTY. SPOKE TO PATRICK DINSMORE, RESIDENT IN 3, HE SAID EVICTION NOTICE WAS SERVED, TO HAVE BEEN OUT BY 06/02. PIX. VEH REAR OF PROERPTY (RED FORD BRONCO, BLUE MERCEDES). PER JIM, JOINT INSP 06/13.

Time in minutes: -5396

APN 162-03-210-050
Ref#02525-32

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **MARTIN TODD GROUP**
(Reputed Owner(s)) at time of abatement.

Assessor's Parcel No.: **162-03-210-050**
Commonly known as: **1405 S. CASINO CENTER BOULEVARD**
Legal Description: **BOULDER ADD
PLAT BOOK 1 PAGE 52
LOT 2 BLOCK 16
& LOT 3**

On **October 23, 2006**, as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of **\$6,472.85** were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **March 7, 2007**, ordered the above charges in the amount of **\$6,472.85**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

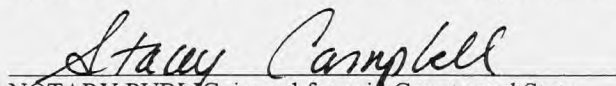

BEVERLY K. BRIDGES, Acting City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.


BEVERLY K. BRIDGES, Acting City Clerk

Subscribed and sworn to before me this 8th day of March, 2007


NOTARY PUBLIC, in and for said County and State



WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101

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

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☐ Consent ☒ Discussion

SUBJECT:

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)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$17,802.72

Funding Source: General Fund

Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Disaster Kleen-Up of Nevada to remove of refuse, waste, trash, debris, vegetation, (dead, dry & overgrown), tree trimming, rock landscape, security grill, protective covering (10 windows), ornamental iron-security doors (3), paint stucco/trim and remove existing boards, and repair glass. To date, there have been twenty-eight (28) inspections conducted at this location. The value of the property based on the sale date of October 1978 was \$35,000.00.

RECOMMENDATION:

That the City Council: 1. Approve the report of expenses in the amount of \$10,631.06 for work completed by Disaster Kleen-Up of Nevada, plus a 15% administrative fee of \$1,594.66, reinspection fees (including late fees) of \$627.00, civil penalties in the amount of \$4,950.00, for a total amount of \$17,802.72, and that the above charges be filed and recorded against the property, constituting a special assessment and lien, and authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

CITY COUNCIL MEETING OF: MARCH 7, 2007

Motion made by GARY REESE to Approve

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:

Video shown but not submitted.

MAYOR GOODMAN declared the Public Hearing open.

DEVIN SMITH, Manager of Neighborhood Response, indicated the condition of the property as a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken, nor an appeal filed, the Department of Neighborhood Services hired Disaster Kleen-Up of Nevada to remove refuse, waste, trash, debris, vegetation, tree trimming, rock landscape, security grill, protective covering on windows, paint the stucco trim and remove existing boards. To date there have been 28 inspections at this location. The value of the property based on the sale date of October 1978 was \$35,000. MR. SMITH recommended that the City Council approve the report of expenses in the amount of \$10,631.06, plus a 15 percent administrative fee of \$1,594.66, reinspection and late fees of \$627, civil penalties in the amount of \$4,950, for a total of \$17,802.72, and that the above charges be filed and recorded against the property, constituting a special assessment and lien and authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer. In addition, the City Council may impose daily civil penalties from August 9, 2006 to October 19, 2006 for a total amount of \$36,000.

The property owner was not present.

MAYOR GOODMAN declared the Public Hearing closed.

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 7, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: 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)

Disaster Kleen-Up of Nevada completed work on October 19, 2006 at a cost of \$10,631.06; \$627.00 in reinspection fees (w/late fees); Civil Penalties of \$4,950.00 plus a 15% administrative fee, for a total of \$17,802.72.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Mitigation Abatement of Dangerous Building, Vacant or Abandoned Buildings and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

1	1055	1061	1067	1071	1077
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HOWARD DR

1050	1054	1060	1066	1800
				1806
1055	1061	1067	1071	1812

HASSETT AVE

1050	1054	1060	1064	1900
				1904
1055	1061	1067	1081	1908
				1912

CANOSA AVE

1050	1054	1060	1064	2000
				2004
1055	1061	1067	1071	2008
				2012

BONITA AVE

1050	1054	1060	1070	1072
1041	1045	1049	1051	1053

Major Cross Streets:
Maryland Parkway & Canosa

1801
1805
1809
1901
1905
1909
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OFF 1904
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1901

ST. ANNE
CHURC

Memorandum

City of Las Vegas Neighborhood Services Department

To: Beverly Bridges, Acting City Clerk
From: Devin S. Smith, Manager – Neighborhood Response Division
CC: File
Date: February 12, 2007
Re: Report of Expenses for the mitigation abatement of Vacant or Abandoned Building at 1913 S. 11th Street - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removal of refuse, waste, trash, debris, vegetation, (dead, dry & overgrown), tree trimming, rock landscape, security grill, protective covering (10 windows), ornamental iron-security doors (3), paint stucco/trim and remove existing boards, and glass repair. The mitigation abatement was completed by Disaster Kleen-up of Nevada on October 19, 2006 at a cost of \$10,631.06, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Tree removal, tree trimming, vegetation removal, rock landscape	\$4,756.15
Security grill, protective covering (10 windows)	\$2,325.69
Ornamental iron – security doors (3)	\$492.24
Paint stucco/trim	\$2,193.48
Removal – existing boards	\$415.00
Glass repair	\$448.50
AMOUNT DUE:	\$10,631.06
Administrative Processing Fee:	\$1,594.66
Sub-Total:	\$12,225.72
Reinspection Fees (w/late fees):	\$627.00
Civil Penalties:	\$4,950.00
TOTAL AMOUNT DUE:	\$17,802.72
Daily Civil Penalties (\$36,000 – 72 days)	(Not to exceed) \$53,802.72
OWNER OF RECORD:	JAMES R. KENT
PROPERTY ABATED:	1913 S. 11 TH STREET
ASSESSOR PARCEL:	162-03-704-008
LEGAL DESCRIPTION:	PT NE4 SE4 SEC 03-21-61

DSS:jl

ALLIED FLOORING SERVICES
DBA DISASTER KLEEN-UP OF NEVADA
1722 Primrose Path
LAS VEGAS, NEVADA 89108

DISCLOSURE OF PRINCIPALS

The principals and partners of Allied Flooring Services and
all persons and entities holding more than a 1% interest in

Allied Flooring Services or any principal of

Allied Flooring Services are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>Javier Cardona</u>	<u>1722 Primrose Path LV NV 89108</u>	<u>647-7777</u>
2. <u>Marisela Cardona</u>	<u>1722 Primrose Path LV NV 89108</u>	<u>647-7777</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

Continue list until full and complete disclosure is made

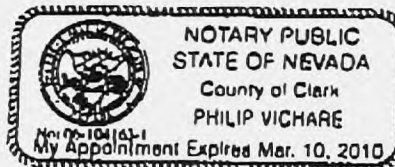
I certify under penalty or perjury, that the foregoing list is
full and complete.

Allied Flooring Services

BY: Lynn Muravnick
Lynn Muravnick, Office Mgr.

Subscribed and sworn to before me
This 16th day of August, 2006.

Philip Vichare
Notary Public





NOTICE OF PUBLIC HEARING
MARCH 7, 2007

Pursuant to Title 9 of the Las Vegas Municipal Code, NOTICE IS HEREBY GIVEN THAT ON **Wednesday, March 7, 2007 at 1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following REPORT OF EXPENSES submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

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

Abatement of the property by removing refuse, waste, trash, debris, vegetation (dead, dry & overgrown) tree trimming, placing rock landscape, security grill, protective covering (10 windows), ornamental iron-security doors (3), painting stucco/trim and removing existing boards, and repairing glass on property located at **1913 SOUTH 11TH STREET**, legally described as **PT NE4 SE4 SEC 03-21-61**. Owner of record at time of abatement: **JAMES R. KENT – WARD 3 (REESE)**

The Director of Neighborhood Services certifies in the report that the sum of \$17,802.72 was expended (\$10,631.06 for cleaning of the property by Disaster Kleen-Up of Nevada; \$627.00 for Re-inspection fees; \$1,594.66 Administrative Processing Fee and \$4,950.00 civil penalties).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BEVERLY K. BRIDGES
ACTING CITY CLERK

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



Address: 1913 S 11TH ST

CAR

0105 MITIGATION/5

VACANT/BOARDED BLDG The house at 1913 South 11th Street has been boarded up for two years and is always broken into. There are homeless people sleeping in the house and the yard. The weeds are taller than the fence and has trash and debris all over the yard from the homeless. Then the homeless people start searching the neighborhood trash cans for food and break into homes.

Parcel(s)

Parcel:	Size:	Subdivision Name:
16203704008	0.14 ACRE	PT NE4 SE4 SEC 03-21-61

Owner Information:

10-Aug-02	24-Mar-04	KENT JAMES R 3033 PALOMINO LN; LAS VEGAS, NV 89107
24-Mar-04	30-Jun-04	KENT JAMES R 741 E BOURBON ST #E3; PAHRUMP, NV 89048
30-Jun-04	14-Apr-05	KENT JAMES R 3033 PALOMINO LN; LAS VEGAS, NV 89107-4509
14-Apr-05	21-Apr-05	KENT JAMES R 1891 N SHARON ST; PAHRUMP, NV 89060
21-Apr-05	19-May-05	KENT JAMES R 1891 N SHARON ST; PAHRUMP, NV 89060-3791
19-May-05		KENT JAMES R 2561 UNDERBRUSH; PAHRUMP, NV 89048-9405

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
981876	Passed	Partial	1/25/1966	01/25/2006 13:13	01/25/2006 13:16	3
940307	Failed		1/12/2005	01/10/2005 10:35	01/10/2005 10:40	5
940307	Passed	Partial	2/3/2005	02/03/2005 12:05	02/03/2005 12:10	5
940307	Passed	Partial	2/22/2005	02/22/2005 8:00	02/22/2005 8:05	5
940307	Passed	Partial	4/18/2005	04/18/2005 10:10	04/18/2005 10:12	2
940307	Passed	Partial	6/16/2005	06/17/2005 15:33	06/17/2005 15:35	2
940307	Passed	Partial	8/17/2005	08/10/2005 14:35	08/10/2005 14:40	5
981876	Passed	Partial	11/10/2005	11/10/2005 11:12	11/10/2005 11:14	2
981876	Passed	Partial	12/9/2005	12/02/2005 13:30	12/02/2005 13:33	3
981876	Passed	Partial	12/12/2005	12/13/2005 13:01	12/13/2005 13:03	2
981876	Passed	Partial	12/28/2005	12/28/2005 12:29	12/28/2005 12:32	3
981876	Passed	Partial	1/12/2006	01/13/2006 9:29	01/13/2006 9:30	1
981876	Failed		2/6/2006	02/06/2006 12:28	02/06/2006 12:31	3
981876	Failed		3/15/2006	03/16/2006 8:36	03/16/2006 8:39	3
981876	Failed		4/19/2006	04/20/2006 12:53	04/20/2006 12:56	3
981876	Failed		4/27/2006	04/28/2006 12:44	04/28/2006 12:47	3
981876	Failed		5/3/2006	05/08/2006 13:54	05/08/2006 13:57	3
981876	Failed		5/15/2006	05/19/2006 12:22	05/19/2006 12:25	3

981876	Failed		5/26/2006	06/01/2006 11:58	06/01/2006 12:00	2
981876	Failed		6/8/2006	06/09/2006 10:53	06/09/2006 10:55	2
981876	Failed		6/16/2006	06/19/2006 14:35	06/19/2006 14:37	2
981876	Failed		6/26/2006	06/29/2006 9:37	06/29/2006 9:42	5
981876	Failed		7/5/2006	07/05/2006 11:28	07/05/2006 11:31	3
981876	Passed	Partial	7/10/2006	07/12/2006 9:19	07/12/2006 9:22	3
981876	Passed	Partial	7/28/2006	07/27/2006 14:01	07/27/2006 14:04	3
981876	Failed		8/7/2006	08/08/2006 8:06	08/08/2006 8:09	3
982400	Passed		10/17/2006	10/17/2006 12:00	10/17/2006 12:10	10
<i>Time in Minutes:</i>						89

Violation Details

<i>Violation</i>	<i>Violation DT:</i>	<i>Resolve DT:</i>	<i>Location:</i>
A-MITIGATION	1/10/2005		SFD
MITIGATION PLAN REQUIRED			
A-WEEDS	2/3/2005	2/22/2005	FRONT YARD
WEED OVER 8 INCHES			
A-INTENT LTR	11/28/2005		PROPERTY
SUBMIT A LETTER OF INTENT			
A-BLD VACANT	11/28/2005		PROPERTY
OBTAIN A BOARDING CERT. SUBMIT A LETTER OF INTENT.			
A-BRDG CERT	11/28/2005		PROPERTY
OBTAIN A BOARDING CERT			
A-GRAFFITI	1/30/2006		PROPERTY
RMEOVE ALL GRAFFITI			

Log

<i>Type:</i>	<i>Date:</i>	<i>Employee:</i>	<i>Min:</i>
MISC	2/14/2007 1:18:00 PM	JESSICA LARRAMENDY	0
JL) Rec'd letter back - unclaimed. Return to sender			
LETTER	2/12/2007 5:13:00 PM	JESSICA LARRAMENDY	0
JL) Report of expense ltr and memo mailed to property owner both certified and regular mail			
MEET	2/12/2007 5:13:00 PM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on March 7, 2007			
MISC	12/1/2006 11:20:00 AM	LAURA DEARMOND	0
GAVE FILE TO PAM			
	11/21/2006 9:18:00 AM		0
	11/21/2006 9:17:00 AM		0
MISC	11/17/2006 8:00:00 AM	LAURA DEARMOND	0
SENT ALLIED FLOORING SERVICES DBA DISASTER KLEEN-UP OF NV \$10,631.06 INVOICE TO FINANCE			
VIDPST	10/17/2006 12:00:00 PM	LYNN NIHIPALI	10
16)POST MITIGATION VIDEO REFER TO DS FOR COUNCIL			
VIDREQ	10/17/2006 8:00:00 AM	KATHY STEWART	0
Gave fax from Disaster Kleen-up stating that property has been abated to #16 to do an After abatement video of the property.			

FAX	10/17/2006 7:42:00 AM	KATHY STEWART	0
Received fax from Disaster Klean-up of Nevada that property has been abated. E-mailed #16 this information.			
PHONE	9/26/2006 3:00:00 PM	LYNN NIHIPALI	5
16)SPOKE WITH TOM JORGENSEN, IS WORKING ON THE PROPERTY AND SHOULD BE READY FOR VIDEO BY 10/3			
PHONE	8/29/2006 1:27:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO DAN PRESSRIDGE, COMPLAINANT, NO ANSWER,LEFT A VM ABATEMENT TO START TOMORROW.			
PHONE	8/29/2006 11:55:00 AM	KELLY OLIVERIUS	2
30)PHONED TOM JORGENSEN, DISATER KLEEN UP, 480-5996, INFORMED HIM VIDEO IS COMPLETE AND ABATEMENT CAN PROCEED.			
VIDPRE	8/29/2006 11:45:00 AM	KELLY OLIVERIUS	12
30)FILMED PRE ABATE VIDEO FOR CITY MITIGATION. NO CHANGE AT PROEPRTY, ALL VIOLATIONS REMAIN. NO CHANGE IN OWNERSHIP.			
BIDA	8/25/2006 1:34:00 PM	LAURA DEARMOND	0
AWARDED TO DISASTER KLEEN-UP OF NEVADA			
PHONE	8/22/2006 9:00:00 AM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO DAN PRESSRIDGE, COMPLAINANT, 477-0831, LIVES NEXT DOOR, NO ANSWER, LEFT A VM FOR HIM TO CALL.			
PHONE	8/18/2006 12:35:00 PM	PAMELA HINES	7
24)LORETTA, COMPLAINANT & I ON 3-WAY CALL. EXPLAINED PROCESS FOR MITIGATION TO COMPLAINANT. SHE STATES HOMELESS ARE STILL GETTING INTO THE R/Y AND IT CAUSES GREAT CONCERN. HOMELESS SIT IN F/Y & DRINK BEER. LORETTA WILL PASS ON INFO TO CM REESE. DEVIN ?			
INSP	8/8/2006 8:06:00 AM	KELLY OLIVERIUS	3
30)NO CHANGE, NO ACTIVITY. HIGH WEEDS, BOARDED, SECURE. PIX. PUT IN FOR CONTINUED CITY ABATEMENT FOR MITIGATION. CB 08/10 TO DEVIN.			
MISC	8/7/2006 3:48:00 PM	KATHY STEWART	0
Sent signed Certified Card from owner @ P.O. Box 39, Pahrump, NV 89041 & Certified letter from owner @ 2561 Underbrush Ave., Pahrump, NV 89048, Return to Sender, Moved, Left No Address, to #30 to file.			
MISC	7/31/2006 2:29:00 PM	KATHY STEWART	0
Sent Certified & Regular letters from owner, Return to Sender, Move, Left No Address, to Maria to file.			
PSTMIT	7/27/2006 2:01:00 PM	KELLY OLIVERIUS	3
30)POSTED NOTICE OF MITIGATION, CB 08/07			
NOTICE	7/26/2006 11:25:00 AM	KATHY STEWART	0
Sent Ten (10) Day Notice Before Mitigation letter to owner at 2561 Underbrush Avenue, Pahrump, NV 89048 and P.O. Box 39, Pahrump, NV 89041. POST: 7/27. C/B: 8/7. Sent file to #30.			
DIRECT	7/24/2006 11:15:00 AM	KATHY STEWART	0
Per Devin Smith, proceed with abatement, send 10 Day Notice Before Mitigation letter			
MISC	7/21/2006 8:42:00 AM	KELLY OLIVERIUS	0
30)per kathy, in for city mitigation			
EMAIL	7/14/2006 2:04:00 PM	KELLY OLIVERIUS	0
30)EMAILED DEVIN FOR DIRECTIVE.			
INSP	7/12/2006 9:19:00 AM	KELLY OLIVERIUS	3
30)no change at proeprty. secure. pix. hold fee per devin. email devin for update.			
EMAIL	7/6/2006 7:24:00 AM	KELLY OLIVERIUS	0
30)EMAILED UPDATE ON CASE TO DEVIN.			
INSP	7/5/2006 11:28:00 AM	KELLY OLIVERIUS	3
30)ALL VIOL. REMAIN. NO MITIGATION RECIEVED. NO ACTIVITY AT PROPERTY. PIX. ASSESS FEE AND CIVIL PENALTY. CB 07/10.			
VCIVIL	6/29/2006 9:37:00 AM	KELLY OLIVERIUS	5
30)FILMED CIVIL PENALTY VIDEO.			
INSP	6/29/2006 9:37:00 AM	KELLY OLIVERIUS	5
30)ALL VIOL REMAIN. NO MITIGATION RECIEVED. FILMED CIVIL PENALTY VIDEO. PIX. ASSESS FEE AND CIVIL PENALTY. CB 07/05.			

INSP	6/19/2006 2:35:00 PM	KELLY OLIVERIUS	2
30)ALL VIOL. REMAIN. PIX. ASSESS FEES AND CIVIL PENALTIES. CB 06/26. NO MITIGATION RECIEVED.			
INSP	6/9/2006 10:53:00 AM	KELLY OLIVERIUS	2
30)NO CHANGE AT PROPERTY. NO MITIGATION RECIEVED. CONTACT HAS BEEN MADE WITH OWNER. PIX. ASSESS FEES AND CIVIL PENALTIES. CB 06/16.			
INSP	6/1/2006 11:58:00 AM	KELLY OLIVERIUS	2
30)ALL VIOL. REMAIN. NO MITIGATION, NO BOARD. PIX. ASSESS FEE AND THIRDS \$500 CIVIL PENALTY. SUBMITTED FORM TO 24 FOR APPROVAL.GOES TO \$500 DAILY, NO FURTHER FORMS			
MISC	5/31/2006 8:16:00 AM	LAURA DEARMOND	0
REC'D CERT CARD FROM OWNER JAMES KENT AT P O BOX 39 PAHRUMP NV 89041 ADDRESS			
BIDR	5/30/2006 7:00:00 AM	KATHY STEWART	0
Received Mitigation Proposals from contractors (1) Disaster Klean-up of NV-\$10,182.56; (2) CH Construction-\$11,115; (3) ADS Environmental & Construction-\$19,829.55. Forward Proposals to Devin Smith.			
CIVPEN	5/23/2006 12:47:00 PM	JESSICA LARRAMENDY	0
JL) Processed \$500.00 civil penalty request. Forwarded to Finance - Invoice #25092HN312098			
CIVPEN	5/23/2006 12:46:00 PM	JESSICA LARRAMENDY	0
JL) Processed \$300.00 civil penalty request. Forwarded to Finance - Invoice #25092HN312096			
CIVPEN	5/23/2006 12:46:00 PM	JESSICA LARRAMENDY	0
JL) Processed \$500.00 civil penalty request. Forwarded to Finance - Invoice #25092HN312097			
INSP	5/19/2006 12:22:00 PM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROPERTY. SECURE. NO MITIGATION OR BOARD RECIEVED. CONTACT HAS BEEN MADE WITH OWNER. PIX. ASSESS FEE AND SECOND \$500 CIVIL PENALTY. SUBMITTED FORM TO 24 FOR APPROVAL. CB 05/26 TO CHECK STATUS.			
MEET	5/17/2006 10:00:00 AM	KELLY OLIVERIUS	90
30)MET WITH DEVIN, PAM, AND CONTRACTORS TO EVALUATE PROPERTY FOR CITY MITIGATION. BID DUE BY 05/26.			
EMAIL	5/11/2006 11:01:00 AM	JESSICA LARRAMENDY	0
JL) Forwarded email to Barb (Finance) to please send the invoices to the address of PO Box 39, Pahrump, NV 89041.			
EMAIL	5/11/2006 9:09:00 AM	KELLY OLIVERIUS	0
30)EMAILED KATHY WITH NEW ADDRESS TO RESEND N&O, COPIED JESSICA FOR ANY BILLING NOTICES.			
PHONE	5/11/2006 9:01:00 AM	KELLY OLIVERIUS	0
30)PHONED MR KENT, HE SAID HE HAS NOT RECIEVED THE N&O. INFORMED HIM PROPERTY IS IN VIOL. DUE TO NO BOARD/LETTER/MITIGATION. HE REQUESTED A COPY BE MAILED TO PO BOX 39, PAHRUMP, NV, 89041. TOLD HIM FEES BEING ASSESS. AND IN FOR CITY MITIGATION.			
INSP	5/8/2006 1:54:00 PM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROPERTY. NO ACTIVITY. SECURE. NO LETTER/BOARD/MITIGATION. PIX. ASSESS FEE. ATTEPT CONTACT ONE MORE TIME THIRD ATTEMPT). CB 05/15. submitted civil penalty form first \$500, to 24 for approval.			
PHONE	5/1/2006 3:25:00 PM	KELLY OLIVERIUS	0
30)PHONED MR KENT, NO ANSWER, LEFT A VM FOR HIM TO CALL.			
CIVPEN	4/28/2006 1:33:00 PM	JESSICA LARRAMENDY	0
JL) Processed \$150.00 civil penalty request. Forwarded to Finance - Invoice #25092HN301494			
INSP	4/28/2006 12:44:00 PM	KELLY OLIVERIUS	3
30)NO CHANGE, PROPERTY STILL BOARDED, VACANT. NO BOARD/LETTER/MITIGATION. NO ACTIVITY. PIX. CB 05/03. ASSESS FEE AND 2ND CIVIL PENALTY. CONTACT OWNER.SUBMITTED CIVIL PENALTY FORM TO 24 FOR APPROVAL.			
INSP	4/20/2006 12:53:00 PM	KELLY OLIVERIUS	3
30)PROPERTY STILL BOARDED, NO ACTIVITY DETECTED. WEEDS HIGH. NO MITIGATION RECIEVED.ASSESS FEE. CONTACT ONWER ON STATUS OF CASE. PIX. CB 04/27. submitted civil penalty fee, first, \$150			
DIRECT	4/14/2006 10:05:00 AM		0
Continue with inspections and assess fees as necessary. Will meet with contractors to get bids on mitigation.			
INSP	3/16/2006 8:36:00 AM	KELLY OLIVERIUS	3
30)EVALUTATED PROPERTY FOR MITIGATION BY CITY. BOARDING ON ALL WINDOWS/DOORS, DAMAGE UNKNOWN. EXTERIOR PAINTING. REMOVAL OF WEEDS, DEAD VEGE. PRUNE TREE F/Y. INSTALL LANDSCAPING IN F/Y. PIX. CB 03/21 TO DEVIN FOR ABATMENT.			
DIRECT	3/15/2006 8:59:00 AM	KELLY OLIVERIUS	0
30)PER DEVIN, MOVE FORWARD WITH MITIGATION BY CITY. INSP PROPERTY FOR MITIGATION REQUIREMENTS.			

PHONE	3/13/2006 2:26:00 PM	KELLY OLIVERIUS	4
30)RETURNED A CALL TO DAN PRESSRIDGE, NEIGHBOR, 477-0831, HAD CONCERNS ABOUT PROPERTY. EXPLAINED CURRENT STATUS TO HIM.			
MISC	3/6/2006 4:35:00 PM	KATHY STEWART	0
Filed Certified letter from owner, Return to Sender, Unclaimed.			
MISC	3/2/2006 10:17:00 AM	LAURA DEARMOND	0
CERT LETTER TO OWNER JAMES KENT RETURNED UNCLAIMED			
REFER	2/9/2006 12:24:00 PM	KELLY OLIVERIUS	0
30)REFERRED CASE TO DEVIN.			
PHONE	2/9/2006 12:23:00 PM	KELLY OLIVERIUS	0
30)PHONED MR KENT, NO ANSWER, LEFT A VM FOR HIM TO CALL. WILL FORWARD CASE TO DEVIN TO REVIEW.			
INSP	2/6/2006 12:28:00 PM	KELLY OLIVERIUS	3
30)GRAFFITI REMAINS. BOARD/LETTER WAS DUE 02/02. PIX. WILL ATTEMPT TO CONTACT OWNER.			
RECORD	2/2/2006 7:54:00 AM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated January 23, 2006 at Clark County. Book: 20060202 Inst: 02196			
NOPOST	1/25/2006 1:13:00 PM	KELLY OLIVERIUS	3
30)POSTED N&O. CB 02/06			
DBPROJ	1/23/2006 4:04:00 PM	LAURA DEARMOND	0
MISC	1/20/2006 6:51:00 AM	KELLY OLIVERIUS	0
30)PROCESSED NEW N&O, FORWARDED TO 24 FOR REVIEW.			
RESEAR	1/20/2006 6:49:00 AM	KELLY OLIVERIUS	2
30)CHECKED ASSESSOR FOR OWNERSHIP CHANGE, NO CHANGE.			
PHONE	1/18/2006 10:10:00 AM	KELLY OLIVERIUS	0
30)PHONED MR KENT, HE STATED HE WAS AT WORK AND HUNG UP ON ME. WILL PROCESS NEW N&O TO INCLUDE GRAFFITI.			
INSP	1/13/2006 9:29:00 AM	KELLY OLIVERIUS	1
30)GRAFFITI ON BLDG. OTHERWISE CLEAN/SECURE. PIX. WILL CONTACT OWNER.			
PHONE	1/10/2006 11:07:00 AM	LAURA DEARMOND	0
rec'd complaint graffiti all over building, sent email to 30			
INSP	12/28/2005 12:29:00 PM	KELLY OLIVERIUS	3
30)PROPERTY STILL CLEAN AND SECURE. LETTER/BOARD CERT DUE 01/15. CB 01/12 FOR STATUS CHECK.			
INSP	12/13/2005 1:01:00 PM	KELLY OLIVERIUS	2
30)PROPERTY CLEAN, BOARDED TO SPEC. SECURE. CB 12/28 TO CHECK STATUS. PIX.			
RECORD	12/9/2005 8:02:00 AM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated November 30, 2005 at Clark County. Book: 20051209 Inst: 02744			
NOPOST	12/2/2005 1:30:00 PM	KELLY OLIVERIUS	3
30)POSTED N&O. CB 12/12			
MISC	11/29/2005 11:45:00 AM	KATHY STEWART	0
Gave file to Liz to process N&O.			
PHONE	11/15/2005 7:29:00 AM	KELLY OLIVERIUS	0
30)PHONED JAMES KENT, HE WAS TOO BUSY TO TALK. GAVE HIM BOTH MY NUMBERS, HE STATED HE WILL CALL WHEN HE HAS TIME.			
MISC	11/15/2005 7:20:00 AM	KELLY OLIVERIUS	5
30)PROCESSED N&O, FORWARDED TO 24 FOR REVIEW.			
RESEAR	11/15/2005 7:11:00 AM	KELLY OLIVERIUS	8
30)ACCESSED ASSESSOR FOR OWNER INFO. CHECKED HANSEN, WHITE PAGES, AND SEWER FOR CONTACT INFO. NO CONTACT INFO FOUND.			
INSP	11/10/2005 11:12:00 AM	KELLY OLIVERIUS	2
30)SFD, VACANT, BOARDED (TO SPEC., BOARDS PAINTED, SECURE). NO ACCESS TO R/Y. F/Y CLEAN. PIX. PROCESS N&O.			

INSP	8/10/2005 2:35:00 PM	DRAKE CHERRY	5
31) STILL BOARDED, APPARENTLY SECURED, YARD CLEAN, PP, CB 11-9			
MISC	6/17/2005 3:33:00 PM	DRAKE CHERRY	2
31) PENDING MITIGATION PLAN, CB 8-17			
INSP	4/18/2005 10:10:00 AM	DRAKE CHERRY	2
31) WEEDS OK, MITIGATION PENDING PROCEDURE, RECALL 60 DAYS, CB 6-16-05			
MISC	3/4/2005 7:44:00 AM	LAURA DEARMOND	0
Ld) REC'D CERT CARD FROM OWNER AT 1891 N SHARON ST, PAHRUMP, NV 89060 ADDRESS & SENT CARD TO C/E OFFICE.			
MISC	3/1/2005 1:27:00 PM	JESSICA LARRAMENDY	0
JL) Rec'd certified letter back - unclaimed.			
MISC	3/1/2005 8:10:00 AM	LAURA DEARMOND	0
Ld) CERTIFIED LETTER TO OWNER RETURNED UNCLAIMED, SENT LETTER TO C/E OFFICE.			
INSP	2/22/2005 8:00:00 AM	DRAKE CHERRY	5
31) PIX, WEED CUT, MITIGATION PLAN STILL REQUIRED, CB 4/18			
RECORD	2/8/2005 2:18:00 PM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated 2/7/05 at Clark County. Book: 20050208 Inst: 01810.			
NOPOST	2/7/2005 2:50:00 PM	DRAKE CHERRY	5
31) POSTED N/O AT 1913, S. 11TH ST			
NOTICE	2/7/2005 7:23:00 AM	LAURA DEARMOND	0
Ld) SENT N&O TO OWNER AT 3033 PALOMINO LN, LV 89107 & 1891 N SHARON ST, PAHRUMP 89060, C/B 2-22			
NOREQ	2/4/2005 3:30:00 PM	LAURA DEARMOND	0
24) N&O REQUESTED			
PHONE	2/3/2005 3:25:00 PM	DRAKE CHERRY	5
31) SPOKE WITH JAMES (RON) KENT, HE INDICATED THAT HIS ADDRESS WAS 1891 N. SHARON ST, PAHRUMP NV 89060			
INSP	2/3/2005 12:05:00 PM	DRAKE CHERRY	5
31) PIX, WEEDS HIGH, NO ACCESS TO REAR YARD, CANNOT VERIFY VAGRANT ACTIVITY			
PHONE	2/3/2005 8:25:00 AM	DRAKE CHERRY	5
31) SPOKE WITH JAMES C KENT, FATHER OF OWNER JAMES R KENT, GIVEN CELL 775-209-4142, WORK 775-751-7080, STATES THE ASSESSORS ADDRESS IS FOR TAX PAYMENT, IS NOT OWNERS ADDRESS			
MISC	2/2/2005 1:25:00 PM	LAURA DEARMOND	0
Ld) THIS IS NOW A C.A.R. CONTACT COMPLAINANT DANIEL PRESTRIDGE 477-0831 WITH STATUS.			
INSP	1/10/2005 10:35:00 AM	DRAKE CHERRY	5
INSP 31) STILL BOARDED, WEEDS GETTING HIGH, NEIGHBOR STATED VAGRANTS ATTEMPTED TO BREAK IN RECENTLY, PIX, MITIGATION PLAN REQUIRED			

Time in minutes:

244

APN 162-03-704-008
Ref#02525-69

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JAMES R. KENT**
(Reputed Owner(s)) at time of abatement.

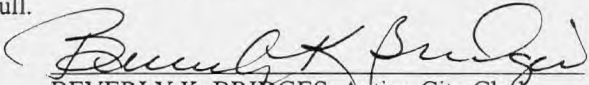
Assessor's Parcel No.: **162-03-704-008**
Commonly known as: **1913 S. 11TH STREET**
Legal Description: **PT NE4 SE4 SEC 03-21-61**

On **October 19, 2006**, as provided in the Municipal Code, 9.04, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of **\$17,802.72** were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **March 7, 2007**, ordered the above charges in the amount of **\$17,802.72**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.


BEVERLY K. BRIDGES, Acting City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

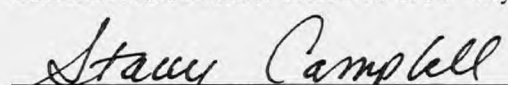
STATE OF NEVADA)

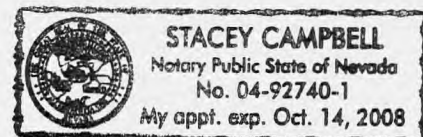
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.


BEVERLY K. BRIDGES, Acting City Clerk

Subscribed and sworn to before me this 8th day of March, 2007


NOTARY PUBLIC, in and for said County and State



WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101

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

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☐ Consent ☒ Discussion

SUBJECT:

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)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$2,178.35

Funding Source: General Fund

Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired James Burke, Inc. to remove all refuse, waste, trash, debris and vegetation (dead trees and bushes) repair fence and post No Vehicles, No Trespassing and No Dumping signs on site. To date, there have been eight (8) inspections conducted at this location. The value of the property based on the sale date of November 1985 was \$6,800.00.

RECOMMENDATION:

That the City Council: Approve the report of expenses in the amount of \$1,649.00 for work completed by James Burke, Inc., plus 15% administrative fee of \$247.35, reinspection fees (including late fees) of \$132.00, civil penalties in the amount of \$150.00, for a total amount of \$2,178.35, and that charges be filed and recorded against the property, constituting a special assessment and lien, and authorize that the Notice and Lien of Assessment be duly recorded with the Clark County Treasurer.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

Motion made by GARY REESE to Approve

CITY COUNCIL MEETING OF: March 7, 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:

Video shown but not submitted.

MAYOR GOODMAN declared the Public Hearing open.

MAYOR GOODMAN announced that pending further action by the City Council, either by calling a special election or appointing a replacement for Ward 5, MAYOR PRO TEM GARY REESE will be handling matters in Ward 5. KARLETTE ADAMS-DIXON is available to receive calls concerning issues in Ward 5. She will then share those concerns with MAYOR PRO TEM REESE.

DEVIN SMITH, Manager of Neighborhood Response, indicated the condition of the property as a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken, nor an appeal filed, the Department of Neighborhood Services hired James Burke, Inc. to remove refuse, waste, trash, debris, vegetation, dead trees and bushes, repair a fence and post No Vehicles/No Trespassing/No Dumping signs on site. To date there have been eight inspections at this location. The value of the property based on the sale date of November 1985 was \$6,800. MR. SMITH recommended that the City Council approve the report of expenses in the amount of \$1,649, plus a 15 percent administrative fee of \$247.35, reinspection and late fees of \$132, civil penalties in the amount of \$150, for a total of \$2,178.35, and that the above charges be filed and recorded against the property, constituting a special assessment and lien and authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

COUNCILMAN REESE indicated he met with former Councilman LAWRENCE WEEKLY and he suggested following staff's recommendation.

The property owner was not present.

MAYOR GOODMAN declared the Public Hearing closed.

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 7, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of vacant lot and assess civil penalties located north of 804 Sunny Place (APN: 139-28-304-003). **PROPERTY OWNER:** THOMAS & THERESA M. ALBANESE – Ward 5 (Weekly)

James Burke, Inc. completed work on October 30, 2006 at a cost of \$1,649.00; \$132.00 in reinspection fees; Civil Penalties of \$150.00 plus a 15% administrative fee, for a total of \$2,178.35.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Dangerous Building, Vacant or Abandoned Buildings and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

Major Cross Streets:
Martin Luther King & Bonanza

W WASHINGTON AVE

MARBLE MANOR

TENNIS COURTS

MORGAN AVE

A.D. GUY
COMMUNITY CENTER

A.D. GUY
COMMUNITY CENTER

ROSEWOOD
CONDOS
148 UNITS

DAY CARE

SHOP

MED.

BANK

SUNNY PL

CAR WASH

MINI
MART

N MARTIN L KING BLVD

UNITED PARCEL SERVICE

AUTO

PARKING

MINI MART

PARKING
GARAGE

SHOP

W BONANZA RD

OFFICE

SHOP

RENTAL
PARKING
&
STORAGE

WHSE

SEARS SERVICE CENTER

Memorandum

City of Las Vegas Neighborhood Services Department

To: Beverly Bridges, Acting City Clerk
From: Devin S. Smith, Manager – Neighborhood Response Division
CC: File
Date: February 12, 2007
Re: Report of Expenses for the abatement of vacant lot North of 804 Sunny Place - Ward 5

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing refuse, waste, trash debris and vegetation (dead trees and bushes), repairing fence and posting No Vehicles, No Trespassing and No Dumping signs on site. The abatement was completed by James Burke, Inc. on October 30, 2006 at a cost of \$1,649.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Refuse/waste/trash/debris removed	\$750.00
Vegetation removal	\$750.00
Fence Repair	\$100.00
No Vehicles,/No Dumping/No Trespassing signs	\$49.00
AMOUNT DUE:	\$1,649.00
Administrative Processing Fee:	\$247.35
Sub-Total:	\$1,896.35
Reinspection Fees (w/late fees):	\$132.00
Civil Penalties:	\$150.00
TOTAL AMOUNT DUE:	\$2,178.35
OWNER OF RECORD:	THOMAS & THERESA M. ALBANESE
PROPERTY ABATED:	VACANT LOT NORTH OF 804 SUNNY PLACE
ASSESSOR PARCEL:	139-28-304-003
LEGAL DESCRIPTION:	PT NE4 SW4 SEC 28-20-61

DSS:jl

JAMES BURKE, INC
4261 E. NAVAJO BLVD
PAHRUMP, NV 89061

DISCLOSURE OF PRINCIPALS

The principals and partners of James Burke, Inc., and all persons and entities holding more than a 1% interest in James Burke, Inc. or any principal of James Burke, Inc. are the following:

<u>Full Name</u>	<u>Business Address</u>	<u>Business Phone</u>
1. <u>PATRICIA JAMES</u>	<u>4261 E. NAVAJO BLVD, PAHRUMP NV</u>	<u>702-348-7033</u>
2. <u>FRANCIS JAMES</u>	<u>4261 E. NAVAJO BVD, PAHRUMP NV</u>	<u>702-348-7033</u>
3. <u>ZAIN BURKE</u>	<u>6928 EUROPEAN ROBIN, N. LAS VEGAS NV 89184</u>	<u>645-1160</u>
4. <u>JAMIE BURKE</u>	<u>6928 EUROPEAN ROBIN, N. LAS VEGAS NV 89184</u>	<u>645-1160</u>
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.

James Burke, Inc.

BY: Patricia

Subscribed and sworn to before me
This 12 day of February, 2007

Marsha E. Conrad
Notary Public





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

NOTICE OF PUBLIC HEARING
MARCH 7, 2007

Pursuant to Title 9 of the Las Vegas Municipal Code, NOTICE IS HEREBY GIVEN THAT ON **Wednesday, March 7, 2007 at 1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following **REPORT OF EXPENSES** submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by removing refuse, waste, trash, debris, vegetation (dead trees and bushes), repairing fence and posting "No Vehicles, No Trespassing and No Dumping" signs on property located at **VACANT LOT NORTH OF 804 SUNNY PLACE (APN 139-28-304-003)**, legally described as **PT NE4 SW4 SEC 28-20-61**. Owner of record at time of abatement: **THOMAS & THERESA M. ALBANESE – WARD 5 (WEEKLY)**

The Director of Neighborhood Services certifies in the report that the sum of \$2,178.35 was expended (\$1,649.00 for cleaning of the property by James Burke, Inc.; \$132.00 for Re-inspection fees; \$247.35 Administrative Processing Fee and \$150.00 civil penalties).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BEVERLY K. BRIDGES
ACTING CITY CLERK

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



Parcel: 13928304003

CITZ

V/L NORTH OF 804 SUNNY PLACE

V/L NORTH OF 804 SUNNY PLACE FULL OF TRASH & DEBRIS, PLEASE CALL COMPLAINANT
MEACON JACKSON 234-3979 WITH UPDATES

Parcel(s)

Owner Information:

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
970581	Failed		8/19/2006	08/19/2006 6:00	08/19/2006 6:10	10
970581	Passed	Partial	8/21/2006	08/21/2006 16:45	08/21/2006 17:00	15
970581	Passed	Partial	8/26/2006	08/26/2006 6:06	08/26/2006 6:10	4
970581	Failed		9/8/2006	09/08/2006 10:20	09/08/2006 10:28	8
970581	Passed	Partial	9/23/2006	09/23/2006 6:45	09/23/2006 6:50	5
970581	Failed		10/6/2006	10/06/2006 10:35	10/06/2006 10:45	10
940274	Passed	Partial	10/16/2006	10/17/2006 10:00	10/17/2006 10:05	5
870076	Passed		11/20/2006	11/02/2006 14:28	11/02/2006 14:28	0
Time in Minutes:						57

Violation Details

Violation	Violation DT:	Resolve DT:	Location:
A-REFUSE/WST	8/21/2006	11/2/2006	Entire lot
Remove all visible r/w			
A-LITTER	8/21/2006	11/2/2006	Entire lot
Remove all windblown t/d			
A-WEEDS	8/21/2006	11/2/2006	Entire lot
Cut and remove high weeds			

Log

Type:	Date:	Employee:	Min:
LETTER	2/12/2007 3:30:00 PM	JESSICA LARRAMENDY	0
JL) Report of expense ltr and memo mailed to property owner both certified and regular mail.			
MEET	2/12/2007 3:29:00 PM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on March 7, 2007			
MISC	12/19/2006 3:15:00 PM	LAURA DEARMOND	0
SENT JAMES BURKE INC INVOICE \$1,649 TO FINANCE			
MISC	11/17/2006 10:05:00 AM	LAURA DEARMOND	0
PER TONY GREEN INVOICE CAN'T BE PAID UNTIL VENDOR PROFILE RECEIVED. TONY WILL FAX VENDOR PROFILE TO ZAIN FROM JAMES BURKE INC.			
VDPST	11/2/2006 1:00:00 PM	VICKI OZUNA	5
19) Video taped property.			
VDPST	11/1/2006 7:40:00 AM	LAURA DEARMOND	0
RECV'D INVOICE & SENT EMAIL TO 19 FOR VIDEO			

VIDREQ	10/17/2006 3:33:00 PM	LAURA DEARMOND	0
Gave fax from James Burke Inc stating that start date will be 10-21-06 and work will be completed by 10-26-06 to #19 to do before abatement video of the property.			
DIRECT	10/12/2006 7:22:00 PM	PAMELA HINES	0
24)refer to 19 for pre-video please			
BIDA	10/12/2006 2:01:00 PM	LAURA DEARMOND	0
AWARDED TO JAMES BURKE INC & PROVIDED SIGN INFO.			
MISC	10/11/2006 1:43:00 PM	LAURA DEARMOND	0
24) PROCEED W/CONTRACTOR ABATEMENT. PLEASE AWARD BIDS & PROVIDE SIGN INFO.			
INSP	10/6/2006 10:35:00 AM	ROBERT KAEMPFER	10
26) Property still not cleaned. fallen/dead tree, r/w and high weeds remain, took pixs, CONTINUE ABATEMENT, CB 10-19, ASSESS 45 & 150			
NTCABT	9/23/2006 6:45:00 AM	ROBERT KAEMPFER	5
26) No improvement, attached 10 day N&O to fallen tree, took pixs, cb 10-6			
NOTICE	9/22/2006 9:57:00 AM	LAURA DEARMOND	0
SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNERS THOMAS & THERESA ALBANESE			
BIDR	9/22/2006 7:11:00 AM	LAURA DEARMOND	0
REC'D BIDS (1) JAMES BURKE INC \$1649 (2) C.H. CONSTRUCTION \$2515 (3) C&W ENTERPRISES \$2,600			
BIDS	9/15/2006 1:15:00 PM	LAURA DEARMOND	0
FAXED BID TO CONTRACTORS, DUE BACK 9-21			
INSP	9/8/2006 10:20:00 AM	ROBERT KAEMPFER	8
26) No improvement in property, took pixs, CONTINUE ABATEMENT, cb 9-15			
RECORD	9/1/2006 12:05:00 PM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated August 24, 2006 at Clark County. Book: 20060901 Inst: 02808.			
MISC	8/31/2006 1:16:00 PM	LAURA DEARMOND	0
REC'D CERT CARD FROM OWNERS THOMAS & THERESA ALBANESE & ATTACHED CARD TO FILE			
INSP	8/26/2006 6:06:00 AM	ROBERT KAEMPFER	4
6) No improvement in property, attached N&O to fallen tree, took pixs, cb 9-8			
NOTICE	8/24/2006 2:22:00 PM	LAURA DEARMOND	0
SENT NUISANCE N&O TO COMPLY TO OWNERS THOMAS & THERESA ALBANESE			
REFER	8/21/2006 4:45:00 PM	ROBERT KAEMPFER	15
26) Prepared N&O and forwarded to #24, cb 8-26			
INSP	8/19/2006 6:00:00 AM	ROBERT KAEMPFER	10
26) Observed vacant lot with fallen/dead tree, windblown t/d & some high weeds, took pixs. I will research ownership info & prepare N&O, cb 8-21			
DIRECT	8/10/2006 9:14:00 AM	PAMELA HINES	0
24) ADVISED MEACON THAT BOB WILL ADDRESS WHEN HE RTNS FROM VACATION			

Time in minutes:

57

APN 139-28-304-003
Ref#02324-65

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **THOMAS & THERESA M. ALBANESE**
(Reputed Owner(s)) at time of abatement.

Assessor's Parcel No.: **139-28-304-003**
Commonly known as: **Vacant Lot North of 804 Sunny Place**
Legal Description: **PT NE4 SW4 SEC 28-20-61**

On **October 30, 2006**, as provided in the Municipal Code, 9.04, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of **\$2,178.35** were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **March 7, 2007**, ordered the above charges in the amount of **\$2,178.35**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

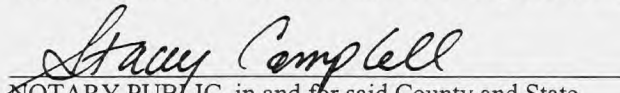

BEVERLY K. BRIDGES, Acting City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

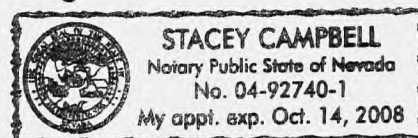
STATE OF NEVADA)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.


BEVERLY K. BRIDGES, Acting City Clerk

Subscribed and sworn to before me this 8th day of March, 2007


NOTARY PUBLIC, in and for said County and State



WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101

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

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☐ Consent ☒ Discussion

SUBJECT:

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)

Fiscal Impact

☐ No Impact ☐ Augmentation Required
☒ Budget Funds Available

Amount: \$12,970.00

Funding Source: General Fund

Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired C.W. Enterprises to landscape front and sides (rock landscape), paint exterior, replace windows, apply protective covering, remove refuse, waste, trash, litter, vegetation, and repair or replace drip edge. To date, there have been thirteen (13) inspections conducted at this location. The value of the property based on the sale date of November 2005 was \$150,000.00.

RECOMMENDATION:

That the City Council: Approve the report of expenses in the amount of \$9,400.00 for work completed by C. W. Enterprises, plus a 15% administrative fee of \$1,410.00, reinspection fees (including late fees) of \$210.00, civil penalties in the amount of \$1,950.00, for a total amount of \$12,970.00, and that the above charges be filed and recorded against the property, constituting a special assessment and lien, and authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

Motion made by GARY REESE to Approve

CITY COUNCIL MEETING OF: March 7, 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:

Video shown but not submitted.

MAYOR GOODMAN declared the Public Hearing open.

DEVIN SMITH, Manager of Neighborhood Response, indicated the condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken, nor an appeal filed, the Department of Neighborhood Services hired C. W. Enterprises to landscape front and side yards with rock landscape, paint exterior, replace windows, apply protective covering, remove refuse, waste, trash, debris, vegetation, and repair drip edge. To date there have been 13 inspections at this location. The value of the property based on the sale date of 2005 was \$150,000. MR. SMITH recommended that the City Council approve the report of expenses in the amount of \$9,400, plus a 15 percent administrative fee of \$1,410, reinspection and late fees of \$210, civil penalties in the amount of \$1,950, for a total of \$12,970, and that the above charges be filed and recorded against the property, constituting a special assessment and lien and authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer. He further added that, at the Council's discretion, daily civil penalties may be imposed from August 25, 2006 to October 9, 2006, in the amount of \$23,000.

The property owner was not present.

MAYOR GOODMAN declared the Public Hearing closed.

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 7, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: 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

C.W. Enterprises completed work on October 9, 2006 at a cost of \$9,400.00; \$180.00 in reinspection fees; \$30.00 in late fees; \$1,950.00 in Civil Penalties; plus a 15% administrative fee, for a total of \$12,970.00.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Mitigation Abatement of Dangerous Building, Vacant or Abandoned Buildings and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

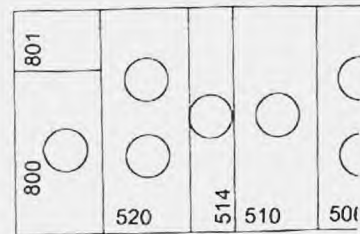
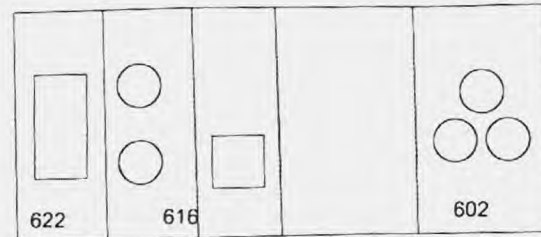
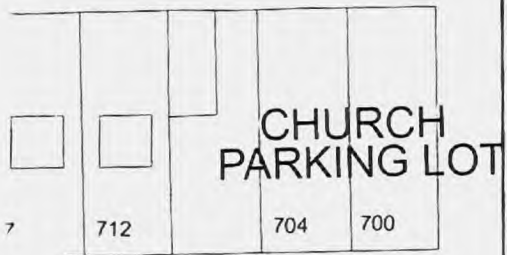
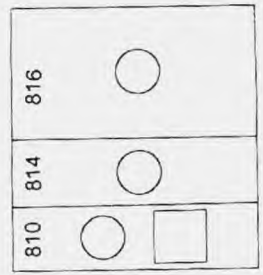
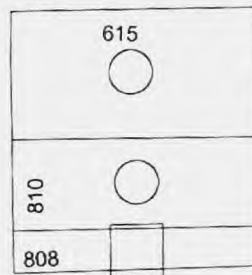
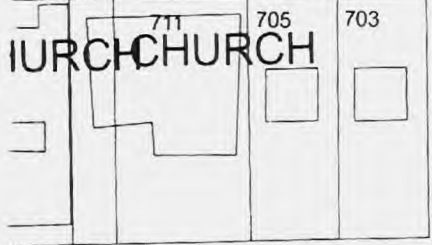
VA 83

8

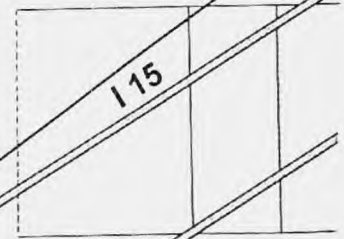
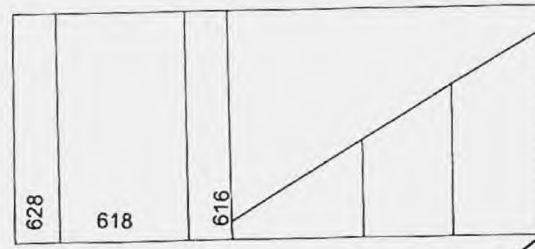
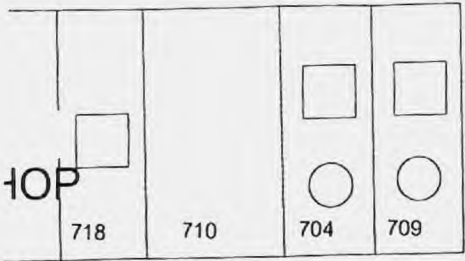
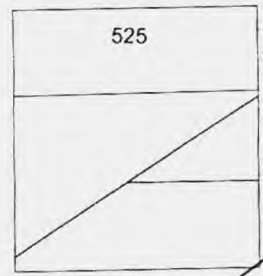
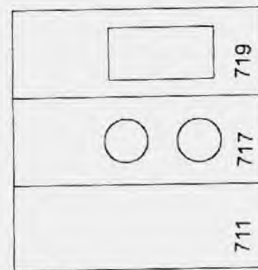
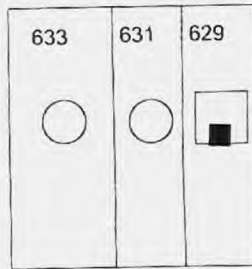
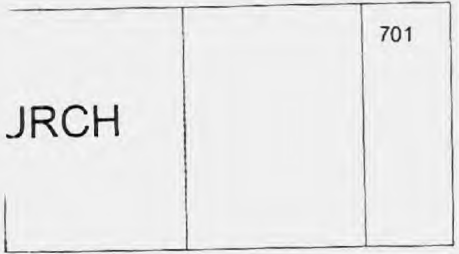
622

Major Cross Streets:
McWilliams & H Street

MORGAN AVE



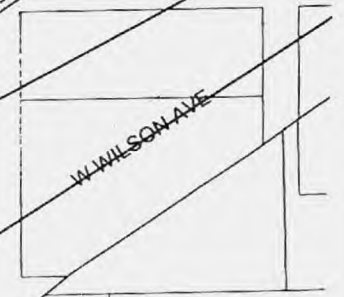
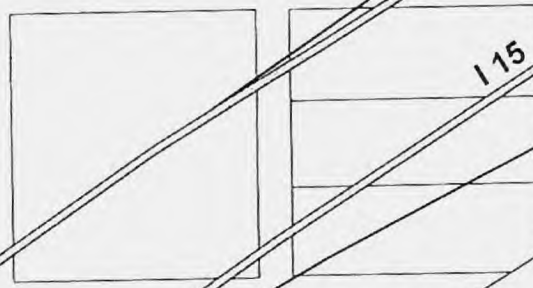
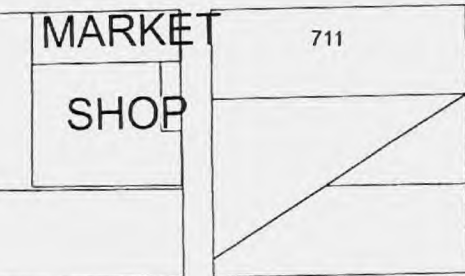
W MCWILLIAMS AVE



W WILSON AVE

C ST

E ST



AUTO

600

524

508

Memorandum

City of Las Vegas Neighborhood Services Department

To: Beverly Bridges, Acting City Clerk
From: Devin S. Smith, Manager – Neighborhood Response Division
CC: File
Date: February 12, 2007
Re: REVISED: Report of Expenses for the mitigation abatement of Vacant or Abandoned Building at 629 W. McWilliams Avenue - Ward 5

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by landscaping front and side yards (rock landscape), painting exterior, replacing windows, apply protective covering, removing refuse, waste, trash, litter, vegetation, and repairing or replacing drip edge. The mitigation abatement was completed by C.W. Enterprises on October 9, 2006 at a cost of \$9,400.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:		
Landscape, front/side (rock landscape)		\$2,000.00
Exterior paint		\$2,600.00
Replace windows		\$1,800.00
Protective covering		\$800.00
Refuse/waste/trash/litter removal		\$800.00
Vegetation removal		\$800.00
Repair or replace drip edge		\$600.00
AMOUNT DUE:		\$9,400.00
Administrative Processing Fee:		\$1,410.00
Sub-Total:		\$10,810.00
Reinspection Fees (w/late fees):		\$210.00
Civil Penalties:		\$1,950.00
TOTAL AMOUNT DUE:		\$12,970.00
Daily Civil Penalties (\$23,000.00 – 46 days)	(Not to exceed)	\$35,970.00
OWNER OF RECORD:	TOUY KEN	
PROPERTY ABATED:	629 W. MCWILLIAMS AVENUE	
ASSESSOR PARCEL:	139-27-310-051	
LEGAL DESCRIPTION:	LAS VEGAS ORIG TOWNSITE 2ND AMD	
	PLAT BOOK 1 PAGE 46	
	PT LOT 13 BLOCK 9	
	& PT LOTS 14-18	

DSS:jl

C & W Enterprises, Inc.
3160 S. Valley View Blvd, Suite 204
Las Vegas, NV 89102

Disclosure of Principals

The principals and partners of *C & W Enterprises, Inc.*, and all persons and entities holding more than 1% interest in *C & W Enterprises, Inc.* or any principal of *C & W Enterprises, Inc.* are the following:

	Full Name	Business Address	Business Phone
1.	<u>Tony Moreno</u>	<u>3160 S. Valley View #204</u>	<u>732-8961</u>
2.	<u>Jose Moreno</u>	<u>3160 S. Valley View #204</u>	<u>732-8961</u>
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____

Continue list until full and complete disclosure is made.

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

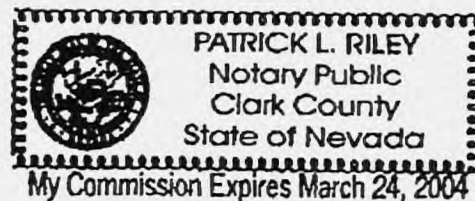
C & W Enterprises, Inc.

By: *Jose Moreno*
Print Name

STATE OF NEVADA)
)
COUNTY OF CLARK)

Subscribed and sworn to before me, a Notary Public,
on this 17th day of AUGUST, 2000.

Patrick L. Riley
NOTARY PUBLIC in and for said
County and State





**NOTICE OF PUBLIC HEARING
MARCH 7, 2007**

Pursuant to Title 9 of the Las Vegas Municipal Code, NOTICE IS HEREBY GIVEN THAT ON **Wednesday, March 7, 2007 at 1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following **REPORT OF EXPENSES** submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

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

Abatement of the property by landscaping front and side yards (rock landscape), paint exterior, replace windows, apply protective covering, removing refuse, waste, trash, litter, vegetation, and repairing or replacing drip edge. on property located at **629 W. McWILLIAMS AVENUE**, legally described as **LAS VEGAS ORIG TOWNSITE 2ND AMD, PLAT BOOK 1 PAGE 46 PT LOT 13 BLOCK 9; & PT LOTS 14-18**. Owner of record at time of abatement: **TOUY KEN - WARD 5 (WEEKLY)**

The Director of Neighborhood Services certifies in the report that the sum of \$12,970.00 was expended (\$9,400.00 for cleaning and securing by C.W. Enterprises; \$210.00 for Re-inspection fees; \$1,950.00 Civil Penalties; and \$1,410.00 Administrative Processing Fee.

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BEVERLY K. BRIDGES
ACTING CITY CLERK

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

Address: 629 W MCWILLIAMS AVE

MTRO

Vacant house, possible vagrants living in house; have dug hole going from one unit to another (Contact Metro Officer Shearer @ 229-8341-office; or 289-5650-cell, for more information)

Parcel(s)

Parcel:	Size:	Subdivision Name:
13927310051	0.15 ACRE	LAS VEGAS ORIG TOWNSITE 2ND AMD

Owner Information:

10-Aug-02	31-Mar-05	BARRUS LISA RITTER DEREK 629 W MCWILLIAMS AVE; LAS VEGAS, NV 89106-3469
31-Mar-05	09-Apr-05	BARRUS LISA P O BOX 185; HYDE PARK, UT 84318
09-Apr-05	01-Dec-05	BARRUS LISA P O BOX 185; HYDE PARK, UT 84318-0185
01-Dec-05		KEN TOUY 427 4TH ST #100; OAKLAND, CA 94607-3817

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
981876	Failed		12/16/2005	12/16/2005 14:12	12/16/2005 14:18	6
981876	Passed	Partial	12/27/2005	12/21/2005 12:35	12/21/2005 12:38	3
981876	Passed	Partial	1/3/2006	01/03/2006 10:28	01/03/2006 10:32	4
981876	Failed		1/10/2006	01/10/2006 12:19	01/10/2006 12:23	4
981876	Passed	Partial	1/19/2006	01/19/2006 15:27	01/19/2006 15:30	3
981876	Failed		1/30/2006	01/30/2006 14:00	01/30/2006 14:03	3
981876	Passed	Partial	4/13/2006	04/14/2006 7:57	04/14/2006 7:57	0
981876	Failed		4/25/2006	04/27/2006 13:25	04/27/2006 13:29	4
981876	Failed		6/26/2006	06/27/2006 10:27	06/27/2006 10:29	2
981876	Failed		7/7/2006	07/07/2006 12:59	07/07/2006 13:02	3
981876	Passed	Partial	7/11/2006	07/24/2006 9:27	07/24/2006 9:32	5
981876	Passed	Partial	7/25/2006	08/04/2006 9:00	08/04/2006 9:03	3
981876	Failed		8/24/2006	08/24/2006 8:46	08/24/2006 8:49	3
900057	No Action		9/27/2006			

Time in Minutes: 43

Violation Details

Violation	Violation DT:	Resolve DT:	Location:
A-REFUSE/WST	12/16/2005		PROPERTY
REMOVE ALL REFUSE AND WASTE.			
A-PERMIT REQ	12/16/2005		PROPERTY
OBTAIN A PERMIT FOR LAWFUL OCCUPANCY			
A-MITIGATION	12/16/2005		PROEPRTY
SUBMIT FOR APPROVAL AND ADHERE TO A MITIATION PLAN.			

A-INTENT LTR 12/16/2005 PROPERTY
SUBMIT A LETTER OF INTENT

A-BRDG CERT 12/16/2005 PROPERTY
OBTAIN A BOARDING CERT

A-PAINTING 12/16/2005 WEST SIDE YARD
REMOVE OR REPAIR BROKEN FENCE AND SECURITY BARS.

A-LITTER 12/16/2005 PROPERTY
REMOVE ALL LITTER

A-BLD DNGR 12/16/2005 4/27/2006 PROPERTY
SECURE ALL STRUCTURES TO CLV SPECS

A-BLD VACANT 5/4/2006 PROPERTY
maintain property clean/secure.

Log

Type:	Date:	Employee:	Min:
LETTER	2/12/2007 2:40:00 PM	JESSICA LARRAMENDY	0
JL) Report of expense memo and ltr mailed to property owner both certified and regular mail.			
MEET	2/12/2007 2:39:00 PM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on March 7, 2007.			
MISC	11/28/2006 1:45:00 PM	LAURA DEARMOND	0
SENT C & W ENTERPRISES INVOICE \$9,400 TO FINANCE & GAVE FILE TO PAM			
PHONE	10/9/2006 9:15:00 AM	KATHY STEWART	0
Per Jack with C&W, will be done with abatement this morning. E-mailed #16 this information for AFTER Abatement Video			
PHONE	9/26/2006 4:06:00 PM	LYNN NIHIPALI	0
16)PER 24, CONTACTED JACK AT C&W 466-8809 (CELL) ARE STILL WORKING ON THIS PROPERTY, CONFUSED ON THE "WINDOW COVERINGS" AND SHOULD BE DONE AT THE END OF THE WEEK.			
MISC	9/6/2006 3:37:00 PM	KATHY STEWART	0
Filed Certified letter, return to sender, unclaimed.			
VIDPRE	9/1/2006 8:47:00 AM	KELLY OLIVERIUS	67
30)FILMED PRE ABATEMENT VIDEO. BLDG SECURE. RW ALL YARDS.			
PHONE	8/31/2006 3:27:00 PM	KELLY OLIVERIUS	0
30)RECIVED A CALL FROM JACK WITH C&W, STATED ABATEMENT IS TO START TUE, 09/05. PER 19 FILM 09/01 DUE TO HOLIDAY ON 09/04.			
BIDA	8/31/2006 9:53:00 AM	KATHY STEWART	0
Faxed Award letter to C&W Enterprises. Contractor has five days to call/fax our office with a start date for abatement.			
DIRECT	8/31/2006 9:51:00 AM	KATHY STEWART	0
Per Devin Smith, Award to low bidder, C&W Enterprises.			
EMAIL	8/29/2006 11:24:00 AM	KATHY STEWART	0
Emailed Devin Smith & Pam Hines, to approve to Proceed with Abatement,AWARD to low bidder, C&W Enterprises.			
RESEAR	8/24/2006 2:34:00 PM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR, NO CHANGE IN OWNERSHIP.			
PHONE	8/24/2006 2:33:00 PM	KELLY OLIVERIUS	0
30)PHONED KEN TOUY, OWNER, NUMBER IS NO LONGER IN SERVICE.			
INSP	8/24/2006 8:46:00 AM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROPERTY, NO ACTIVITY. PIX. ASSESS FEE. PUT IN FOR CONT ABATEMENT. CONTACT OWNER.			
PSTMIT	8/4/2006 9:00:00 AM	KELLY OLIVERIUS	3
30)POSTED NOTICE OF MITIGATION. CB 08/24 DUE TO VACATION PER 24.			
NOTICE	8/3/2006 1:04:00 PM	KATHY STEWART	0
Sent Ten (10) Day Notice Before Mitigation letter to owner. POST: 8/4. C/B: 8/14. Sent file to #30.			

DIRECT	8/3/2006 8:56:00 AM	KATHY STEWART	0
Per Devin Smith, Send 10 Day Notice Before Mitigation letter to owner.			
EMAIL	8/2/2006 7:33:00 AM	KATHY STEWART	0
Emailed Devin Smith for approval to proceed with abatement; send 10 Day Notice Before Abatement letter.			
BIDR	8/2/2006 7:02:00 AM	KATHY STEWART	0
Received Mitigation Bid from contractors (1) C&W Enterprises - \$9,400; (2) Graeagle Construction - \$16,516.69 NOTE: LATE BID received from C.H. Construction - \$14,650			
BIDS	7/25/2006 1:48:00 PM	KATHY STEWART	0
Faxed Invitation to Bid-Mitigation to contractors. Bid due by COB, Tuesday, 8/1/06.			
INSP	7/24/2006 9:27:00 AM	KELLY OLIVERIUS	5
30)EVALUATED PROERPTY FOR CITY MITIGATION. SUBMITTED FORM TO KATHY.			
CIVPEN	7/14/2006 9:57:00 AM	JESSICA LARRAMENDY	0
JL) Processed civil penalty fee of \$300.00. Forwarded to Finance - Invoice #36988HN-335634			
RESEAR	7/10/2006 3:27:00 PM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR, NO CHANGE IN OWNERSHIP.			
PHONE	7/10/2006 3:26:00 PM	KELLY OLIVERIUS	0
30)PHONED KEN TOUY, VM WAS FULL.			
INSP	7/7/2006 12:59:00 PM	KELLY OLIVERIUS	3
30)BLDG OPEN/ACCESS (WINDOW W. SIDE). R/W ALL YARDS, VAG DEBRIS. PIX. ASSESS FEE AND CIVIL PENALTY. CONTACT OWNER. PUT IN FOR ABATEMENT.			
PHONE	6/29/2006 4:11:00 PM	KELLY OLIVERIUS	0
30)PHONED KEN TOUY, VM WAS FULL, UNABLE TO LEAVE MESSAGE.			
INSP	6/27/2006 10:27:00 AM	KELLY OLIVERIUS	2
30)PROPERTY BOARDED/SECURE. LITTER, R/W (VAG DEBRIS). PIX. ASSESS FEE. CONTACT OWNER. SECOND CIVIL PENALTY, \$300, SUBMITTED FOR TO 24.			
BIDR	6/27/2006 7:00:00 AM	KATHY STEWART	0
Mitigation Proposal received from C.H. Construction - \$14,784 (Proposal forward to Devin Smith for review)			
DIRECT	6/23/2006 4:25:00 PM	KELLY OLIVERIUS	0
30)PER DEVIN, RESUME INSPECTIONS.			
RECORD	6/9/2006 8:37:00 AM	JESSICA LARRAMENDY	0
JL) Recorded lien in the amount of \$2,711.35 at Clark County. Book: 20060609 Inst: 02222.			
CIVPEN	5/23/2006 3:28:00 PM	JESSICA LARRAMENDY	0
JL) Processed \$150.00 civil penalty request. Forwarded to Finance - Invoice #36988HN-312332			
MEET	5/17/2006 1:00:00 AM	KELLY OLIVERIUS	630
30)MET WITH DEVIN, PAM, AND CONTRACTORS TO EVALUATE PROPERTY FOR CITY MITIGATION. BID DUE 06/26.			
MISC	5/3/2006 8:20:00 AM	KELLY OLIVERIUS	0
30)SUBMITTED FIRST CIVIL PENALTY FORM TO 24 FOR APPROVAL, \$150			
PHONE	5/3/2006 8:14:00 AM	KELLY OLIVERIUS	0
30)PHONED OWNER, NO ANSWER, LEFT A VM FOR HIM TO CALL.			
RESEAR	5/3/2006 8:13:00 AM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR, NO CHANGE IN OWNERHSIP.			
INSP	4/27/2006 1:25:00 PM	KELLY OLIVERIUS	4
30)NO ACTIVITY AT PROPERTY. NO MITIGATION. REQ FOR CITY MIT:ALL DOORS AND WINDOWS BOARDED. DAMAGE UNK. PROTECTIVE COVERINGS REQ. REPAIR OR REMOVE PERIMETER FENCING. LANDSCAPE ALL YARDS. PAINT FACIA BOARD. PIX. CONTACT OWNER. REFER TO DEVIN.ASSESS FEE.			
NTCPH	4/21/2006 11:43:00 AM	KELLY OLIVERIUS	3
30)POSTED PUBLIC HEARING NOTICE. PIX.			
MISC	4/14/2006 2:31:00 PM	JESSICA LARRAMENDY	0
JL) Rec'd regular mail ltr back - Return to Sender Insufficient address, Unable to forward.			

MISC	4/13/2006 2:51:00 PM	JESSICA LARRAMENDY	0
JL) Rec'd cert letter back - Return to Sender, Insufficient Address - Unable to Forward.			
MEET	4/5/2006 9:04:00 AM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on May 3, 2006.			
LETTER	4/5/2006 9:03:00 AM	JESSICA LARRAMENDY	0
JL) Mailed report of expense ltr and memo to property owner both certified and regular mail.			
MISC	4/4/2006 2:37:00 PM	JESSICA LARRAMENDY	0
JL) Residential duplex - \$325 + \$25.00 = \$350.00 boarded building certificate.			
MISC	3/29/2006 8:16:00 AM	KATHY STEWART	0
Sent invoice (\$1,949) from C.H. Construction to Finance for payment; gave file to Jessica Larramendy for Council.			
MISC	3/27/2006 3:05:00 PM	KATHY STEWART	0
Gave invoice to DS for signature.			
MISC	3/27/2006 8:10:00 AM	KATHY STEWART	0
Emailed Devin Smith to approve Oracle payment for C.H. Construction for completion of abatement.			
EMAIL	3/24/2006 11:05:00 AM	KELLY OLIVERIUS	0
30) EMAILED KATHY TO ADVISE PAYMENT FOR ABATEMENT CAN BE MADE.			
VIDPST	3/24/2006 10:43:00 AM	KELLY OLIVERIUS	6
30) BOARDS NOW PAINTED. FILMED POST ABATMENT VIDEO.			
PHONE	3/24/2006 9:00:00 AM	KELLY OLIVERIUS	1
30) CALL FROM CH STATING ABTMENT IS DONE. WILL VIDEO.			
INSP	3/13/2006 10:20:00 AM	KELLY OLIVERIUS	4
30) BOARDS ON DOORS AND TWO REAR WINDOWS PAINTED WHITE, BLDG IS TAN. 4 BOARDS NOT PAINTED. PER 24, BOARDS TO BE PAINTED COLOR OF BLDG. CONTACTED CH, ADVISED THEM NOT ABATED.			
MISC	2/22/2006 3:30:00 PM	KATHY STEWART	0
Received invoice (\$1,949) from C.H. Construction for completion of abatement. E-mailed #30 this information.			
PHONE	2/21/2006 10:45:00 AM	KELLY OLIVERIUS	2
30) PHONED CHRIS, HE SAID HE WOULD HAVE SOMEONE COME OUT TODAY TO BOARD WINDOW AND REMOVED FENCE SECTION. CB 02/23			
INSP	2/21/2006 10:35:00 AM	KELLY OLIVERIUS	9
30) DUE TO NO CONTACT FROM CHRIS, INSPECTED PROEPRTY. APPEARS ABATED EXCEPT DETERIORATED FENCE LINE ON W. SIDE NOT REOVED. ONE WINDOW ON W. SIDE OPEN, NOT BOARDED.			
PHONE	2/8/2006 12:17:00 PM	KELLY OLIVERIUS	1
30) PHONED CHRIS, INFORMED HIM PROPERTY IS READY TO ABATE. HE SAID THEY WOULD BE STARTING TODAY OR TOMORROW.			
VIDPRE	2/8/2006 12:06:00 PM	KELLY OLIVERIUS	11
30) PER REQUEST FROM CHRIS WITH CH CONST. FILMED PRE ABATMENT VIDEO.			
MISC	2/7/2006 10:50:00 AM	KATHY STEWART	0
Received fax from C.H. Construction for start date of abatement, Wednesday, 2/8/06. E-mailed #30 this information.			
BIDA	2/3/2006 3:41:00 PM	KATHY STEWART	0
Faxed Award letter to C.H. Construction. Contractor has 5 days to call/fax a start date.			
DIRECT	2/3/2006 3:21:00 PM	KATHY STEWART	0
Per Devin Smith, Award to low bidder, C. H. Construction.			
MISC	2/1/2006 11:41:00 AM	KATHY STEWART	0
Sent Certified & Regular letters from owner, Return to Sender, Unable to Forward, to #30 to file.			
RESEAR	1/31/2006 6:35:00 AM	KELLY OLIVERIUS	1
30) CHECKED ASSESSOR FOR OWNERSHIP CHANGE, NO CHANGE.			
PHONE	1/31/2006 6:34:00 AM	KELLY OLIVERIUS	0
30) PHONED OWNER, NO ANSWER, LEFT A VM FOR HIM TO CALL.			
INSP	1/30/2006 2:00:00 PM	KELLY OLIVERIUS	3
30) VIOLATIONS REMAIN, UNCHANGED. R/W ALL YARDS. DOORS NEED TO BE BOARDED. PIX. PUT IN FOR CONT. ABATEMENT. CB 02/01 TO 24.			

NTCABT	1/19/2006 3:27:00 PM	KELLY OLIVERIUS	3
30)POSTED TEN DAY NOTICE TO ABATE. CB 01/30.			
NOTICE	1/18/2006 2:35:00 PM	KATHY STEWART	0
Sent Ten (10) Day Notice Before Abatement letter to owner. POST: 1/19. C/B: 1/30. Sent file to #30.			
BIDR	1/18/2006 8:00:00 AM	KATHY STEWART	0
Received bids from (1) C.H. Construction-\$1,949			
BIDS	1/12/2006 2:39:00 PM	KATHY STEWART	0
Faxed Invitation to Bid to contractors. Bid due by COB, Tuesday, 1/17/06.			
REFER	1/11/2006 6:58:00 AM	KELLY OLIVERIUS	0
30)REFERRED CASE TO 24 FOR ABATEMENT			
PHONE	1/11/2006 6:56:00 AM	KELLY OLIVERIUS	0
30)PHONED KEN TOUY, NO ANSWER, LEFT A VM FOR HIM TO CALL.			
RESEAR	1/11/2006 6:55:00 AM	KELLY OLIVERIUS	2
30)CHECKED ASSESSOR FOR OWNERSHIP CHANGE, NO CHANGE.			
INSP	1/10/2006 12:19:00 PM	KELLY OLIVERIUS	4
30)R/W REMAINS. BLDG SECURE, BUT INTERIOR DOOR STILL OPEN. SECURITY DOOR NOT VERY STURDY. FENCE STILL BROKEN. PIX. WILL ATTEMPT TO CONTACT OWNER AGAIN. PUT IN FOR ABATMENT. ASSESS FEE.			
MISC	1/4/2006 11:52:00 AM	KATHY STEWART	0
Sent Certified letter from owner, Return to Sender, Unable to Forward, to #30 to file.			
PHONE	1/4/2006 7:27:00 AM	KELLY OLIVERIUS	0
30)PHONED KEN TOUY, NO ANSWER, LEFT A VM FOR HIM TO CALL.			
INSP	1/3/2006 10:28:00 AM	KELLY OLIVERIUS	4
30)R/W REMAINS. LITTER. BLDG'S SECURE, BUT ENTRY DOORS NEED TO BE NAILED (CURRENTLY LIGHT WEIGHT SECURITY DOORS LOCKED). PIX. WILL CONTACT OWNER. CB 01/10.			
PHONE	12/23/2005 10:31:00 AM	KELLY OLIVERIUS	0
30)returned a call to ken touy, 925-922-1992, no answer, left a vm for him to call.			
RECORD	12/22/2005 7:32:00 AM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated December 20, 2005 at Clark County. Book: 20051222 Inst: 01714			
NOPOST	12/21/2005 12:35:00 PM	KELLY OLIVERIUS	3
30)POSTED N&O. CB 01/03			
DBPROJ	12/20/2005 11:32:00 AM	KATHY STEWART	0
PHONE	12/19/2005 8:26:00 AM	KELLY OLIVERIUS	0
30)PHONED OFFICER SHEARER, NO ANSWER, LEFT A VM TO CALL IF THEY WANTED MORE INFO.			
MISC	12/19/2005 8:22:00 AM	KELLY OLIVERIUS	6
30)PROCESSED N&O, FORWARDED TO 24 FOR REVIEW.			
RESEAR	12/19/2005 8:16:00 AM	KELLY OLIVERIUS	5
30)ACCESSED ASSESSOR FOR OWNER INFO. CHECKED WHITE PAGES, SEWER, AND HANSEN FOR CONTACT INFO. NO CONTACT NUMBER FOUND.			
INSP	12/16/2005 2:12:00 PM	KELLY OLIVERIUS	6
30)COMMERCIAL, MULTI FAMILY BLDG, VACANT. LITTER. R/W ALL YARDS (BBQ, REFRIGERATOR-DOORS OFF, CLOTHES, CARPET, VAGRANT DEBRIS, ECT.). BROKEN FENCE W S/Y. BROKEN SECURITY BARS W S/Y. PERMIT REQ (VAGRANTS, METER SHUT OFF). OPEN/ACCESS. VAGRANTS. PIX. N&O			
CONCT	12/15/2005 10:16:00 AM	KATHY STEWART	0
Contact Metro Officer Shearer @ 229-8341-office; or 289-5650-cell, for more information. (Officer Shearer has spoken to owner, Derrick Ritter @ (435) 881-8717 or 881-9171, regarding this property.) Address screen shows a new owner, Ken Touy.			

Time in minutes:

791

APN 139-27-310-051
Ref#02325-61

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TOUY KEN**
(Reputed Owner(s)) at time of abatement.

Assessor's Parcel No.: **139-27-310-051**
Commonly known as: **629 W. MCWILLIAMS AVENUE**
Legal Description: **LAS VEGAS ORIG TOWNSITE 2ND AMD
PLAT BOOK 1 PAGE 46
PT LOT 13 BLOCK 9
& PT LOTS 14-18**

On **October 9, 2006**, as provided in the Municipal Code, 9.04, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of **\$12,970.00** were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **March 7, 2007**, ordered the above charges in the amount of **\$12,970.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

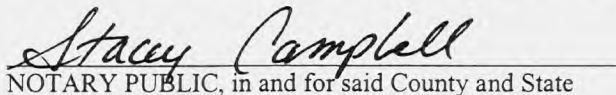

BEVERLY K. BRIDGES, Acting City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

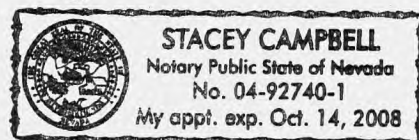
STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.


BEVERLY K. BRIDGES, Acting City Clerk

Subscribed and sworn to before me this 8th day of March, 2007


NOTARY PUBLIC, in and for said County and State



WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101

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

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☐ Consent ☒ Discussion

SUBJECT:

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)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$1,547.00

Funding Source: General Fund

Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired C. H. Construction to remove refuse, waste, trash, debris and vegetation, and post No Vehicles, No Trespassing and No Dumping signs on site. The abatement was completed by C. H. Construction on November 28, 2006 at a cost of \$1,100.00. To date, there have been eleven (11) inspections conducted at this location. The value of the property based on the sale date of August 2006 was \$222,000.00.

RECOMMENDATION:

That the City Council: Approve the report of expenses in the amount of \$1,100.00 for work completed by C.H. Construction, plus 15% administrative fee of \$165.00, reinspection fees (including late fees) of \$132.00, civil penalties in the amount of \$150.00, for a total amount of \$1,547.00, and that charges be filed and recorded against the property, constituting a special assessment and lien, and authorize that the Notice and Lien of Assessment be duly recorded with the Clark County Treasurer.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

CITY COUNCIL MEETING OF: MARCH 7, 2007

Motion made by STEVEN D. ROSS to Approve

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:

Video shown but not submitted.

MAYOR GOODMAN declared the Public Hearing open.

DEVIN SMITH, Manager of Neighborhood Response, indicated the condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken, nor an appeal filed, the Department of Neighborhood Services hired C. H. Construction to remove refuse, waste, trash, debris, vegetation, and post No Vehicles/No Trespassing/No Dumping signs on site. The abatement was completed by C.H. Construction on November 28, 2006. To date there have been 11 inspections at this location. The value of the property based on the sale date of August 2006 was \$222,000. MR. SMITH recommended that the City Council approve the report of expenses in the amount of \$1,100, plus a 15 percent administrative fee of \$165, reinspection and late fees of \$132, civil penalties in the amount of \$150, for a total of \$1,547, and that the above charges be filed and recorded against the property, constituting a special assessment and lien and authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

The property owner was not present.

MAYOR GOODMAN declared the Public Hearing closed.

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 7, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: 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)

C. H. Construction, LLC completed work on November 28, 2006 at a cost of \$1,100.00; \$132.00 in reinspection fees; Civil Penalties of \$150.00 plus a 15% administrative fee, for a total of \$1,547.00.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Dangerous Building, Vacant or Abandoned Buildings and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

Major Cross Streets:
Tropical Parkway & Tenaya Way

6095

6075

6065

6040

7280

W TROPICAL PKWY

5957

5956

5953

5952

5953

5952

5949

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7266

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7262

7260

7258

7256

7254

7252

5928

5929

SILVER HEIGHTS ST

CREST PEAK AVE

ROUND CASTLE ST

5925

7267

7265

7263

7261

7259

7257

7255

7253

5920

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5904

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5901

N TENAYA WAY

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5905

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5929

Memorandum

City of Las Vegas Neighborhood Services Department

To: Beverly Bridges, Acting City Clerk
From: Devin S. Smith, Manager – Neighborhood Response Division
CC: File
Date: February 12, 2007
Re: Report of Expenses for the abatement of Vacant or Abandoned Building at 5953 Round Castle St. - Ward 6 (Ross)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing refuse, waste, trash, debris and vegetation, and posting No Vehicles, No Trespassing and No Dumping signs on site. The abatement was completed by C. H. Construction on November 28, 2006 at a cost of \$1,100.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Refuse/waste/trash/debris/litter removal	\$500.00
Vegetation removal	\$500.00
No trespassing signs posted	\$100.00
AMOUNT DUE:	\$1,100.00
Administrative Processing Fee:	\$165.00
Sub-Total:	\$1,265.00
Reinspection Fees (w/late fees):	\$132.00
Civil Penalties:	\$150.00
TOTAL AMOUNT DUE:	\$1,547.00
OWNER OF RECORD:	BANK OF AMERICA NA
PROPERTY ABATED:	5953 ROUND CASTLE STREET
ASSESSOR PARCEL:	125-27-312-015
LEGAL DESCRIPTION:	VIEWPOINTE-UNIT 3
	PLAT BOOK 76 PAGE 13
	LOT 83 BLOCK 2

DSS:jl

C.H. Construction, LLC
2505 Anthem Village Dr, Suite E-532
Henderson, NV 89052

Disclosure of Principals

The principals and partners of C.H. Construction, LLC and all persons and entities holding more than 1% interest in C.H. Construction, LLC or any principal of C.H. Construction, LLC are the following:

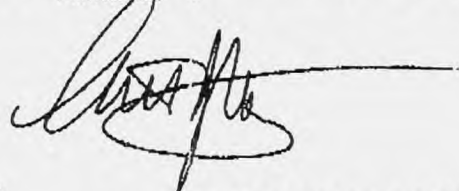
Full Name	Business Address	Business Phone
1. Christopher G. Harrison	2505 Anthem Village Dr. E-532 Hend, NV 89052	702-858-7860
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____

Continue list until full and complete disclosure is made.

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

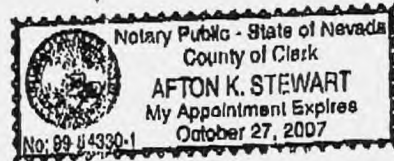
C.H. Construction, LLC

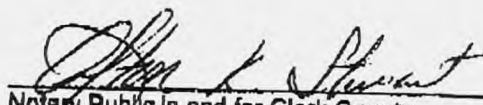
By: Christopher Harrison
Print Name:



STATE OF NEVADA)
COUNTY OF CLARK }

Subscribed and sworn to before me, a Notary Public,
on this 2nd day of May, 2005.





Notary Public in and for Clark County,
State of Nevada



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

NOTICE OF PUBLIC HEARING
MARCH 7, 2007

Pursuant to Title 9 of the Las Vegas Municipal Code, NOTICE IS HEREBY GIVEN THAT ON **Wednesday, March 7, 2007 at 1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following **REPORT OF EXPENSES** submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by removing refuse, waste, trash, debris, vegetation and posting "No Vehicles, No Trespassing & No Dumping" signs on property located at **5953 ROUND CASTLE STREET**, legally described as **VIEWPOINTE-UNIT 3, PLAT BOOK 76 PAGE 13 LOT 83 BLOCK 2**. Owner of record at time of abatement: **BANK OF AMERICA NA – WARD 6 (ROSS)**

The Director of Neighborhood Services certifies in the report that the sum of \$1,547.00 was expended (\$1,100.00 for cleaning of the property by C. H. Construction; \$132.00 for Re-inspection fees; \$165.00 Administrative Processing Fee and \$150.00 civil penalties).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BEVERLY K. BRIDGES
ACTING CITY CLERK

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

Address: 5953 ROUND CASTLE ST

CITZ

V-HOUSE IS NOT BEING KEPT UP. REAR YARD AND FRONT YARD FULL OF DRY HIGH WEEDS/GRASS. FIRE HAZARD. MAY BE VAGRANTS LIVING INSIDE

Parcel(s)

Parcel: 12527312015 **Size:** 0.18 ACRE **Subdivision Name:** VIEWPOINTE-UNIT 3

Owner Information:

10-Aug-02 29-Dec-04 MORRISON GARY J
5953 ROUND CASTLE ST; LAS VEGAS, NV 89130-4947
29-Dec-04 24-Aug-06 MORRISON GARY J PHELPS LAURA
5953 ROUND CASTLE ST; LAS VEGAS, NV 89130-4947
24-Aug-06 BANK OF AMERICA NA
5953 ROUND CASTLE ST; LAS VEGAS, NV 89130-4947

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
982400	Passed	Partial	7/18/2006	07/24/2006 10:50	07/24/2006 10:58	8
981876	Failed		7/26/2006	07/28/2006 10:27	07/28/2006 10:32	5
982400	Passed	Partial	8/4/2006	08/04/2006 10:40	08/04/2006 10:42	2
981876	Passed	Partial	8/14/2006	08/23/2006 10:23	08/23/2006 10:26	3
981876	Passed	Partial	9/11/2006	08/29/2006 8:57	08/29/2006 9:00	3
981876	Failed		9/11/2006	09/12/2006 10:26	09/12/2006 10:29	3
982400	Passed	Partial	10/16/2006	10/03/2006 10:53	10/03/2006 10:55	2
982400	Failed		10/16/2006	11/01/2006 12:51	11/01/2006 13:00	9
982400	Passed	Partial	11/21/2006	11/21/2006 8:35	11/21/2006 8:53	18
982400	Passed	Partial	11/29/2006	11/30/2006 14:20	11/30/2006 14:30	10
870076	Passed		12/1/2006	12/12/2006 14:21	12/12/2006 14:21	0
Time in Minutes:						63

Violation Details

Violation	Violation DT:	Resolve DT:	Location:
A-OBSTRUCT	7/26/2006	9/12/2006	SIDEWALK
REMOVE ALL VEGETATION (TREE LIMBS) FROM THE RIGHT OF WAY.			
A-REFUSE/WST	7/26/2006	12/12/2006	PROPERTY
REMOVE ALL REFUSE AND WASTE, INCLUDING DEAD VEGE.			
A-MITIGATION	7/26/2006	12/12/2006	PROPERTY
SUBMIT A MITIGATION PLAN.			
A-INTENT LTR	7/26/2006	12/12/2006	PROPERTY
SUBMIT A LETTER OF INTENT			
A-BLD VACANT	7/26/2006	12/12/2006	PROPERTY
MAINTAIN PROPERTY CLEAN/SECURE.			
A-LITTER	7/26/2006	12/12/2006	PROPERTY
REMOVE ALL LITTER.			

A-WEEDS 7/26/2006 12/12/2006 PROPERTY

REMOVE ALL HIGH WEEDS.

Log

Type:	Date:	Employee:	Min:
LETTER	2/12/2007 3:27:00 PM	JESSICA LARRAMENDY	0
JL) Report of expense letter mailed to property owner both certified and regular mail.			
MEET	2/12/2007 3:26:00 PM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on March 7, 2007			
MISC	12/12/2006 2:20:00 PM	LAURA DEARMOND	0
SENT C H CONSTRUCTION INVOICE \$1,100 TO FINANCE & GAVE FILE TO PAM			
VIDPST	11/30/2006 2:20:00 PM	LYNN NIHIPALI	10
16)POST-ABATEMENT VIDEO TAKEN-FORWARD FILE TO 24 TO GET READY FOR COUNCIL. LD HAS FILE FOR INVOICE			
VIDREQ	11/28/2006 3:38:00 PM	LAURA DEARMOND	0
REC'D INVOICE & SENT EMAIL TO 16 FOR VIDEO			
VIDPRE	11/21/2006 9:37:00 AM	LYNN NIHIPALI	8
16)PRE-ABATEMENT VIDEO TAKEN			
VIDREQ	11/20/2006 10:11:00 AM	LAURA DEARMOND	0
REC'D FAX FROM C.H. CONSTRUCTION START DATE WILL BE TUESDAY 11-21-06, SENT EMAIL TO 16 REQUESTING VIDEO			
INSP	11/20/2006 8:35:00 AM	LYNN NIHIPALI	18
16)NO CHANGES.			
VIDPRE	11/20/2006 8:35:00 AM	LYNN NIHIPALI	18
16)PRE ABATEMENT VIDEO AND PRE ABATEMENT PIX TAKEN.			
BIDA	11/17/2006 3:30:00 PM	LAURA DEARMOND	0
AWARDED TO C H CONSTRUCTION			
DIRECT	11/15/2006 12:03:00 PM	PAMELA HINES	0
24) ASSESSOR SHOWS SAME OWNER: B OF A. PLEASE PROCEED WITH ABATEMENT.			
INSP	11/1/2006 12:51:00 PM	LYNN NIHIPALI	9
16)NOTHING HAS BEEN DONE, TOOK PIX, FEE, PROCEED WITH ABATEMENT.			
PHONE	10/24/2006 8:42:00 AM	KATHY STEWART	0
Received call from Bank of America, they do not own property, new owner recently took over property, Bank of America did not have new owners name.			
NOPOST	10/3/2006 10:53:00 AM	LYNN NIHIPALI	2
16)NOTICE POSTED, NO CHANGES, CB 10-16			
INSP	10/3/2006 10:53:00 AM	LYNN NIHIPALI	2
16)NOTICE POSTED, NO CHANGES, CB 10-16			
NOPOST	10/3/2006 10:53:00 AM	LYNN NIHIPALI	2
16)POSTED ON FRONT DOOR			
NOTICE	9/29/2006 8:10:00 AM	LAURA DEARMOND	0
SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER BANK OF AMERICA NA			
BIDR	9/29/2006 7:31:00 AM	LAURA DEARMOND	0
REC'D BIDS (1)C.H. CONSTRUCTION \$1,100 (2)JAMES BURKE INC \$1,500 (3)WEAVER CONSTRUCTION \$1,600 (4)C&W ENTERPRISES \$2,600			
BIDS	9/22/2006 3:12:00 PM	LAURA DEARMOND	0
FAXED BID TO CONTRACTORS, DUE BACK 9-28			
EMAIL	9/14/2006 4:31:00 PM	KELLY OLIVERIUS	0
30)EMAILED LINDA FOR CONTACT NUMBER			
RESEAR	9/14/2006 4:31:00 PM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR, NO CHANGE IN OWNERSHIP.			

INSP	9/12/2006 10:26:00 AM	KELLY OLIVERIUS	3
30)ALL VIOL. REMAIN EXCEPT BRANCHES IN ROW HAVE BROKEN OFF AND BEEN PUT INTO THE D/W AREA. PIX. ASSESS FEE. EMAIL LINDA FOR NUMBER. PUT IN FOR ABATEMENT.			
MISC	9/6/2006 2:24:00 PM	LAURA DEARMOND	0
REC'D CERT CARD FROM OWNER BANK OF AMERICA NA & ATTACHED CARD TO FILE			
RECORD	9/1/2006 12:07:00 PM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated August 28, 2006 at Clark County. Book: 20060901 Inst: 02813.			
NOPOST	8/29/2006 8:57:00 AM	KELLY OLIVERIUS	3
30)POSTED N&O, CB 09/11			
DBPROJ	8/28/2006 2:03:00 PM	LAURA DEARMOND	0
MISC	8/25/2006 2:00:00 PM	KELLY OLIVERIUS	5
30)PROCESSED N&O, FORWARDED TO KATHY.			
RESEAR	8/25/2006 1:56:00 PM	KELLY OLIVERIUS	4
30)ACCESSED ASSESSOR FOR OWNER INFO. CHECKED WHITE PAGES AND SEWER FOR CONTACT NUMBER, NO NUMBER FOUND.			
RESEAR	8/24/2006 1:32:00 PM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR,CHANGE IN OWNERSHIP. OWNED BY BANK OF AMERICA. PROCESS NEW N&O.			
INSP	8/23/2006 10:23:00 AM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROPERTY. VIOLATIONS REMAIN. CHANGE IN OWNERSHIP, PROCESS NEW N&O. PIX.			
INSP	8/23/2006 10:23:00 AM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROPERTY, ALL VIOL. REMAIN. PIX. ASSESS FEE. PUT IN FOR ABATEMENT. EMAIL LINDA FOR CONTACT NUMBER.			
RECORD	8/9/2006 1:32:00 PM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated August 3, 2006 at Clark County. Book: 20060809 Inst: 02079.			
NOPOST	8/4/2006 10:40:00 AM	LYNN NIHIPALI	2
16)POSTED ON GARAGE DOOR, CB 8/14			
DBPROJ	8/3/2006 2:12:00 PM	KATHY STEWART	0
MISC	8/2/2006 3:24:00 PM	KELLY OLIVERIUS	5
30)PROCESSED N&O, FORWARDED TO KATHY.			
PHONE	8/2/2006 3:22:00 PM	KELLY OLIVERIUS	0
30)PHONED NUMBER, 452-8204, NO ANSWER, NO MESSAGE. MAY NOT BE ONWER'S NUMBER DUE TO DIFFERENCE IN MIDDLE INITIAL.			
RESEAR	8/2/2006 3:17:00 PM	KELLY OLIVERIUS	5
30)ACCESSED COUTNTY SITE FOR OWNER INFO. CHECKED WHITE PAGES, SEWER, AND HANSEN FOR CONTACT INFO. FOUND NUMBER FOR A GARY W MORRISON.			
INSP	7/28/2006 10:27:00 AM	KELLY OLIVERIUS	5
30)SFD, NO BOARDS, SECURE. LITTER, WEEDS, R/W (BINS, DEAD VEGE, DISMANTLED PATIO CONVER, ECT.). VEGE IN ROW (TREE LIMBS). PIX. PROCESS N&O.			
INSP	7/24/2006 10:50:00 AM	LYNN NIHIPALI	8
16)HOUSE APPEARS VACANT, FEW HIGH WEEDS IN FRONT YARD, MOSTLY TRASH AND DEBRIS IN FRONT YARD AND SIDE YARD(SIDE YARD NOT SEEN FROM STREET) NO EVIDENCE OF VAGRANT ACTIVITY, WILL REFER TO 30			

Time in minutes:

115

APN 125-27-312-015
Ref#01618-55

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **BANK OF AMERICA NA**
(Reputed Owner(s)) at time of abatement.

Assessor's Parcel No.: **125-27-312-015**
Commonly known as: **5953 ROUND CASTLE STREET**
Legal Description: **VIEWPOINTE-UNIT 3**
PLAT BOOK 76 PAGE 13
LOT 83 BLOCK 2

On **November 28, 2006**, as provided in the Municipal Code, 9.04, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of **\$1,547.00** were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **March 7, 2007**, ordered the above charges in the amount of **\$1,547.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

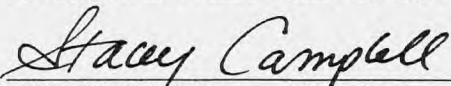

BEVERLY K. BRIDGES, Acting City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.


BEVERLY K. BRIDGES, Acting City Clerk

Subscribed and sworn to before me this 8th day of March, 2007



NOTARY PUBLIC, in and for said County and State



WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

EXTENSION OF TIME - REZONING

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.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council approval letter for ZON-5121

Motion made by LOIS TARKANIAN to Approve Subject to Conditions Items 91-93 with the following added condition as read for the record:

A. The property shall be cleaned and a fence shall be installed around the property to prevent further deterioration.

Passed For: 5; Against: 0; Abstain: 1; Did Not Vote: 0; Excused: 0

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

NOTE: COUNCILMAN WOLFSON disclosed that the applicant is the parent of children he provided legal service for; therefore, he would abstain from voting on all items.

CITY COUNCIL MEETING OF: MARCH 7, 2007

Minutes:

COUNCILWOMAN TARKANIAN requested to bring forward Items 91 through 93 for discussion. She is concerned about this property as it is an eyesore, and several complaints have been received. She verified with MARGO WHEELER, Director of Planning and Development, that the Extension of Time will expire in nine months. The Councilwoman also imposed a condition that the property be cleaned and that a fence be installed around the perimeter of the property to prevent further deterioration.

COUNCILWOMAN TARKANIAN mentioned that this item was approved a long time ago as a site development.



AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 7, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: EOT-18785 - APPLICANT/OWNER: CAROLYN MICH'L ET AL

**** CONDITIONS ****

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. This Rezoning (ZON-5121) shall expire on December 15th, 2007 unless another Extension of Time is approved.
2. Conformance to the Conditions of Approval for Rezoning (ZON-5121) and all other subsequent related cases and as required by the Planning and Development Department and Department of Public Works.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a 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.

The extension of time request is due to the applicant switching builders for the project and contamination of groundwater at the subject property. The applicant is working toward cleaning the groundwater on the site; however, this project could move on to the Tentative Map stage to keep progressing. Approval of this request with a one year time limit is recommended. It is noted that two other Extensions of Time (EOT-19549 and EOT-19548) related to this project shall be heard concurrently with this item.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
05/16/01	The City Council approved a request (GPA-0006-01) to amend the Southwest Sector Plan of the General Plan for this property from SC (Service Commercial) to GC (General Commercial). The Planning Commission recommended denial on 04/12/01.
05/16/01	The City Council approved a request for Rezoning (Z-0014-01) of the subject property from C-1 (Limited Commercial) to C-2 (General Commercial); a Special Use Permit (U-0040-01) for a minor auto repair garage with service bays that face a public right-of-way; a Special Use Permit (U-0041-01) for a boat and trailer dealership; a Special Use Permit (U-0042-01) for used motor vehicle sales; and a Site Development Plan Review [Z-0014-01(1)] for a proposed 11,400 square-foot building. The Planning Commission had no recommendation for these applications at its 04/12/01 meeting because it had recommended denial of an accompanying application for a General Plan Amendment (GPA-0006-01).
08/06/03	The City Council approved an Extension of Time (EOT-2448) on an approved Special Use Permit (U-0040-01) for a Minor Auto Repair Garage with service bays that face a public right-of-way. The Planning Commission recommended approval of the application on 07/10/03, and the staff recommended denial of the application on the same date.

12/03/03	The City Council approved an Extension of Time (EOT-3126) on an approved Special Use Permit (U-0041-01), which allowed a new and used boat and trailer dealership; an Extension of Time (EOT-3127) on an approved Special Use Permit (U-0042-01), which allowed used motor vehicle sales; an Extension of Time (EOT-3230) on a request for Rezoning (Z-0014-01) from U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] to C-2 (General Commercial); and a Site Development Plan Review [Z-0014-01(1)] which allowed an 11,400 square foot commercial building. The Planning Commission recommended approval on 11/06/03, and the staff recommended denial on the same date.
12/15/04	The City Council approved a General Plan Amendment (GPA-5120) to reclassify the subject property from GC (General Commercial) to ML (Medium-Low Density Residential), a Rezoning (ZON-5121) the subject property from C-2 (General Commercial) to R-PD8 (Residential Planned Development - 8 Units Per Acre), a Variance (VAR-5124) to reduce the open space requirement, and a 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). The Planning Commission recommended approval on 10/07/04. Staff recommended denial.
Related Building Permits/Business Licenses	
There are no permits or licenses related to this request.	
Pre-Application Meeting	
A pre-application meeting is not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	

Details of Application Request	
Site Area	
Gross Acres	5.0

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	SC (Service Commercial)	U (Undeveloped) [ML (Medium Low Density Residential) land use designation] under Resolution of Intent to R-PD8 (Residential Planned Development – 8 Units per Acre)
North	Commercial	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
East	Commercial	SC (Service Commercial)	C-1 (Limited Commercial)

West	Commercial Undeveloped	SC (Service Commercial)	C-2 (General Commercial) R-E (Residence Estates)
------	-------------------------------	----------------------------	---

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		X	N/A
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
A-O Airport Overlay District (200-foot)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an extension of time on the subject property. The applicant has changed builders, which resulted in a delay. Additionally, the underground water at this site is contaminated. The applicant is in the process of cleaning the groundwater. This set of applications could move on to the Tentative Map stage to continue progress with the proposed project. Approval of this request with a one year time limit is recommended.

Conditions of approval from ZON-5121

1. A General Plan Amendment (GPA-5120), a Variance (VAR-5124), and a Site Development Plan Review (SDR-5122) approved by the City Council and prior to the issuance of any permits, any site grading, and any development activity for the site.
2. A Resolution of Intent with a two-year time limit.
3. Dedicate 40 feet of right-of-way adjacent to this site for Lindell Road and dedicate a 54-foot radius on the southeast corner of Charleston Boulevard and Lindell Road.
4. Construct half-street improvements including appropriate overpaving on Lindell Road adjacent to this site concurrent with development of this site. Construct all incomplete half-street improvements on Charleston Boulevard adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. Obtain permission from Clark County for any work proposed on the west side of Lindell Road prior to the issuance of any permits.

5. Obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Charleston Boulevard public right-of-way adjacent to this site prior to the issuance of any permits.
6. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.
7. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

FINDINGS

Approval of the original Rezoning (ZON-5121) was granted on 12/15/04. This request for an extension of time is deemed appropriate given the circumstances currently occurring on the subject property. Approval of this request is recommended.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT N/A

SENATE DISTRICT N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-18785** APN: **163-01-501-001 & 2**

Name of Property Owner: **CAROLYN MICH'L ETAL**

Name of Applicant: **CAROLYN MICH'L**

Name of Representative: **KHOSRO POURGHAREMAN**

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

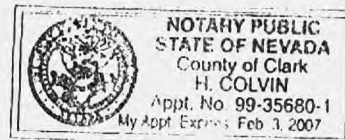
Print Name: _____

CAROLYN MICH'L

Subscribed and sworn before me

This **15th** day of **Dec.**, 20 **06**

[Signature]
Notary Public in and for said County and State



CHARLESTON - LINDELL

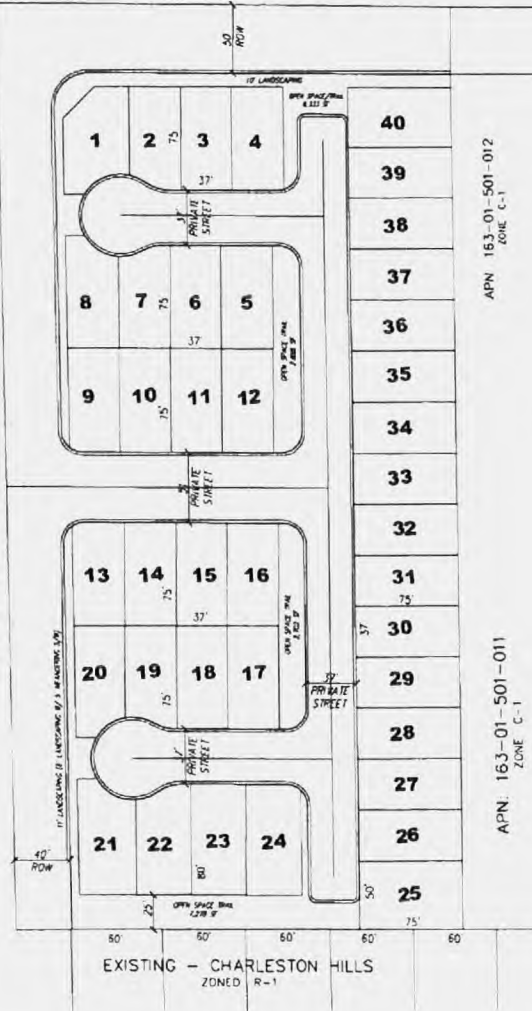
CHARLESTON BLVD.



APN: 163-01-103-025
ZONE C-1

APN: 163-01-103-026
ZONE C-1

LINDELL ROAD



APN: 163-01-501-012
ZONE C-1

APN: 163-01-501-011
ZONE C-1

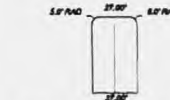


OWNER
RONALD B. CARPENTER
3019 KODAK
LAS VEGAS, NV 89117

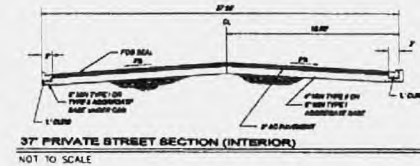
DEVELOPER
RICHMOND AMERICAN HOMES
2640 PASEO VERDE PARKWAY SUITE 120
HENDERSON, NEVADA 89014

ASSESSORS PARCEL NUMBER:
163-01-501-001,002

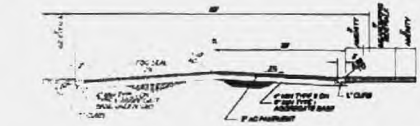
OVERALL TABULATIONS
EXISTING FORMS: C-2
PROPOSED FORMS: R-10M
EXISTING LAND USE: DC
PROPOSED LAND USE: MEDIAN LOW
OF UNITS: 40
GROSS ACRES: 5.4 ACRES +/-
DENSITY: 8.0
OPEN SPACE REQUIRED: 28,740 SF
OPEN SPACE PROVIDED: 18,201 SF (MAY
34% REDUCTION IN OS)



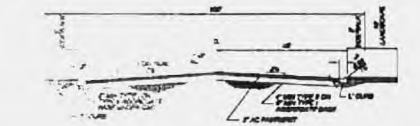
TYPICAL 37' PRIVATE DRIVE
(NOT GREATER THAN 150' IN LENGTH)



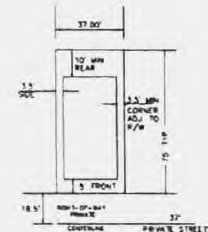
37' PRIVATE STREET SECTION (INTERIOR)
NOT TO SCALE



80' PUBLIC STREET HALF-SECTION (LINDELL RD.)
NOT TO SCALE



100' PUBLIC STREET HALF-SECTION (CHARLESTON BLVD.)
NOT TO SCALE



LOT DETAIL (TYPICAL)
NOT TO SCALE
(TYPICAL LOT SIZE 2,775.50 FT +/-)

RICHMOND AMERICAN HOMES
2640 PASEO VERDE PARKWAY SUITE 120
HENDERSON, NEVADA 89014
(702) 987-1800

**SITE PLAN TO ACCOMPANY
OPA / REZONINGSDR**
CHARLESTON - LINDELL
CITY OF LAS VEGAS, NEVADA

DATE: AUGUST 2, 2006
DESIGNED BY: E. BUIE
REVIEWED BY: E. BUIE
PROJECT NO: RA-0067
ENGINEERING SEAL:

SHEET
1
OF
1
DRAWING NO.

EOT-18785
02-07-07 CC

**LETTER OF JUSTIFICATION
APN 163-01-501-001 & 002
EXTENSION OF TIME
ZON-5121, GPA-5120, VAR-5124, SDR-5122**

THIS PROJECT WAS APPROVED BY THE CITY OF LAS VEGAS FOR A PROPOSED RESIDENTIAL DEVELOPMENT. THE SITE IS LOCATED ON THE SOUTHEAST SIDE OF CHARLESTON BLVD. AND LINDELL RD.

THE OWNERS NEED ADDITIONAL TIME FOR DEVELOPMENT OF THIS PROJECT. THE CAUSE OF DELAY WAS DUE TO THE ORIGINAL BUILDER WHO OBTAINED THE APPROVAL OF THE ZONING DECIDED TO CANCEL THE AGREEMENT. FURTHERMORE; THE UNDERGROUND WATER OF THIS SITE IS CONTAMINATED AND IT IS IN THE PROCESS OF BEING CLEANED.

THE DESIGN CONCEPT OF THE PROJECT REMAINS THE SAME AS IT WAS APPROVED PER THE ZONE CHANGE AND OTHER RELATED APPROVAL.

THE OWNERS REQUEST 2 YEARS EXTENSION FOR THE ABOVE SUBJECT PROJECT.

**EOT-18785
02-07-07 CC**



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER



051423

December 17, 2004

Ronald & Carolyn Mich'l
3075 Rosana
Las Vegas, Nevada 89117

RE: ZON-5121 - REZONING
CITY COUNCIL MEETING OF DECEMBER 15, 2004
Related to GPA-5120, VAR-5124 and SDR-5122

Dear Applicant:

The City Council at a regular meeting held December 15, 2004 APPROVED the request for a Rezoning 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). The Notice of Final Action was filed with the Las Vegas City Clerk on December 16, 2004. This approval is subject to:

Planning and Development

1. A General Plan Amendment (GPA-5120), a Variance (VAR-5124), and a Site Development Plan Review (SDR-5122) approved by the City Council and prior to the issuance of any permits, any site grading, and any development activity for the site.
2. A Resolution of Intent with a two-year time limit.

Public Works

3. Dedicate 40 feet of right-of-way adjacent to this site for Lindell Road and dedicate a 54- foot radius on the southeast corner of Charleston Boulevard and Lindell Road.
4. Construct half-street improvements including appropriate overpaving on Lindell Road adjacent to this site concurrent with development of this site. Construct all incomplete half-street improvements on Charleston Boulevard adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. Obtain permission from Clark County for any work proposed on the west side of Lindell Road prior to the issuance of any permits.

EOT-18785
02-07-07 CC

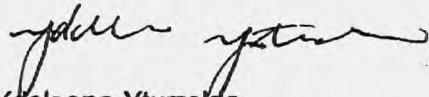
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

Ronald and Carolyn Mich'l
ZON-5121 – Page Two
December 17, 2004

5. Obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Charleston Boulevard public right-of-way adjacent to this site prior to the issuance of any permits.
6. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.
7. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

Sincerely,



Ydoleena Yturzae
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Manny Pattni
Richmond American Homes
2940 Paseo Verde Parkway, Suite #120
Henderson, Nevada 89074

Mr. Russell Skuse
RS Consulting, Inc.
7525 Hickam Avenue
Las Vegas, Nevada 89129

EOT-18785
02-07-07 CC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

EXTENSION OF TIME - VARIANCE

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

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council approval letter for VAR-5124

Motion made by LOIS TARKANIAN to Approve Subject to Conditions Items 91-93 with the following added condition as read for the record:

A. The property shall be cleaned and a fence shall be installed around the property to prevent further deterioration.

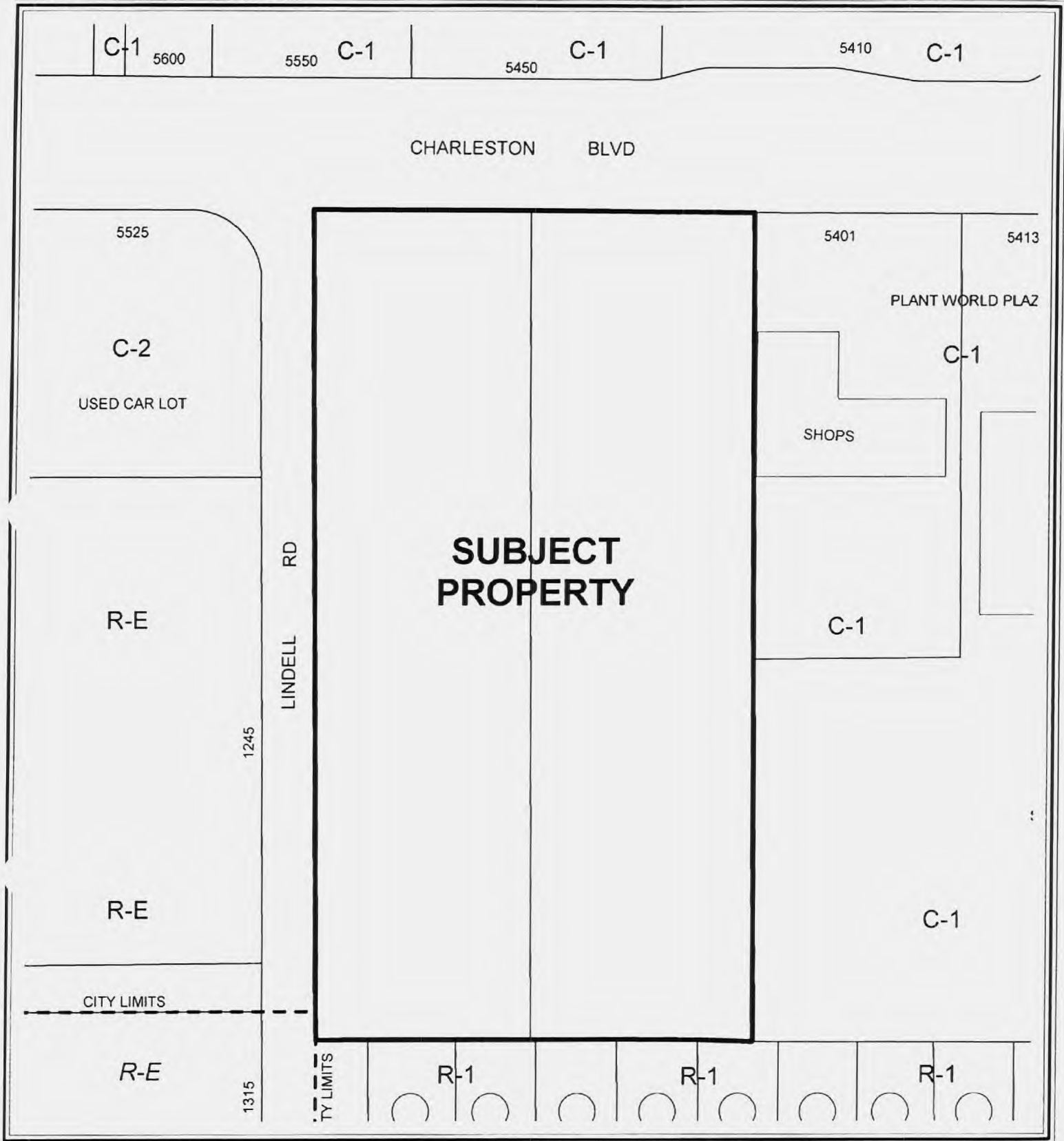
Passed For: 5; Against: 0; Abstain: 1; Did Not Vote: 0; Excused: 0

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

NOTE: COUNCILMAN WOLFSON disclosed that the applicant is the parent of children he provided legal service for; therefore, he would abstain from voting on all items.

Minutes:

See Item 91 for related discussion.



CASE: EOT-19549

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) [ML (MEDIUM LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE)



AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 7, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: EOT-19549 - APPLICANT/OWNER: CAROLYN MICH'L ET AL

**** CONDITIONS ****

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. This Variance (VAR-5124) shall expire on December 15th, 2007 unless another Extension of Time is approved.
2. Conformance to the Conditions of Approval for Variance (VAR-5124) and all other subsequent related cases and as required by the Planning and Development Department and Department of Public Works.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a 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.

The extension of time request is due to the applicant switching builders for the project and contamination of groundwater at the subject property. The applicant is working toward cleaning the groundwater on the site; however, this project could move on to the Tentative Map stage to keep progressing. Approval of this request with a one year time limit is recommended. It is noted that two other Extensions of Time (EOT-19548 and EOT-18785) related to this project shall be heard concurrently with this item.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
05/16/01	The City Council approved a request (GPA-0006-01) to amend the Southwest Sector Plan of the General Plan for this property from SC (Service Commercial) to GC (General Commercial). The Planning Commission recommended denial on 04/12/01.
05/16/01	The City Council approved a request for Rezoning (Z-0014-01) of the subject property from C-1 (Limited Commercial) to C-2 (General Commercial); a Special Use Permit (U-0040-01) for a minor auto repair garage with service bays that face a public right-of-way; a Special Use Permit (U-0041-01) for a boat and trailer dealership; a Special Use Permit (U-0042-01) for used motor vehicle sales; and a Site Development Plan Review [Z-0014-01(1)] for a proposed 11,400 square-foot building. The Planning Commission had no recommendation for these applications at its 04/12/01 meeting because it had recommended denial of an accompanying application for a General Plan Amendment (GPA-0006-01).
08/06/03	The City Council approved an Extension of Time (EOT-2448) on an approved Special Use Permit (U-0040-01) for a Minor Auto Repair Garage with service bays that face a public right-of-way. The Planning Commission recommended approval of the application on 07/10/03, and the staff recommended denial of the application on the same date.

12/03/03	The City Council approved an Extension of Time (EOT-3126) on an approved Special Use Permit (U-0041-01), which allowed a new and used boat and trailer dealership; an Extension of Time (EOT-3127) on an approved Special Use Permit (U-0042-01), which allowed used motor vehicle sales; an Extension of Time (EOT-3230) on a request for Rezoning (Z-0014-01) from U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] to C-2 (General Commercial); and a Site Development Plan Review [Z-0014-01(1)] which allowed an 11,400 square foot commercial building. The Planning Commission recommended approval on 11/06/03, and the staff recommended denial on the same date.
12/15/04	The City Council approved a General Plan Amendment (GPA-5124) to reclassify the subject property from GC (General Commercial) to ML (Medium-Low Density Residential), a Rezoning (ZON-5121) the subject property from C-2 (General Commercial) to R-PD8 (Residential Planned Development - 8 Units Per Acre), a Variance (VAR-5124) to reduce the open space requirement, and a 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). The Planning Commission recommended approval on 10/07/04. Staff recommended denial.
Related Building Permits/Business Licenses	
There are no permits or licenses related to this request.	
Pre-Application Meeting	
A pre-application meeting is not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	

Details of Application Request

Site Area

Gross Acres	5.0
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Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	SC (Service Commercial)	U (Undeveloped) [ML (Medium Low Density Residential) land use designation] under Resolution of Intent to R-PD8 (Residential Planned Development – 8 Units per Acre)
North	Commercial	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
East	Commercial	SC (Service Commercial)	C-1 (Limited Commercial)

West	Commercial Undeveloped	SC (Service Commercial)	C-2 (General Commercial) R-E (Residence Estates)
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<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		X	N/A
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
A-O Airport Overlay District (200-foot)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

<i>Open Space</i>							
<i>Total Acreage</i>	<i>Density</i>	<i>Required</i>			<i>Provided</i>		<i>Compliance</i>
		<i>Ratio</i>	<i>Percent</i>	<i>Area</i>	<i>Percent</i>	<i>Area</i>	
Five Acres	8 Units per Acre	1.65	13.2 %	28,750 SF	8.8 %	19,201 SF	N

ANALYSIS

This is the first request for an extension of time on the subject property. The applicant has changed builders, which resulted in a delay. Additionally, the underground water at this site is contaminated. The applicant is in the process of cleaning the groundwater. This set of applications could move on to the Tentative Map stage to continue progress with the proposed project. Approval of this request with a one year time limit is recommended.

Conditions of approval from VAR-5124

1. Approval of and conformance to the Conditions of Approval for an amendment to the General Plan (GPA-5120), Rezoning (ZON-5121), and a Site Development Plan Review (SDR-5122).
2. This Variance shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

FINDINGS

Approval of the original Variance (VAR-5124) was granted on 12/15/04. This request for an extension of time is deemed appropriate given the circumstances currently occurring on the subject property. Approval of this request is recommended.

<u>NEIGHBORHOOD ASSOCIATIONS NOTIFIED</u>	N/A
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<u>ASSEMBLY DISTRICT</u>	N/A
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<u>SENATE DISTRICT</u>	N/A
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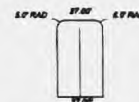
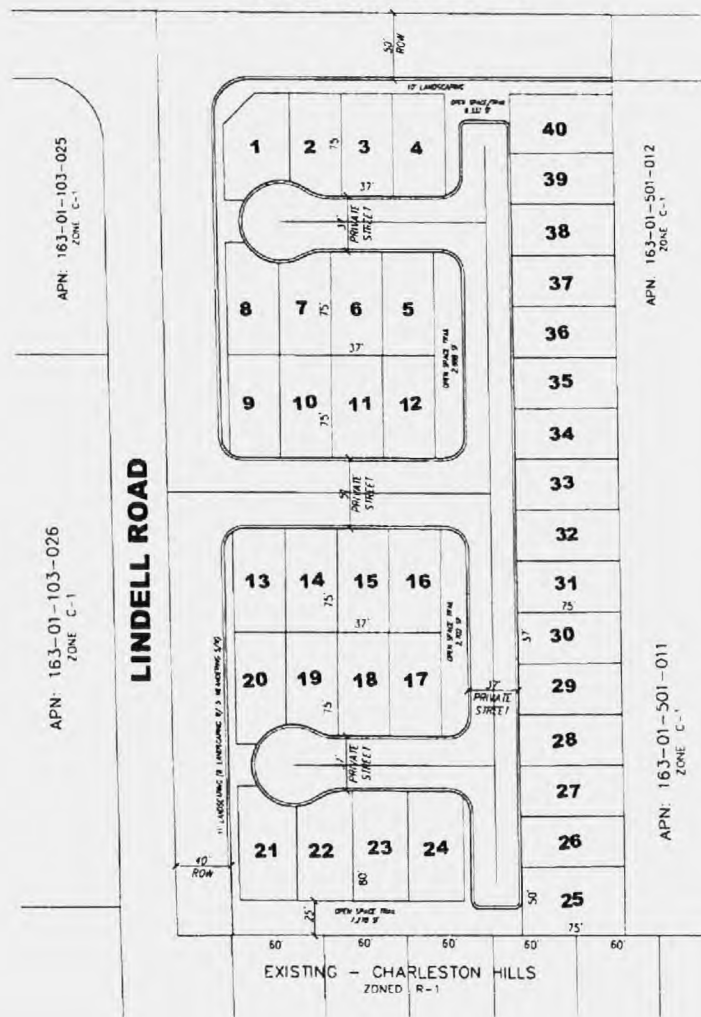
<u>NOTICES MAILED</u>	N/A
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<u>APPROVALS</u>	0
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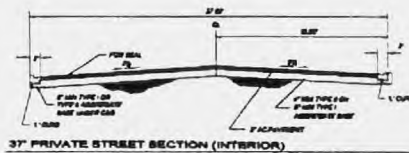
<u>PROTESTS</u>	0
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CHARLESTON BLVD.



TYPICAL ST PRIVATE DRIVE
(NOT GREATER THAN 150 IN LENGTH)



37' PRIVATE STREET SECTION (INTERIOR



50' PUBLIC STREET HALF-SECTION (LINDELL RD.)



100' PUBLIC STREET HALF-SECTION (CHARLESTON BLVD.)
NOT TO SCALE



OWNER
RONALD A. CARP BY MOW

DEVELOPER

**ASSESSORS PARCEL
NUMBER:**
16.3-01-167-001.007

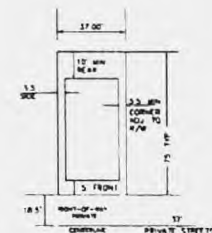
OVERALL TABULATION

EXISTING POWER ———— 2-2
PROPOSED POWER ———— 8-POB

EXISTING LAND USE ———— GC
PROPOSED LAND USE ———— MED/LR LOW

OF UNITS ———— 43
GROSS AREA ———— 3 ACRES +/-
DENSITY ———— 80

OPEN SPACE REQUIRED ———— 28,740 SF
OPEN SPACE PROVIDED ———— 18,201 SF (63%)



LOT DETAIL (TYPICAL)
NOT TO SCALE
(TYPICAL LOT SIZE 2,775 SQ FT +/-)

RECEIVED

NOTE: THIS PLAN WAS PREPARED USING SOURCE INFORMATION. IT IS ILLUSTRATIVE AND IS TO BE USED FOR PLANNING PURPOSES ONLY. NO LIABILITY IS ASSURED.

F:\RS Consulting\Projects\Richmond American\RA-0067\Planning\0067 SITE 8-15-04.dwg, 12/15/2006 9:15:14 AM

RICHMOND AMERICAN HOMES

RS CONSULTING, INC.
STRATEGIC PLANNING SOLUTIONS
800-845-4444

SITE PLAN TO ACCOMPANY
GPA / REZONING/SDR

CHARLESTON - LINDELL
CITY OF LAS VEGAS, NEVADA

DATE
APPROVED BY
DESIGNED BY
CHECKED BY
SCALE
PROJECT NO.
RA-0067
ENGINEERING, SC

1

EOT-19549
03-07-07 CC

**LETTER OF JUSTIFICATION
APN 163-01-501-001 & 002
EXTENSION OF TIME
ZON-5121, GPA-5120, VAR-5124, SDR-5122
DECEMBER 14, 2006**

THIS PROJECT WAS APPROVED BY THE CITY OF LAS VEGAS FOR A PROPOSED RESIDENTIAL DEVELOPMENT. THE SITE IS LOCATED ON THE SOUTHEAST SIDE OF CHARLESTON BLVD. AND LINDELL RD.

THE OWNERS NEED ADDITIONAL TIME FOR DEVELOPMENT OF THIS PROJECT. THE CAUSE OF DELAY WAS DUE TO THE ORIGINAL BUILDER WHO OBTAINED THE APPROVAL OF THE ZONING DECIDED TO CANCEL THE AGREEMENT. FURTHERMORE; THE UNDERGROUND WATER OF THIS SITE IS CONTAMINATED AND IT IS IN THE PROCESS OF BEING CLEANED.

THE DESIGN CONCEPT OF THE PROJECT REMAINS THE SAME AS IT WAS APPROVED PER THE ZONE CHANGE AND OTHER RELATED APPROVAL.

THE OWNERS REQUEST 2 YEARS EXTENSION FOR THE ABOVE SUBJECT PROJECT.

**EOT-19549
03-07-07 CC**



February 23, 2005

Ronald & Carolyn Mich'l
3075 Rosana
Las Vegas, Nevada 89117

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN

LAWRENCE WEEKLY

MICHAEL MACK

STEVE WOLFSON

LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

RE: VAR-5124 - VARIANCE
CITY COUNCIL MEETING OF DECEMBER 15, 2004
Related to GPA-5120, ZON-5121 and SDR-5122

Dear Applicant:

The City Council at a regular meeting held December 15, 2004 APPROVED the request for a Variance 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), GC (General Commercial) Zone [PROPOSED: R-PD8 (Residential Planned Development - 8 Units per Acre)]. The Notice of Final Action was filed with the Las Vegas City Clerk on December 16, 2004. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for an amendment to the General Plan (GPA-5120), Rezoning (ZON-5121), and a Site Development Plan Review (SDR-5122).
2. This Variance shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

Sincerely,

A handwritten signature in cursive script, reading "Angela Crolli".

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

A handwritten signature in cursive script, reading "M. Margo Wheeler".

M. Margo Wheeler, AICP
Director
Planning and Development Department

Cc: See Attached List

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

18112-001-1-05

CLV 7009



Ronald & Carolyn Mich'l
VAR-5124 – Page Two
February 23, 2005

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Manny Pattni
Richmond American Homes
2940 Paseo Verde Parkway, Suite #120
Henderson, Nevada 89074

Mr. Russell Skuse
RS Consulting, Inc.
7525 Hickam Avenue
Las Vegas, Nevada 89129

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW

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

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council approval letter for SDR-5122

Motion made by LOIS TARKANIAN to Approve Subject to Conditions Items 91-93 with the following added condition as read for the record:

A. The property shall be cleaned and a fence shall be installed around the property to prevent further deterioration.

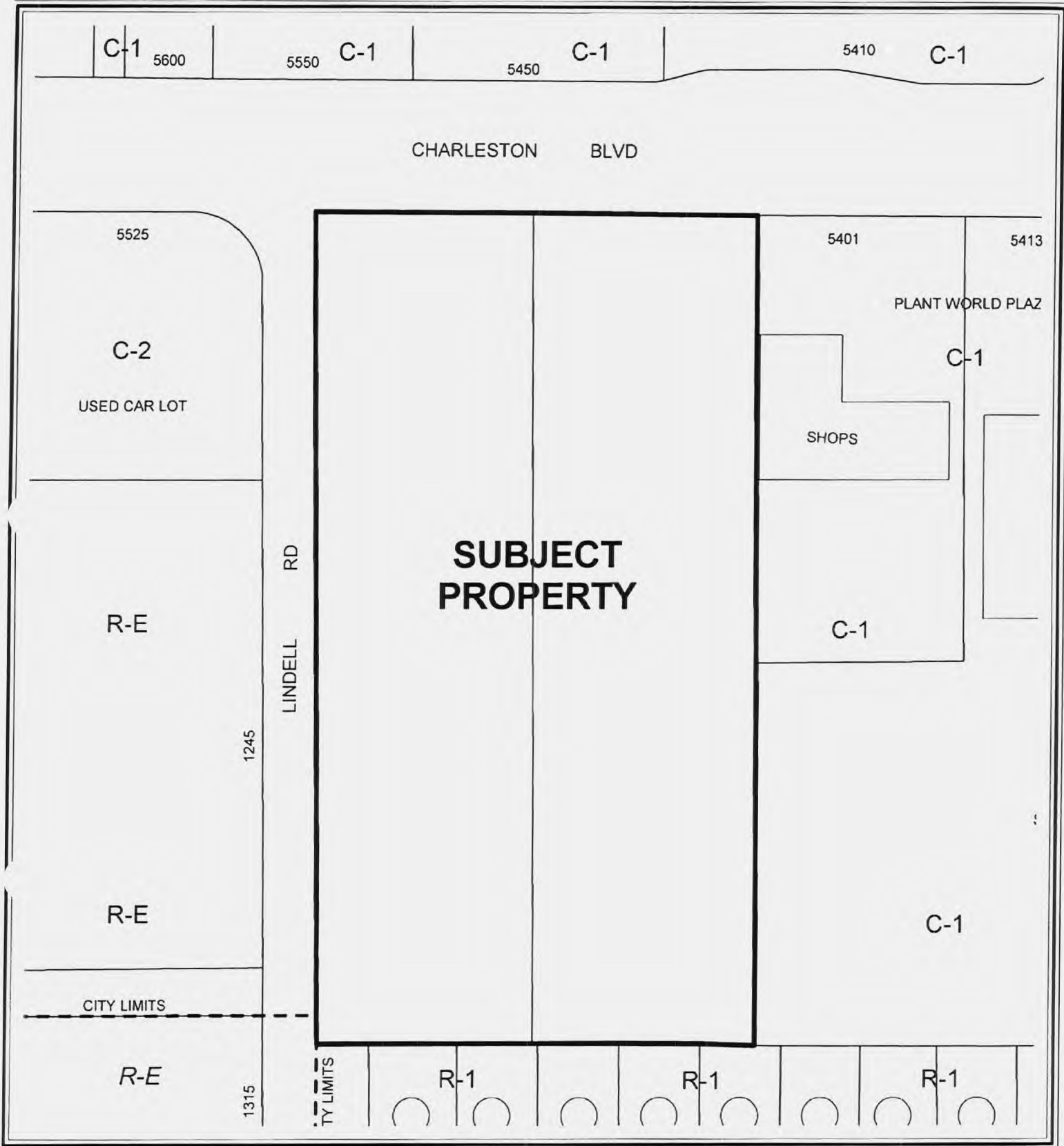
Passed For: 5; Against: 0; Abstain: 1; Did Not Vote: 0; Excused: 0

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

NOTE: COUNCILMAN WOLFSON disclosed that the applicant is the parent of children he provided legal service for; therefore, he would abstain from voting on all items.

Minutes:

See Item 91 for related discussion.

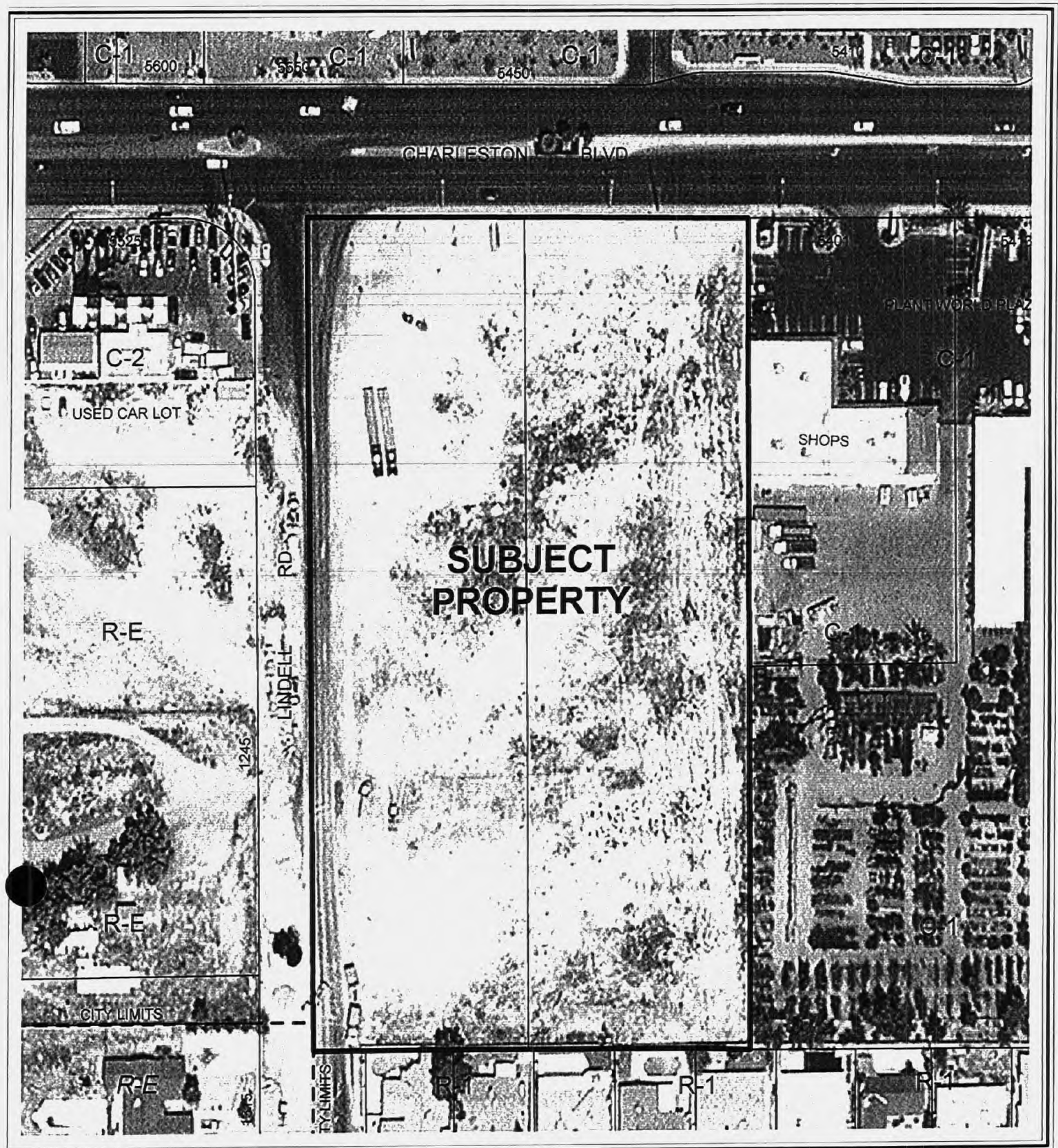


CASE: EOT-19548

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) [ML (MEDIUM LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE)





CASE: EOT-19548

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) [ML (MEDIUM LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE)



AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 7, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: EOT-19548 - APPLICANT/OWNER: CAROLYN MICH'L ET AL

**** CONDITIONS ****

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. This Site Development Plan Review (SDR-5122) shall expire on December 15th, 2007 unless another Extension of Time is approved.
2. Conformance to the Conditions of Approval for Site Development Plan Review (SDR-5122) and all other subsequent related cases and as required by the Planning and Development Department and Department of Public Works.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a 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.

The extension of time request is due to the applicant switching builders for the project and contamination of groundwater at the subject property. The applicant is working toward cleaning the groundwater on the site; however, this project could move on to the Tentative Map stage to keep progressing. Approval of this request with a one year time limit is recommended. It is noted that two other Extensions of Time (EOT-19549 and EOT-18785) related to this project shall be heard concurrently with this item.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
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12/03/03	The City Council approved an Extension of Time (EOT-3126) on an approved Special Use Permit (U-0041-01), which allowed a new and used boat and trailer dealership; an Extension of Time (EOT-3127) on an approved Special Use Permit (U-0042-01), which allowed used motor vehicle sales; an Extension of Time (EOT-3230) on a request for Rezoning (Z-0014-01) from U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] to C-2 (General Commercial); and a Site Development Plan Review [Z-0014-01(1)] which allowed an 11,400 square foot commercial building. The Planning Commission recommended approval on 11/06/03, and the staff recommended denial on the same date.
12/15/04	The City Council approved a General Plan Amendment (GPA-5124) to reclassify the subject property from GC (General Commercial) to ML (Medium-Low Density Residential), a Rezoning (ZON-5121) the subject property from C-2 (General Commercial) to R-PD8 (Residential Planned Development - 8 Units Per Acre), a Variance (VAR-5124) to reduce the open space requirement, and a 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). The Planning Commission recommended approval on 10/07/04. Staff recommended denial.
Related Building Permits/Business Licenses	
There are no permits or licenses related to this request.	
Pre-Application Meeting	
A pre-application meeting is not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	

Details of Application Request	
Site Area	
Gross Acres	5.0

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	SC (Service Commercial)	U (Undeveloped) [ML (Medium Low Density Residential) land use designation] under Resolution of Intent to R-PD8 (Residential Planned Development – 8 Units per Acre)
North	Commercial	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
East	Commercial	SC (Service Commercial)	C-1 (Limited Commercial)

West	Commercial Undeveloped	SC (Service Commercial)	C-2 (General Commercial) R-E (Residence Estates)
------	---------------------------	----------------------------	---

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		X	N/A
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
A-O Airport Overlay District (200-foot)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

This Site Development Plan Review proposes the following Development Standards:

Standards	<i>Provided</i>
Min. Lot Size (square feet)	2,775
Min. Lot Width (feet)	37
Min. Setbacks (feet)	
• Front	5
• Side	3.5
• Corner	3.5
• Rear	10
Max. Building Height (feet)	25.3 feet

ANALYSIS

This is the first request for an extension of time on the subject property. The applicant has changed builders, which resulted in a delay. Additionally, the underground water at this site is contaminated. The applicant is in the process of cleaning the groundwater. This set of applications could move on to the Tentative Map stage to continue progress with the proposed project. Approval of this request with a one year time limit is recommended.

Conditions of approval from SDR-5122

1. The development shall be limited to a maximum number of 37 lots.
2. An application for a General Plan Amendment (GPA-5124), Rezoning (ZON-5087), and a Variance (VAR-5124) approved by the City Council.

3. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.
4. All development shall be in conformance with the site plan and building elevations dated 10/05/04, except as amended by conditions herein.
5. The standards for this development shall include the following: minimum lot sizes of 2,775 square feet, minimum distances between buildings of seven feet, and building heights not exceeding two stories or 35 feet, whichever is less.
6. The setbacks for this development shall be a maximum of five feet to the front of the house/garage as measured from the back of sidewalk or from the back of curb if no sidewalk is provided, 3.5 feet on the side, 3.5 feet on the corner side, and 10 feet in the rear. Homes on corner lots shall be situated with the side yard opposite the corner side yard at 3.5 feet.
7. All homes developed on lots adjacent to the existing residential are to the south of the site shall be single-story homes.
8. The site plan shall be revised or corrected and approved by the Planning and Development Department staff to reflect the deficiencies noted in these conditions prior to the time application is made for a Tentative Map.
9. A detailed landscape plan shall be provided and approved by Planning and Development Department staff, prior to the time application is made for a Tentative Map to reflect minimum 24-inch box trees planted a maximum of 30 feet on-center and a minimum of four five-gallon shrubs for each tree within provided planters. The design, location, height, and type of materials of all perimeter walls shall be shown. At a minimum, the perimeter walls shall be decorative block walls, with at least 20 percent contrasting materials. Wall heights shall be measured from the side of the fence with the least vertical exposure above the finished grade, unless otherwise stipulated.
10. Landscaping and a permanent underground sprinkler system shall be installed and permanently maintained in a satisfactory manner.
11. Air conditioning units shall not be mounted on rooftops.
12. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Title 19.12.050.
13. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
14. All City Code requirements and design standards of all City departments must be satisfied.
15. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

16. Air conditioning units shall not be mounted on rooftops.
17. Meet with the Fire Protection Engineering Section of the Department of Fire Services prior to submittal of a Tentative Map for this site. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.
18. A Homeowner's Association shall be established to maintain all perimeter walls, private roadways, landscaping and common areas created with this development. All landscaping shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.
19. Landscape and maintain all unimproved right-of-way on Lindell Road adjacent to this site.
20. Submit an Encroachment Agreement for all landscaping and private improvements located in the Lindell Road public right-of-way adjacent to this site prior to occupancy of this site.
21. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).
22. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first. We note that a deviation from Standards was requested for cul-de-sac bulbs in the justification letter and that offset sidewalk is proposed on Lindell Road.
23. Site development to comply with all applicable conditions of approval for ZON-5121 and all other subsequent site-related actions.

FINDINGS

Approval of the original Site Development Plan Review (SDR-5122) was granted on 12/15/04. This request for an extension of time is deemed appropriate given the circumstances currently occurring on the subject property. Approval of this request is recommended.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

N/A

ASSEMBLY DISTRICT

N/A

SENATE DISTRICT N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-19548 APN: 163-01-501-001 4002

Name of Property Owner: CAROLYN MICH'L

Name of Applicant: CAROLYN MICH'L

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: CAROLYN MICH'L

Subscribed and sworn before me

This 29th day of January, 2007

Dorothy Grace Shaw

Notary Public in and for said County and State

CHARLESTON - LINDELL

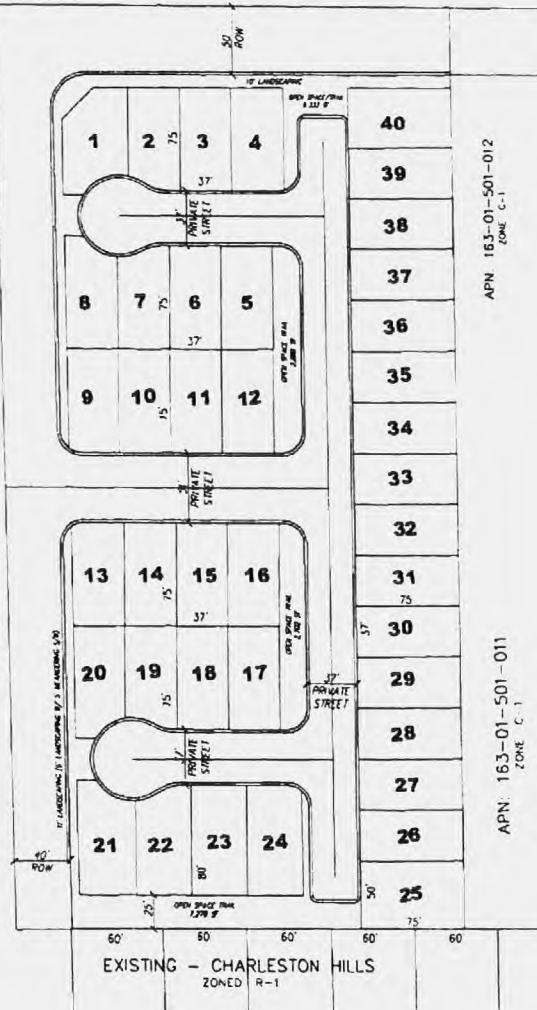
CHARLESTON BLVD.



APN: 163-01-103-025
ZONE C-1

APN: 163-01-103-026
ZONE C-1

LINDELL ROAD



EXISTING - CHARLESTON HILLS
ZONED R-1

APN: 163-01-501-012
ZONE C-1

APN: 163-01-501-011
ZONE C-1



VICINITY MAP
NOT TO SCALE

OWNER

ROUND & CARROLL INC.
2815 BROADWAY
LAS VEGAS, NV 89102

DEVELOPER

RICHMOND AMERICAN HOMES
3940 PARK ROAD, SUITE 100
HENDERSON, NEVADA 89014

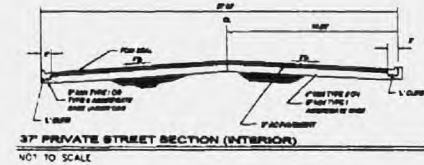
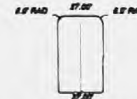
ASSESSORS PARCEL NUMBER:

163-01-501-001-002

OVERALL TABULATIONS

EXISTING ZONING: C-1
PROPOSED ZONING: R-108
EXISTING LAND USE: DC
PROPOSED LAND USE: HIGH-DENSITY
OF UNITS: 10
GROSS ACREAGE: 5.4 ACRES +/-
GROSS SQ. FT.: 235,000
OPEN SPACE REQUIRED: 28,740 SQ. FT.
OPEN SPACE PROVIDED: 12,200 SQ. FT. (5% MAX)
- 34% REDUCTION IN G.S.

TYPICAL 37' PRIVATE DRIVE (NOT GREATER THAN 150' IN LENGTH)



NOT TO SCALE

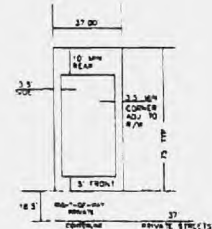
60' PUBLIC STREET HALF-SECTION (LINDELL RD.)

NOT TO SCALE



100' PUBLIC STREET HALF-SECTION (CHARLESTON BLVD.)

NOT TO SCALE



LOT DETAIL (TYPICAL)

NOT TO SCALE
(TYPICAL LOT SIZE 2,775 SQ. FT. +/-)

EOT-19548
03-07-07 CC

RICHMOND AMERICAN HOMES

SITE PLAN TO ACCOMPANY
GPA / REZONING/SDR

SHEET

DATE

DESIGNED BY

REVIEWED BY

DATE

PROJECT NO.

RA-0067

ENGINEER SEAL

1

1

1

**LETTER OF JUSTIFICATION
APN 163-01-501-001 & 002
EXTENSION OF TIME
ZON-5121, GPA-5120, VAR-5124, SDR-5122
DECEMBER 14, 2006**

THIS PROJECT WAS APPROVED BY THE CITY OF LAS VEGAS FOR A PROPOSED RESIDENTIAL DEVELOPMENT. THE SITE IS LOCATED ON THE SOUTHEAST SIDE OF CHARLESTON BLVD. AND LINDELL RD.

THE OWNERS NEED ADDITIONAL TIME FOR DEVELOPMENT OF THIS PROJECT. THE CAUSE OF DELAY WAS DUE TO THE ORIGINAL BUILDER WHO OBTAINED THE APPROVAL OF THE ZONING DECIDED TO CANCEL THE AGREEMENT. FURTHERMORE; THE UNDERGROUND WATER OF THIS SITE IS CONTAMINATED AND IT IS IN THE PROCESS OF BEING CLEANED.

THE DESIGN CONCEPT OF THE PROJECT REMAINS THE SAME AS IT WAS APPROVED PER THE ZONE CHANGE AND OTHER RELATED APPROVAL.

THE OWNERS REQUEST 2 YEARS EXTENSION FOR THE ABOVE SUBJECT PROJECT.

**EOT-19548
03-07-07 CC**



February 23, 2005

Ronald & Carolyn Mich'l
3075 Rosana
Las Vegas, Nevada 89117

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

RE: SDR-5122 - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF DECEMBER 15, 2004
Related to GPA-5120, ZON-5121 and VAR-5124

Dear Applicant:

The City Council at a regular meeting held December 15, 2004 APPROVED the request for a Site Development Plan Review 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), U (Undeveloped) Zone [GC (General Commercial) General Plan Designation] under Resolution of Intent to C-2 (General Commercial) Zone [PROPOSED: R-PD8 (Residential Planned Development - 8 Units per Acre)]. The Notice of Final Action was filed with the Las Vegas City Clerk on December 16, 2004. This approval is subject to:

Planning and Development

1. The development shall be limited to a maximum number of 37 lots.
2. An application for a General Plan Amendment (GPA-5124), Rezoning (ZON-5087), and a Variance (VAR-5124) approved by the City Council.
3. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.
4. All development shall be in conformance with the site plan and building elevations dated 10/05/04, except as amended by conditions herein.
5. The standards for this development shall include the following: minimum lot sizes of 2,775 square feet, minimum distances between buildings of seven feet, and building heights not exceeding two stories or 35 feet, whichever is less.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

18112-001-1-05

CLV 7009

6. The setbacks for this development shall be a maximum of five feet to the front of the house/garage as measured from the back of sidewalk or from the back of curb if no sidewalk is provided, 3.5 feet on the side, 3.5 feet on the corner side, and 10 feet in the rear. Homes on corner lots shall be situated with the side yard opposite the corner side yard at 3.5 feet.
7. All homes developed on lots adjacent to the existing residential area to the south of the site shall be single-story homes.
8. The site plan shall be revised or corrected and approved by the Planning and Development Department staff to reflect the deficiencies noted in these conditions prior to the time application is made for a Tentative Map.
9. A detailed landscape plan shall be provided and approved by Planning and Development Department staff, prior to the time application is made for a Tentative Map to reflect minimum 24-inch box trees planted a maximum of 30 feet on-center and a minimum of four five-gallon shrubs for each tree within provided planters. The design, location, height, and type of materials of all perimeter walls shall be shown. At a minimum, the perimeter walls shall be decorative block walls, with at least 20 percent contrasting materials. Wall heights shall be measured from the side of the fence with the least vertical exposure above the finished grade, unless otherwise stipulated.
10. Landscaping and a permanent underground sprinkler system shall be installed and permanently maintained in a satisfactory manner.
11. Air conditioning units shall not be mounted on rooftops.
12. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Title 19.12.050.
13. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
14. All City Code requirements and design standards of all City departments must be satisfied.
15. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.
16. Air conditioning units shall not be mounted on rooftops.

Public Works

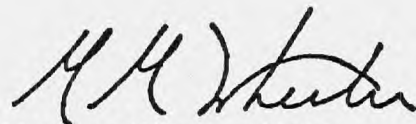
17. Meet with the Fire Protection Engineering Section of the Department of Fire Services prior to submittal of a Tentative Map for this site. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

18. A Homeowner's Association shall be established to maintain all perimeter walls, private roadways, landscaping and common areas created with this development. All landscaping shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.
19. Landscape and maintain all unimproved right-of-way on Lindell Road adjacent to this site.
20. Submit an Encroachment Agreement for all landscaping and private improvements located in the Lindell Road public right-of-way adjacent to this site prior to occupancy of this site.
21. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).
22. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first. We note that a deviation from Standards was requested for cul-de-sac bulbs in the justification letter and that offset sidewalk is proposed on Lindell Road.
23. Site development to comply with all applicable conditions of approval for ZON-5121 and all other subsequent site-related actions.

Sincerely,



Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk



M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Russell Skuse
RS Consulting, Inc.
7525 Hickam Avenue
Las Vegas, Nevada 89129

Mr. Manny Pattni
Richmond American Homes
2940 Paseo Verde Parkway, Suite #120
Henderson, Nevada 89074

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

EXTENSION OF TIME - REZONING

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

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council approval letter for ZON-5726

Motion made by GARY REESE to Approve Subject to Conditions and amending Conditions 1 and 2 as read for the record:

1. This Zoning (ZON-5726) shall expire on February 16th, 2009 unless another Extension of Time is approved.
2. Conformance to the Conditions of Approval for Zoning (ZON-5726) and all other subsequent related cases and as required by the Planning and Development Department and Department of Public Works.

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)

CITY COUNCIL MEETING OF: MARCH 7, 2007

Minutes:

MARGO WHEELER, Director of Planning and Development Department, asked that the Site Development Plan Review referenced in Conditions 1 and 2 be deleted and replaced with the language of ZON-5726.



AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 7, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: EOT-19407 - APPLICANT/OWNER: GABRIEL MANRIQUEZ

**** CONDITIONS ****

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. This Site Development Plan Review (SDR-5727) shall expire on February 16th, 2009 unless another Extension of Time is approved.
2. Conformance to the Conditions of Approval for Site Development Plan Review (SDR-5727) and all other subsequent related cases and as required by the Planning and Development Department and Department of Public Works.
3. The applicant shall re-apply for a Variance for lot width requirements to replace VAR-5730, which expired on 02/16/06, prior to the issuance of a building permit.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for an Extension of Time of an approved Rezoning (ZON-5726) which allowed a Rezoning from R-1 (Single Family Residential) to P-R (Professional Office And Parking) on 0.17 acres at 717 South 8th Street.

The applicant has made progress on the proposed conversion of a residence to an office. The extension of time would permit the applicant time to complete the conversion. It is noted that as the Variance (VAR-5730) expired, the applicant shall be required to re-apply for the variance prior pulling any permits. Approval of this request is recommended.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
02/16/05	The City Council approved a Rezoning (ZON-5726) from R-1 (Single Family Residential) to P-R (Professional Office And Parking), a Site Development Plan Review (SDR-5727) for a 1,495 square foot residential to office conversion and waivers of landscape and buffer requirements, and a Variance (VAR-5730) to allow a 48 foot lot width when 60 feet is required for a proposed professional office development. The Planning Commission and staff recommended approval.
02/16/06	Per Condition Number 2 of VAR-5730, the Variance expired.
<i>Related Building Permits/Business Licenses</i>	
There are no permits or licenses related to this request.	
<i>Pre-Application Meeting</i>	
A pre-application meeting is not required, nor was one held.	
<i>Neighborhood Meeting</i>	
A neighborhood meeting is not required, nor was one held.	
<i>Details of Application Request</i>	
<i>Site Area</i>	
Net Acres	0.17

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single Family Residential	MXU (Mixed Use)	R-1 (Single Family Residential) under Resolution of Intent to P-R (Professional Office and Parking)
North	Office	MXU (Mixed Use)	P-R (Professional Office and Parking)
South	Single Family Residential	MXU (Mixed Use)	R-1 (Single Family Residential)
East	Office	MXU (Mixed Use)	P-R (Professional Office and Parking)
West	Office	MXU (Mixed Use)	P-R (Professional Office and Parking)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan			
Redevelopment Plan Area	X		Y
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first extension of time request for the proposed project. The applicant has made progress in the form of removing a shed from the site. The extension of time would permit the applicant time to work with contractors to complete the proposed conversion of this residence to an office. It is noted that the original Variance (VAR-5730) for lot width requirements has expired. The applicant shall be required to re-apply for a variance with-in the time frame of this extension of time request. Approval of this request is recommended, subject to conditions.

Conditions of approval from ZON-5726

1. A Resolution of Intent with a two-year time limit.
2. A Variance application (VAR-5730) and a Site Development Plan Review application (SDR-5726), approved by the Planning Commission and City Council prior to the issuance of any permits, any site grading, and all development activity for the site.

3. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.
4. All new or modifications to existing driveways shall be designed, located and constructed in accordance with Standard Drawing #222A.
5. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

FINDINGS

Approval of the original Rezoning (ZON-5726) was granted on 02/16/05. This request for an extension of time is deemed appropriate given the circumstances currently occurring on the subject property. Approval of this request is recommended.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

N/A

ASSEMBLY DISTRICT

N/A

SENATE DISTRICT

N/A

NOTICES MAILED

N/A

APPROVALS

0

PROTESTS

0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number **EOT-19407** APN: 139-34 810 040

Name of Property Owner: GABRIEL MANRIQUEZ

Name of Applicant: GABRIEL MANRIQUEZ

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes _____ X No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: [Signature]

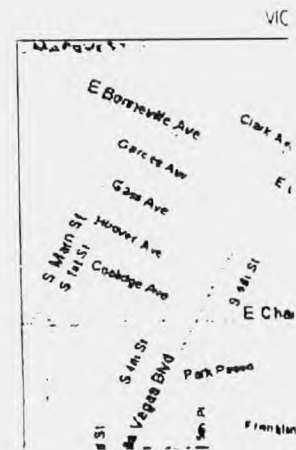
Print Name: GABRIEL MANRIQUEZ

Subscribed and sworn before me

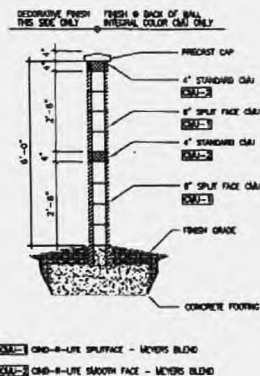
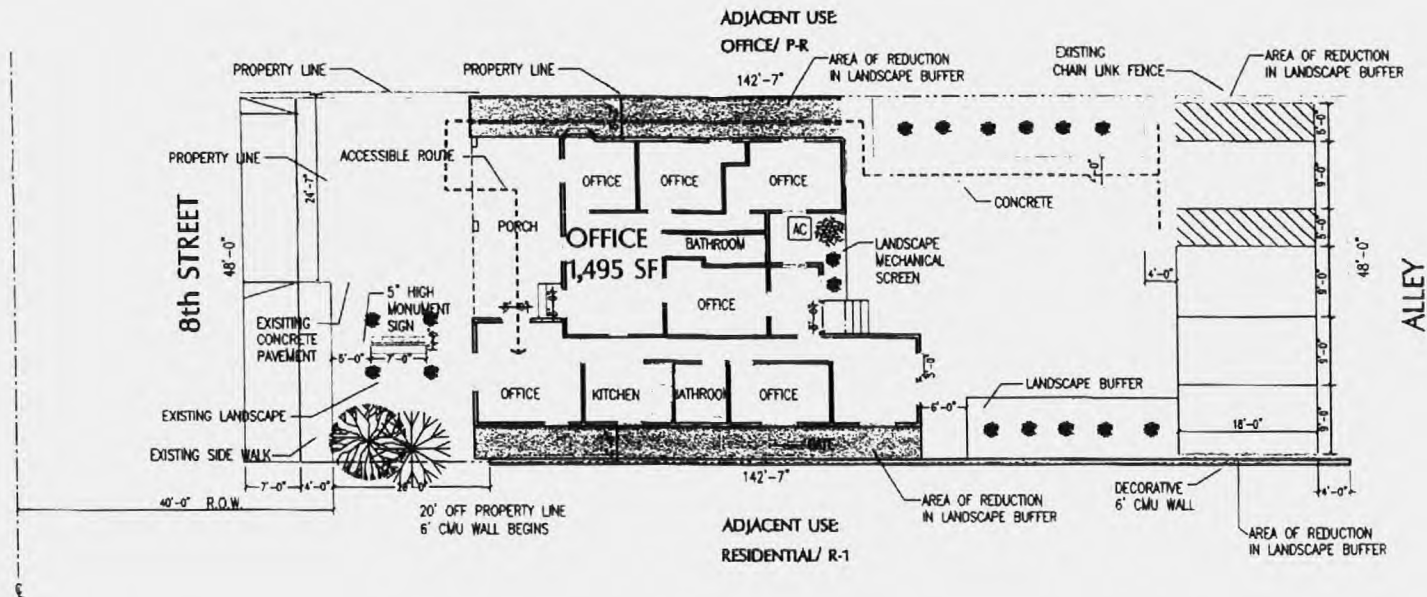
This 23rd day of January, 2007

[Signature]
Notary Public in and for said County and State





RECEIVED
JAN 25 2007



November 30, 2004

Westgate Capital LLC

Lot 8 and 9, Block 14

SITE: 6,844 SF

Gabriel Manriquez
717 South 8th Street
LAS VEGAS, NEVADA

SCALE

PGAL



EOT-19407
03-07-07 CC

RECEIVED
JAN 25 2007

Planning and Development Department
City of Las Vegas

January 21, 2007

RE: Extension of Rezone and Variance request

Gabriel Manriquez
717 S 8th ST
Las Vegas, NV 89101
702.858.7349

SDR-5727 Site Development Plan Review
ZON-5726 Rezoning
ZON-5730 Variance

I respectfully request an extension of my permission to rezone my property at 717 S 8th Street. I received permission in Spring of 2005 for which I'm grateful, but I have not completed the rezoning and I need more time to finish.

I know my house is in the district which the City has plans to become professional zoned instead of residential zoned. I'd like to be a part of this. I like the idea of being able to lease the whole property someday to company that wants to be downtown among the lawyers offices.

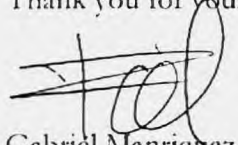
After I got the permission in 2005, I got rough estimates from subcontractors to do the work and found that I did not have enough cash to cover the expense in full. Subcontractors will not work on credit.

The architect wants \$3500 for plans and coordinating city permissions. The general contractor expects it will cost \$15,000-\$25,000 to complete the work. I never thought it would cost so much. I thought it would be about \$5,000 to \$10,000 total.

I have been saving money and now I can currently pay about \$15,000. I need to save a little more to make sure I can finish the job. I spent \$1250 in late 2006 to demolish and remove the tool shed in the backyard. This will help toward the eventual rezoning because it's one less thing I'll have to do.

Please consider my request for an extension. I would prefer 2 year extension to make sure I can complete everything in time.

Thank you for your consideration. Please contact me with any questions you have.



Gabriel Manriquez
702.858.7349

EOT-19407
03-07-07 CC



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

February 17, 2005

Mr. Gabriel Manriquez
717 South 8th Street
Las Vegas, Nevada 89101

RE: ZON-5726 - REZONING
CITY COUNCIL MEETING OF FEBRUARY 16, 2005
Related to VAR-5730 and SDR-5727

Dear Mr. Manriquez:

The City Council at a regular meeting held February 16, 2005 APPROVED the request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 717 South 8th Street (APN 139-34-810-040). The Notice of Final Action was filed with the Las Vegas City Clerk on February 17, 2005. This approval is subject to:

Planning and Development

1. A Resolution of Intent with a two-year time limit.
2. A Variance application (VAR-5730) and a Site Development Plan Review application (SDR-5726), approved by the Planning Commission and City Council prior to the issuance of any permits, any site grading, and all development activity for the site.

Public Works

3. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.
4. All new or modifications to existing driveways shall be designed, located and constructed in accordance with Standard Drawing #222A.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

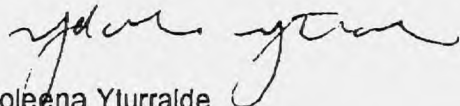
18112-C01-1-05
CLV 7000

EOT-19407
03-07-07 CC

Mr. Gabriel Manriquez
ZON-5726 – Page Two
February 17, 2005

5. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

Sincerely,



Ydoleena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Rick Van Diepen
PGAL
5850 South Polaris
Las Vegas, Nevada 89118

EOT-19407
03-07-07 CC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW

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

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

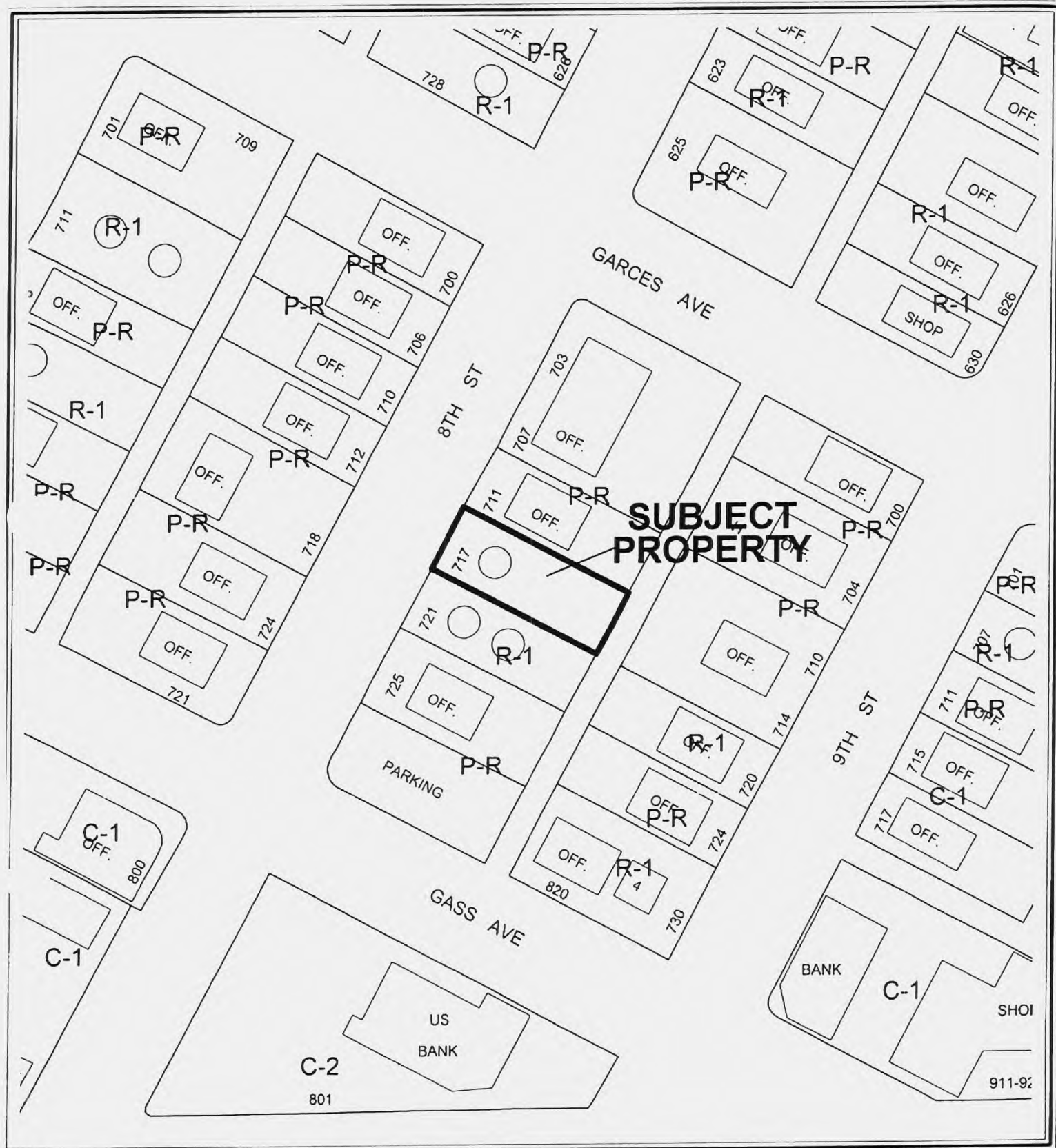
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council approval letter for SDR-5727

Motion made by GARY REESE to Approve Subject to Conditions Items 95 and 96

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)



0 400 Feet

CASE: EOT-19431

ZONING OF SUBJECT PROPERTY:

R-1 (SINGLE FAMILY RESIDENTIAL) UNDER RESOLUTION OF INTENT TO PR
(PROFESSIONAL OFFICE AND PARKING)





0 400 Feet

CASE: EOT-19431

ZONING OF SUBJECT PROPERTY:

R-1 (SINGLE FAMILY RESIDENTIAL) UNDER RESOLUTION OF INTENT TO PR
(PROFESSIONAL OFFICE AND PARKING)



AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 7, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: EOT-19431 - APPLICANT/OWNER: GABRIEL MANRIQUEZ

**** CONDITIONS ****

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. This Site Development Plan Review (SDR-5727) shall expire on February 16th, 2009 unless another Extension of Time is approved.
2. Conformance to the Conditions of Approval for Site Development Plan Review (SDR-5727) and all other subsequent related cases and as required by the Planning and Development Department and Department of Public Works.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a 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.

The applicant has made progress on the proposed conversion of a residence to an office. The extension of time would permit the applicant time to complete the conversion. It is noted that as the Variance (VAR-5730) expired, the applicant shall be required to re-apply for the variance prior pulling any permits. This condition shall be placed on the companion extension of time request for the Rezoning (ZON-5726) application. Approval of this request is recommended.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.

02/16/05	The City Council approved a Rezoning (ZON-5726) from R-1 (Single Family Residential) to P-R (Professional Office And Parking), a Site Development Plan Review (SDR-5727) for a 1,495 square foot residential to office conversion and waivers of landscape and buffer requirements, and a Variance (VAR-5730) to allow a 48 foot lot width when 60 feet is required for a proposed professional office development. The Planning Commission and staff recommended approval.
02/16/06	Per Condition Number 2 of VAR-5730, the Variance expired.

Related Building Permits/Business Licenses

There are no permits or licenses related to this request.

Pre-Application Meeting

A pre-application meeting is not required, nor was one held.

Neighborhood Meeting

A neighborhood meeting is not required, nor was one held.

Details of Application Request

Site Area

Net Acres	0.17
-----------	------

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single Family Residential	MXU (Mixed Use)	R-1 (Single Family Residential) under Resolution of Intent to P-R (Professional Office and Parking)
North	Office	MXU (Mixed Use)	P-R (Professional Office and Parking)
South	Single Family Residential	MXU (Mixed Use)	R-1 (Single Family Residential)
East	Office	MXU (Mixed Use)	P-R (Professional Office and Parking)
West	Office	MXU (Mixed Use)	P-R (Professional Office and Parking)

Special Districts/Zones	Yes	No	Compliance
Special Area Plan			
Redevelopment Plan Area	X		Y
Special Districts/Zones	Yes	No	Compliance
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Per Title 19.08:

Standard	Required/Allowed	Provided	Compliance
Min. Lot Size	N/A	6,844 SF	N/A
Min. Lot Width	60 Feet	48 Feet	N*
Min. Setbacks			
• Front	20 Feet	18'-0"	N
• Side	5 Feet	4'-6"	N
• Rear	15 Feet	55'-3"	Y
Max. Lot Coverage	50%	22%	Y
Max. Building Height	2 Stories/35 Feet	1 Story	Y
Trash Enclosure	Walled & roofed	N/A	N/A
Mech. Equipment	Screened	Screened	Y
Min. Lot Size	N/A	6,844 SF	N/A

* The proposed project required a Variance (VAR-5730) for lot width requirements. The variance expired on 02/16/06. The applicant shall be required to re-apply for a variance prior to pulling any permits.

Per Title 19.12

Landscaping and Open Space Standards				
Standards	Required		Provided	Compliance
	Ratio	Trees		
Parking Area	1 Tree/6 Spaces	1 Tree	0 Trees	N
Buffer:				N
• Min. Trees (north)	1 Tree/30 Linear Feet	5 Trees	0 Trees	
• Min. Trees (south)	1 Tree/20 Linear Feet	8 Trees	2 Trees	
• Min. Zone Width	8 Feet	0-8 Feet		N
• Wall height	6 Feet	(Not indicated)		
Parking Area	1 Tree/6 Spaces		1 Tree	N
Buffer:				
• Min. Trees (north)	1 Tree/30 Linear Feet		5 Trees	N
• Min. Trees (south)	1 Tree/20 Linear Feet		8 Trees	

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	Gross Floor Area or Number of Units	Required			Provided		Compliance
		Parking Ratio	Parking		Parking		
			Regular	Handi-capped	Regular	Handi-capped	
Office	1,495 SF	1/300 GFA	4	1	5	1	Y
TOTAL			4		5		Y

ANALYSIS

This is the first extension of time request for the proposed project. The applicant has made progress in the form of removing a shed from the site. The extension of time would permit the applicant time to work with contractors to complete the proposed conversion of this residence to an office. It is noted that the original Variance (VAR-5730) for lot width requirements has expired. The applicant shall be required to re-apply for a variance with-in the time frame of this extension of time request. Approval of this request is recommended, subject to conditions.

Conditions of approval from SDR-5727

1. A Rezoning (ZON-5726) to a P-R (Professional Office and Parking) Zoning District and a Variance (VAR-5730) approved by the City Council.
2. This Site Development Plan Review shall expire two years from the date of final approval unless it is exercised or an Extension of Time is granted by the City Council.
3. All development shall be in conformance with the site plan and building elevations, date stamped 11/30/04, except as amended by conditions herein.

4. The Waiver from the requirement for eight-foot deep perimeter landscape buffers is hereby approved, provided an equivalent number of trees is provided elsewhere on the site. The landscape plan shall be revised and approved by Planning and Development Department staff, prior to the time application is made for a building permit, to reflect this requirement.
5. Turf shall be limited to a maximum of 12.5% of the total landscape area.
6. The landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.
7. The existing chain-link fencing shall be removed. A six-foot high property line wall shall be provided along the south property line, and shall be a decorative block wall, with at least 20 percent contrasting materials. Wall heights shall be measured from the side of the fence with the least vertical exposure above the finished grade, unless otherwise stipulated.
8. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets and properties. A trash enclosure, if provided, shall be walled and roofed in accordance with the requirements of Title 19.08.045.
9. All City Code requirements and design standards of all City departments must be satisfied.
10. Landscape and maintain all unimproved rights-of-way adjacent to this site.
11. Submit an Encroachment Agreement for all landscaping and private improvements, located within or over the public rights-of-way adjacent to this site prior to occupancy of this site.
12. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-5726 and all other subsequent site-related actions.

FINDINGS

Approval of the original Site Development Plan Review (SDR-5727) was granted on 02/16/05. This request for an extension of time is deemed appropriate given the circumstances currently occurring on the subject property. Approval of this request is recommended.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

N/A

ASSEMBLY DISTRICT

N/A

SENATE DISTRICT N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-19431** APN: 139-34-810-040

Name of Property Owner: GABRIEL MANRIQUEZ

Name of Applicant: GABRIEL MANRIQUEZ

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes

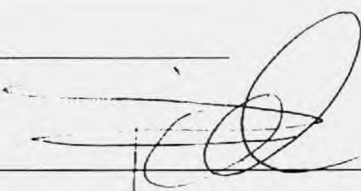
X No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

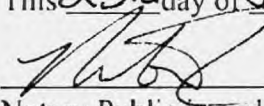
APN: _____

Signature of Property Owner: 

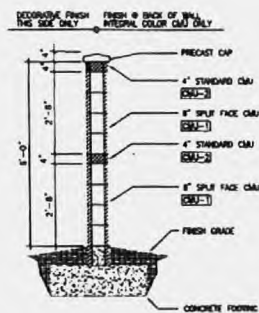
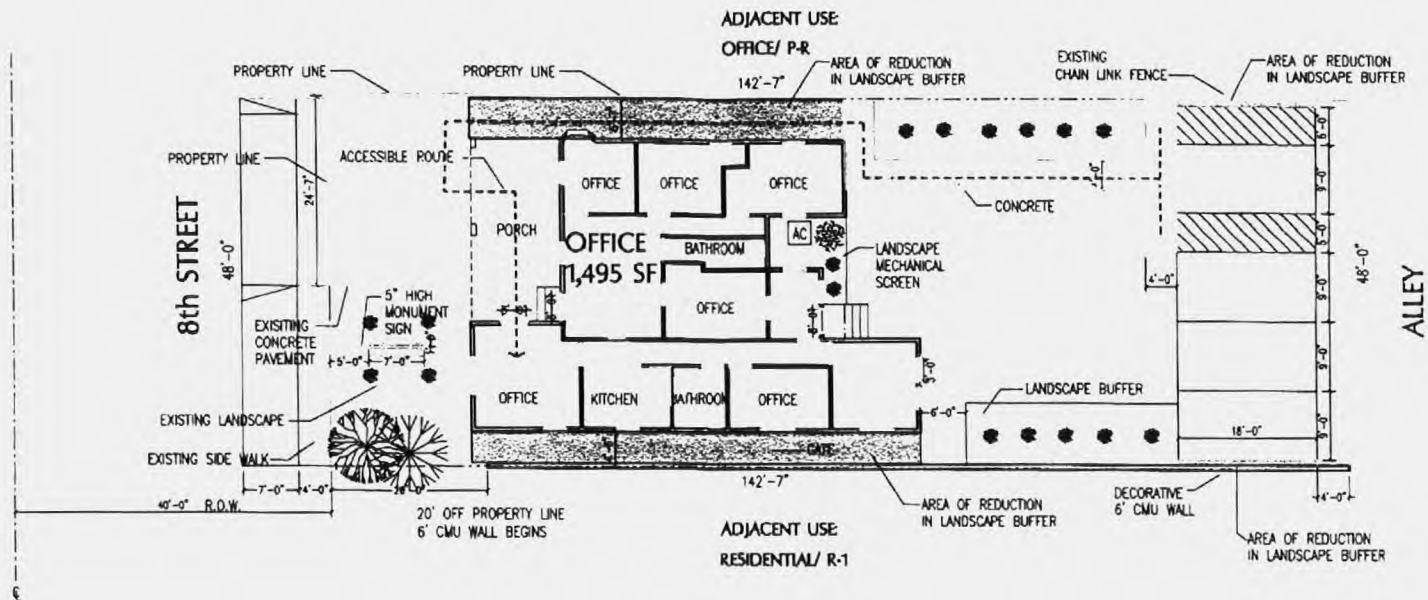
Print Name: GABRIEL MANRIQUEZ

Subscribed and sworn before me

This 23rd day of January, 2007


Notary Public in and for said County and State





November 30, 2004

Westgate Capital LLC

Lot 8 and 9, Block 14

SITE: 6,844 SF

Gabriel Manriquez
717 South 8th Street
LAS VEGAS, NEVADA

PGAL



EOT-19431
03-07-07 CC

RECEIVED
JAN 25 2007

Planning and Development Department
City of Las Vegas

January 21, 2007

RE: Extension of Rezone and Variance request

Gabriel Manriquez
717 S 8th ST
Las Vegas, NV 89101
702.858.7349

SDR-5727 Site Development Plan Review
ZON-5726 Rezoning
ZON-5730 Variance

I respectfully request an extension of my permission to rezone my property at 717 S 8th Street. I received permission in Spring of 2005 for which I'm grateful, but I have not completed the rezoning and I need more time to finish.

I know my house is in the district which the City has plans to become professional zoned instead of residential zoned. I'd like to be a part of this. I like the idea of being able to lease the whole property someday to company that wants to be downtown among the lawyers offices.

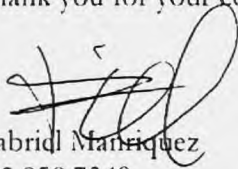
After I got the permission in 2005, I got rough estimates from subcontractors to do the work and found that I did not have enough cash to cover the expense in full. Subcontractors will not work on credit.

The architect wants \$3500 for plans and coordinating city permissions. The general contractor expects it will cost \$15,000-\$25,000 to complete the work. I never thought it would cost so much. I thought it would be about \$5,000 to \$10,000 total.

I have been saving money and now I can currently pay about \$15,000. I need to save a little more to make sure I can finish the job. I spent \$1250 in late 2006 to demolish and remove the tool shed in the backyard. This will help toward the eventual rezoning because it's one less thing I'll have to do.

Please consider my request for an extension. I would prefer 2 year extension to make sure I can complete everything in time.

Thank you for your consideration. Please contact me with any questions you have.


Gabriel Manriquez
702.858.7349

EOT-19431
03-07-07 CC



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

March 22, 2005

Mr. Gabriel Manriquez
717 South 8th Street
Las Vegas, Nevada 89101

RE: SDR-5727 - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF FEBRUARY 16, 2004
Related to ZON-5726 and VAR-5730

Dear Mr. Manriquez:

The City Council at a regular meeting held February 16, 2005 APPROVED the request for a Site Development Plan Review FOR A 1,495 SQUARE-FOOT OFFICE BUILDING AND WAIVERS OF LANDSCAPE AND BUFFER REQUIREMENTS on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on February 17, 2004. This approval is subject to:

Planning and Development

1. A Rezoning (ZON-5726) to a P-R (Professional Office and Parking) Zoning District and a Variance (VAR-5730) approved by the City Council.
2. This Site Development Plan Review shall expire two years from the date of final approval unless it is exercised or an Extension of Time is granted by the City Council.
3. All development shall be in conformance with the site plan and building elevations, date stamped 11/30/04, except as amended by conditions herein.
4. The Waiver from the requirement for eight-foot deep perimeter landscape buffers is hereby approved, provided an equivalent number of trees is provided elsewhere on the site. The landscape plan shall be revised and approved by Planning and Development Department staff, prior to the time application is made for a building permit, to reflect this requirement.
5. Turf shall be limited to a maximum of 12.5% of the total landscape area.
6. The landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

18112 001-1-05

CLV 7009

EOT-19431
03-07-07 CC

Mr. Gabriel Manriquez
SDR-5727 – Page Two
March 22, 2005

7. The existing chain-link fencing shall be removed. A six-foot high property line wall shall be provided along the south property line, and shall be a decorative block wall, with at least 20 percent contrasting materials or a wrought-iron fence. Wall heights shall be measured from the side of the fence with the least vertical exposure above the finished grade, unless otherwise stipulated.
8. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets and properties. A trash enclosure, if provided, shall be walled and roofed in accordance with the requirements of Title 19.08.045.
9. All City Code requirements and design standards of all City departments must be satisfied.

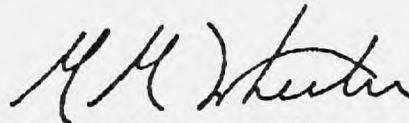
Public Works

10. Landscape and maintain all unimproved rights-of-way adjacent to this site.
11. Submit an Encroachment Agreement for all landscaping and private improvements, located within or over the public rights-of-way adjacent to this site prior to occupancy of this site.
12. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-5726 and all other subsequent site-related actions.

Sincerely,



Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk



M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Rick Van Diepen
PGAL
5850 South Polaris
Las Vegas, Nevada 89118

EOT-19431
03-07-07 CC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MARCH 7, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

EXTENSION OF TIME - SPECIAL USE PERMIT

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

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

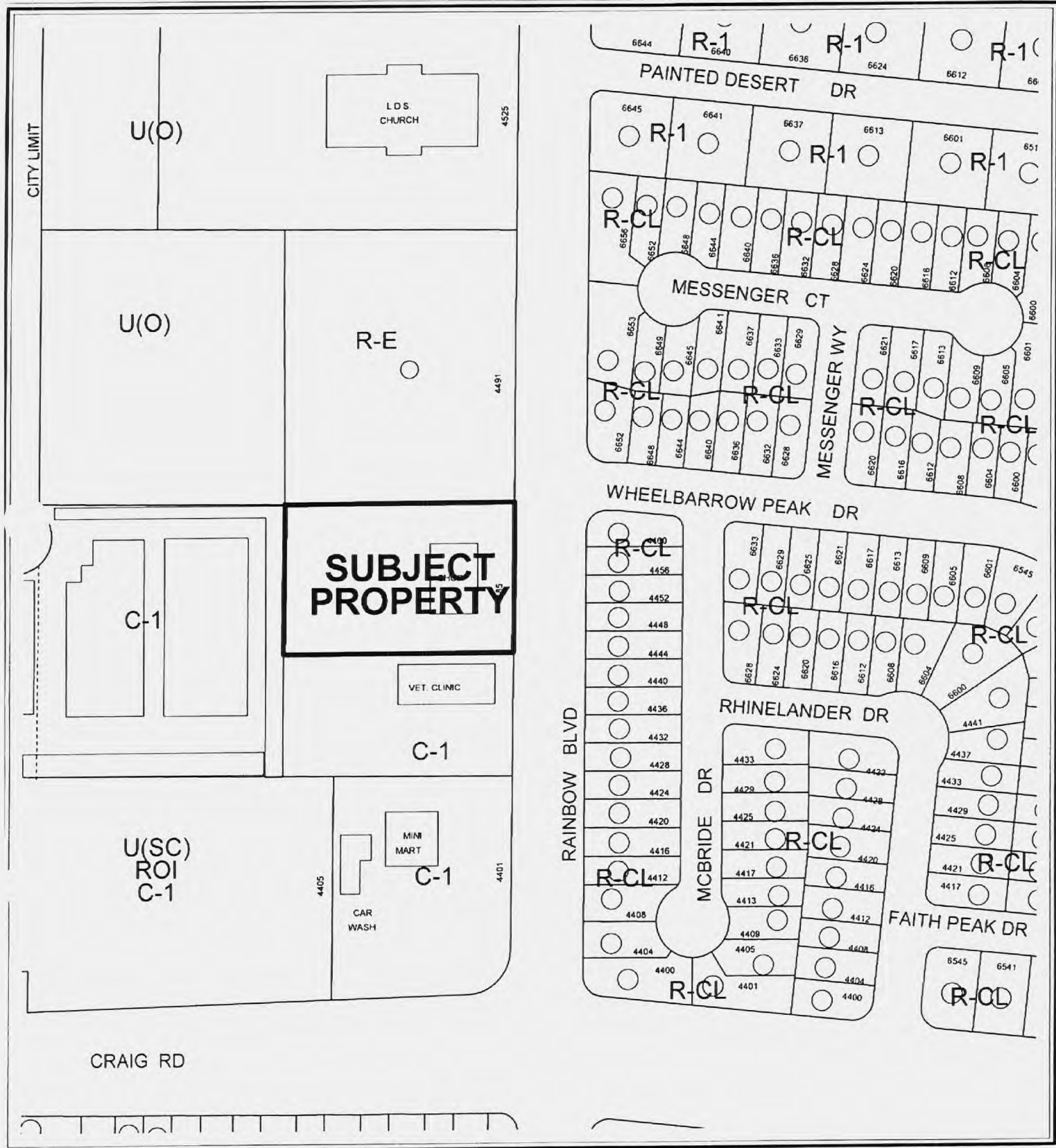
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council approval letter for SUP-5554

Motion made by GARY REESE to Approve Subject to Conditions Items 95 and 96

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)

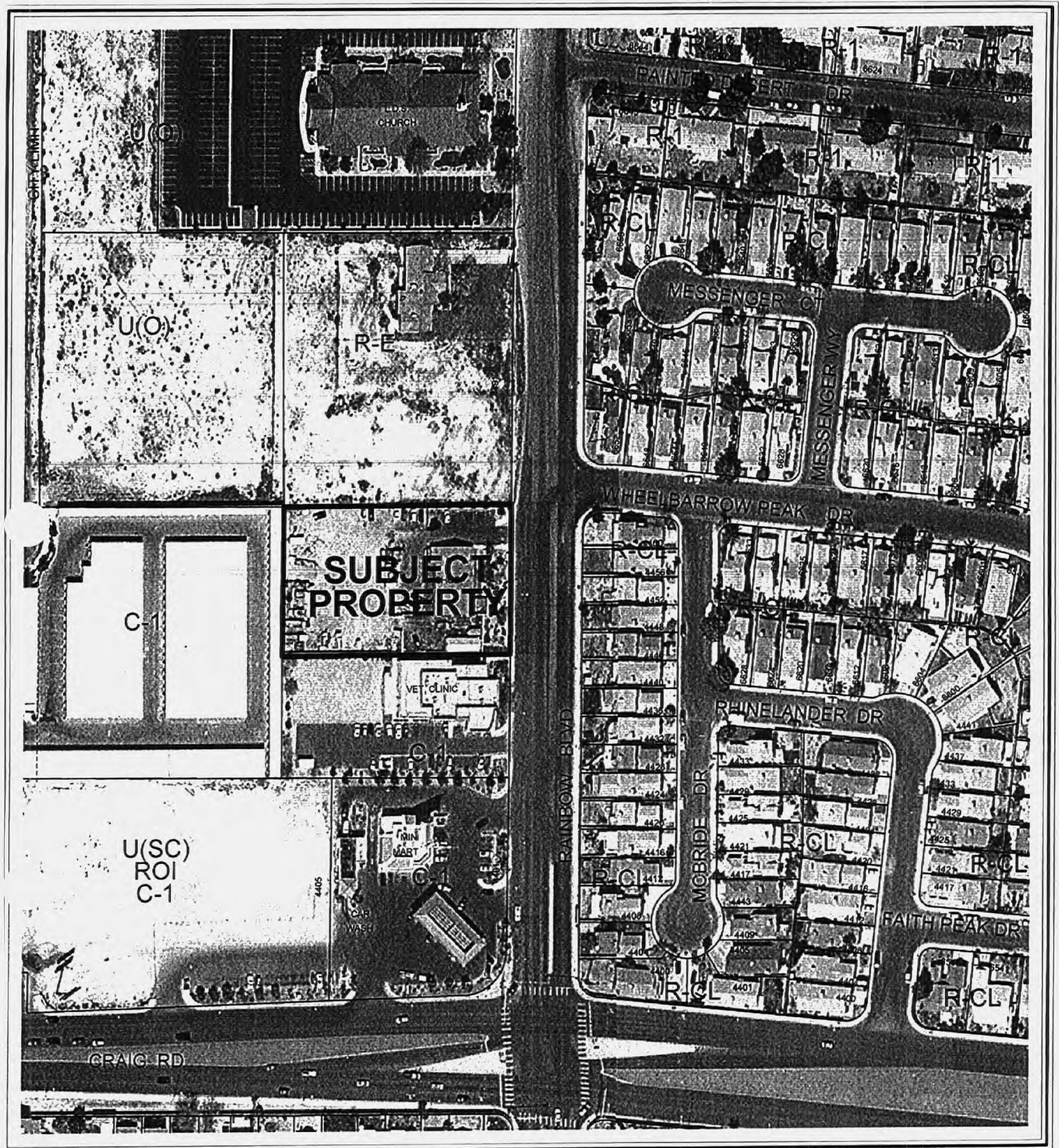


CASE: EOT-19400

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 200 Feet





0 200 Feet

CASE: EOT-19400

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 7, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: EOT-19400 - APPLICANT: SCOTT ASHJIAN - OWNER:
W.I.T. BRO, INC.**

**** CONDITIONS ****

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. This Special Use Permit (SUP-5554) shall expire on January 19th, 2009 unless another Extension of Time is approved.
2. Conformance to the Conditions of Approval for Special Use Permit (SUP-5554) and all other subsequent related cases and as required by the Planning and Development Department and Department of Public Works.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a 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.

Progress is being made on the proposed project. The applicant has submitted a Major Modification (SDR-19122) to the original Site Development Plan Review (SDR-5553). This application will be heard at the 02/22/07 Planning Commission Meeting. This process has led to the applicants request for an extension of time. Approval of this request is recommended.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
07/12/99	The City Council approved a request for Rezoning (Z-0029-99) the subject property from R-E (Residence Estates) to C-1 (Limited Commercial) subject to a Resolution of Intent with a one-year time limit. The Planning Commission and staff recommended approval.
12/18/02	The City Council approved a request for Rezoning (ZON-1112) the subject property from R-E (Residence Estates) to C-1 (Limited Commercial) to convert a single-family home into a professional office building. The Planning Commission and staff recommended approval on 11/21/02.
01/19/05	The City Council approved an application a request for a Special Use Permit (SUP-5554) for a proposed Auto Detail Facility and a Site Development Plan Review (SDR-5553) for a proposed 2,200 square-foot Auto Detail Facility and a Waiver of perimeter landscaping standards on the subject property. The Planning Commission and staff recommended approval.
02/22/07	The Planning Commission will consider a request for (SDR-19122) a Major Amendment to an Approved Site Development Plan Review (SDR-5553) for a proposed two-story, 4,364 square-foot Auto Detail Facility at 4485 North Rainbow Boulevard. Staff is recommending approval.

Related Building Permits/Business Licenses

There are no permits or licenses related to this request.

Pre-Application Meeting

A pre-application meeting is not required, nor was one held.

Neighborhood Meeting

A neighborhood meeting is not required, nor was one held.

Details of Application Request

Site Area

Net Acres	1.22
-----------	------

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Commercial	SC (Service Commercial)	C-1 (Limited Commercial)
North	Undeveloped	O (Office)	R-E (Residence Estates)
South	Commercial	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single Family Residential	M (Medium Density Residential)	R-CL (Single Family Compact-Lot)
West	Commercial	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	Yes	No	Compliance
Special Area Plan		X	N/A
Special Districts/Zones	Yes	No	Compliance
Special Purpose and Overlay Districts			
A-O Airport Overlay District (175-foot)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first extension of time request for the proposed project. The applicant is requesting the extension as there is currently an application in for a Major Amendment (SDR-19122) to the original Site Development Plan Review (SDR-5553) that was related to this special use permit request. With approval of SDR-19122, which is scheduled to go before the Planning Commission on 02/22/07, progress on this project will continue. Approval of this extension of time request is recommended.

Conditions of Approval from SUP-5554:

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review SDR-5553.
2. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.
3. All City code requirements and design standards of all City departments must be satisfied.

FINDINGS

Approval of the original Special Use Permit (SUP-5554) was granted on 01/19/05. This request for an extension of time is deemed appropriate given the circumstances currently occurring on the subject property. Approval of this request is recommended.

<u>NEIGHBORHOOD ASSOCIATIONS NOTIFIED</u>	N/A
--	-----

<u>ASSEMBLY DISTRICT</u>	N/A
---------------------------------	-----

<u>SENATE DISTRICT</u>	N/A
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<u>NOTICES MAILED</u>	N/A
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<u>APPROVALS</u>	0
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<u>PROTESTS</u>	0
------------------------	---



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-19400** APN: 128-03-102-013
Name of Property Owner: WILLIAM / SCOTT ASHTIAN
Name of Applicant: AGA Asphalt / Brenda Bling
Name of Representative: Atwood Building

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: SCOTT ASHTIAN

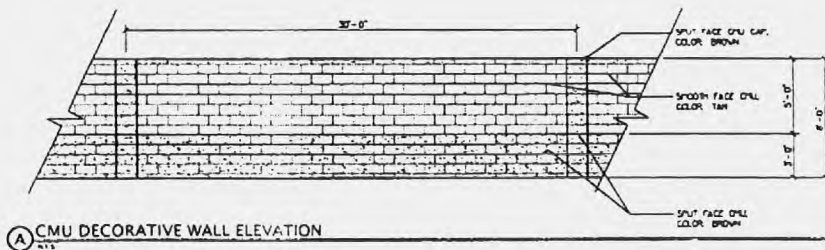
Subscribed and sworn before me

This 9th day of January, 2007

[Signature]
Notary Public in and for said County and State



251 22' 8" HT. DECORATIVE CTM WALL. SEE ELEVATION 'A'



(A) CMU DECORATIVE WALL ELEVATION

TREES

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	PPL SPEC	ADMARK
	6	PIRUS ELONICA	MONTE PINE	24" BDI	ANA/ANC	10V BROWN
	4	PIRUS LANCEA	AFRICAN SUMAC	24" BDI	ANA/ANC	5lb

REF	QTY	BOTANICAL NAME	COMMON NAME	SIZE	FIN SPEC	REMARK
①	20	MYOSIN COENOSTEM COMPACTA	COMPACT MYOSIN	3 Gal	CAN FULL	-
②	15	WICKSTROMIA ZYGOPHYLLA	CHANDLER RANGLY	3 Gal	CAN FULL	-

GROUND COVER						
KEY	OFF	BOTANICAL NAME	COMMON NAME	SIZE	FR. SPEC.	REMARKS

48	ROSEMARYS O PROSTRATA	TRAILING, ROSE-HART	3' Ed	CAN FULL	36" Q.C.
EXISTING PLANT MATERIAL					

KEY	BOTANICAL NAME	COMMON NAME
(1)	DAPHNODIPSYLLUS FULVUS	REDTIDEGRASS - 1/2" PLANT
(5)	ETECAS REVOLOUTA	SAGE PLANT
(6)	DMELA SPECIES	DALIA
(7)	HEBES SPECIES	FORTBERRY LEAF
(8)	GLADIOLUS SPECIES	GLADIOLUS
(9)	HELMINTHOSPOREA	HELMINTH SPOTS
(10)	RAPISTOLIS SPECIES	ROSE HAWTHORN
(11)	YUGGA SPECIES	YUGGA

ALL DISTING. TREES ARE NOTED PER PLAN

- ALL NEW LANDSCAPE AREAS SHALL RECEIVE A 2" LAYER 3/4" ROCK PULVER
- 2) ASPH - WILSON HURSTY ASSOCIATION
- 3) ASPH - ANONYMOUS STANDARDS FOR HURSTY STUDY
- 4) MOST GRASSES ARE REQUIRED FOR ALL TREES PLANTED WITHIN 5' OF SIDEWALKS AND ALL OTHER FORECAST
- 5) KEEP TREES A MINIMUM OF 3 FEET BACK OF SIDEWALK AND ALL OTHER HURSTY, AND
- 6) DISTANCE BETWEEN 2 TREES MUST BE AT LEAST 6 FEET. NO VIOLET RESTRICTION CASSETTE. HOWEVER, TREE TRUNKS WITHIN 5' X 6' ARE PERMISSIBLE AND TREES, IF NECESSARY, IN THE VIOLET RESTRICTION CASSETTE SHALL SPACING ABOVE 5' SHALL MEET FOR ALL TREES IN THE VIOLET RESTRICTION CASSETTE SHALL BE PLANTED SO THAT ALL SHADOWS AND POLAR ARE ABOVE 7'
- 7) CONTRACTOR TO PROVIDE A FULLY AUTOMATED IRRIGATION SYSTEM FOR ALL TREES, SHRUBS AND CROCKED CONIFERS
- 8) LANDSCAPING SHALL BE IN ACCORDANCE W/ CITY TITLE 19.12

- [illegible]

poggemeyer
design group, inc.

**AUTO DETAILING FACILITY
LAS VEGAS, NEVADA**

LAND USE PLAN

ATB 10-10-10 04 36 5-0

CH A

JR

UNA

WETLANDS

L1.1

RECEIVED

JAN 24 2007

EOT-19400

03-07-07 CC


$$M = \frac{1}{2}(M^+ + M^-)$$

Call

before you

5

Jonathan A'lgaler
Architect

3727 Champagne Wood Drive
North Las Vegas, NV 89033

consultant

1x10

project name

A&A Paving
Auto Detailing Facility

Craig Road & Rainbow Blvd
Las Vegas, NV

keyplan



revision log



Project No.

03-215

Drawn by

FPD

Checked by

JWA

City of Las Vegas Planning Submittal

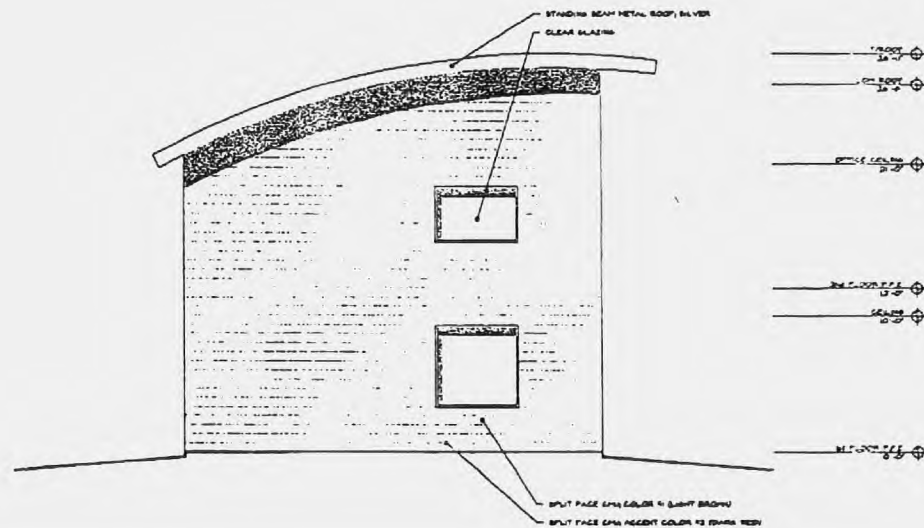
09.08.04

Sheet Contents

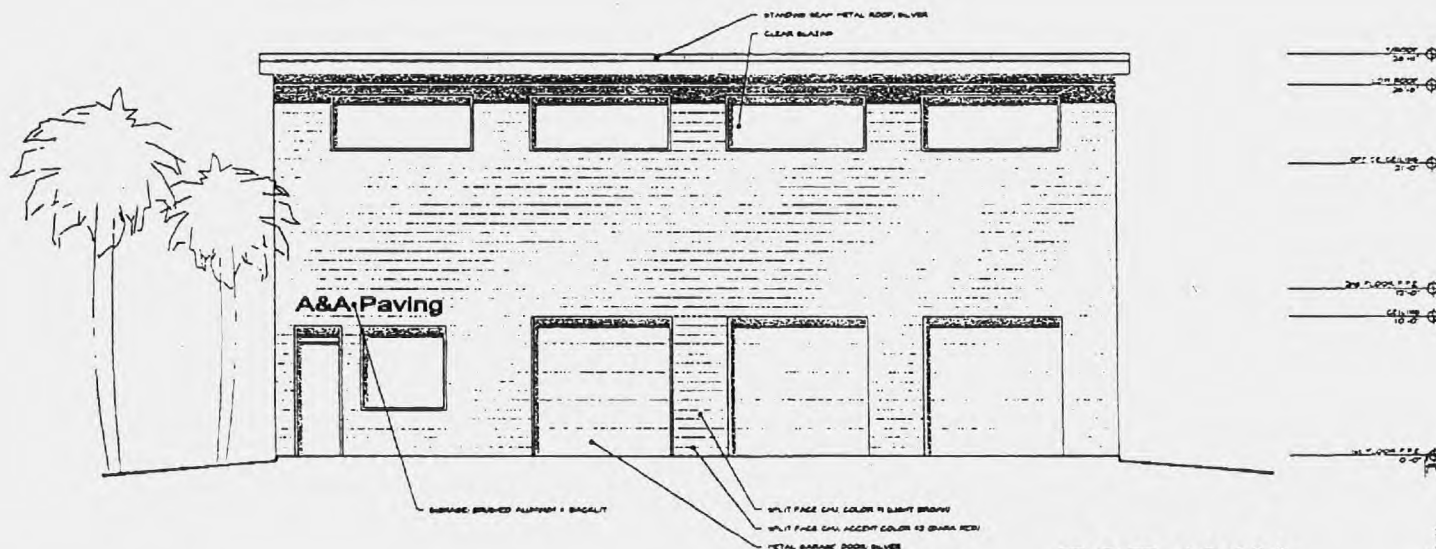
North Elevation
East Elevation

Sheet No.

A3.1



2.1 EAST ELEVATION
A3.1



1.1 NORTH ELEVATION
A3.1

EOT-19400
03-07-07 CC

JAN 24 2007

RECEIVED

A & A Asphalt Paving Co.
4485 N. Rainbow Blvd.
Las Vegas, Nevada 89108
Phone: (702) 891-9111
Fax: (702) 251-0112



To: Planning Department

From: Scott Ashjian

Fax: 474-0352

Pages: 1

Phone:

Date: 1.24.2007

Re: Bada Bling

CC:

☐ **Urgent** ☒ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

● **Comments:**

To Whom It May Concern:

When we submitted our FDR application three weeks ago, it was brought to our attention that we needed to file for an extension of time for a Special Use Permit for the Auto Detail Facility.

Sincerely,

Scott Ashjian
Property Owner

EOT-19400
03-07-07 CC



053153

March 24, 2005

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM
LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

Mr. Scott Ashijan
WIT Bro, Inc.
4485 Rainbow Boulevard
Las Vegas, Nevada 89108

RE: SUP-5554 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JANUARY 19, 2005
Related to SDR-5553

Dear Mr. Ashijan:

The City Council at a regular meeting held January 19, 2005 APPROVED the request for a Special Use Permit FOR A PROPOSED AUTO DETAIL FACILITY at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on January 20, 2005. This approval is subject to:

Planning and Development

1. All detail and mechanical work shall be conducted within an enclosed building. No machines shall be used outside and proper drainage shall be provided for the water used to wash the cars.
2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review SDR-5553.
3. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.
4. All City code requirements and design standards of all City departments must be satisfied.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108

www.lasvegasnevada.gov
18112-001-1-05
CLV 7009

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Jack Lohman
Poggemeyer Design Group
2601 North Tenaya Way
Las Vegas, Nevada 89128

EOT-19400
03-07-07 CC