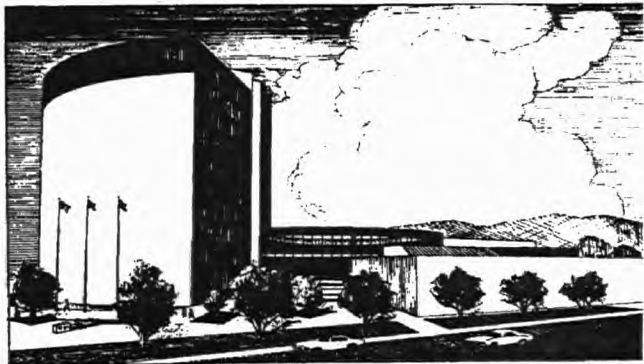




MINUTES

City of Las Vegas

CITY COUNCIL

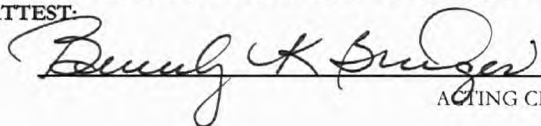
COUNCIL CHAMBERS • 400 STEWART AVENUE • 229-6011 (VOICE) • 386-9108 (TDD)

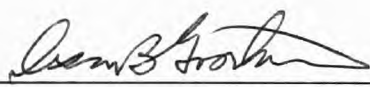
MEETING OF
MARCH 21, 2007

CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR OSCAR B. GOODMAN (excused from the morning session until 9:15 a.m.)	☒	☐	☐
COUNCILMAN GARY REESE MAYOR PRO-TEM	☒	☐	☐
COUNCILMAN LARRY BROWN (excused from the morning session until 9:11 a.m. and from the afternoon session until 1:03 p.m.)	☒	☐	☐
COUNCILMAN STEVE WOLFSON	☒	☐	☐
COUNCILWOMAN LOIS TARKANIAN (excused from the afternoon session until 1:03 p.m.)	☒	☐	☐
COUNCILMAN STEVEN ROSS	☒	☐	☐
WARD 5 VACANT	☐	☐	☐
DOUG SELBY, CITY MANAGER	☒	☐	☐
BRAD JERBIC, CITY ATTORNEY (AM Session)	☒	☐	☐
BRYAN SCOTT, DEPUTY CITY ATTORNEY (PM Session)	☒	☐	☐
JAMES B. LEWIS, DEPUTY CITY ATTORNEY (PM Session)	☒	☐	☐
BEVERLY K. BRIDGES, ACTING CITY CLERK	☒	☐	☐

APPROVED BY REFERENCE: APRIL 18, 2007

ATTEST:


ACTING CITY CLERK


MAYOR

CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

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

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

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

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

March 21, 2007

Morning Session begins at 9:00 a.m.

Afternoon Session begins at 1:00 p.m.

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF \$5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING THE COUNCIL MEETING.

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION – KHOSROW ALIGHCHI, MINISTRY LEADER, INTERNATIONAL CHURCH OF LAS VEGAS
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF CHILD ABUSE PREVENTION MONTH
7. RECOGNITION OF PERSIAN HERITAGE MONTH
8. PRESENTATION BY THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT TO THE CITY ATTORNEY'S OFFICE
9. RECOGNITION OF DR. BARBARA JACKSON FOR BEING NAMED PUBLIC ADMINISTRATOR OF THE YEAR

10. RECOGNITION OF THE TEACHER EDUCATION ACADEMY OF CLARK HIGH SCHOOL FOR BEING NAMED AS A NATIONAL MAGNET SCHOOL OF DISTINCTION

BUSINESS ITEMS - MORNING

11. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
12. Approval of the Final Minutes by reference of the regular City Council meeting of February 21, 2007

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

13. Approval of the First Amendment to Auto Racing Agreement between the City of Las Vegas and Vegas Grand Prix, LLC., doing business as Vegas Grand Prix, for an auto racing event to be held through the streets of downtown Las Vegas - Wards 3 and 5 (Reese)

ADMINISTRATIVE SERVICES - CONSENT

14. Approval of the annual Federal Emergency Management Agency (FEMA) Emergency Management Preparedness Grant in the amount of \$359,183.44 (\$179,591.72 City contribution - General Fund) - All Wards

FIELD OPERATIONS - CONSENT

15. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right-of-Entry previously on record and continue to allow Nevada Power Company access to the site for electrical systems needs at 1020 Hinson Street commonly known as Fire Station 5, APN 139-31-801-016 - Ward 1 (Tarkanian)
16. Approval of a License Agreement between the City of Las Vegas and Omnipoint Communications, Inc., a subsidiary of T-Mobile USA, Inc. for a collocation on an existing wireless communications system located at 15 South Rampart Boulevard, commonly known as the Angel Park Golf Course (\$483,552 revenue for duration of contract) - Ward 2 (Wolfson)
17. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right-of-Entry previously on record and continue to allow Nevada Power Company access to the site for electrical system needs located at Alexander and Tenaya commonly known as Wayne Bunker Park and Gowan Detention Basin, APNs 138-10-101-017 and 138-10-101-018 - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

19. Approval of a Special Event Alcoholic Beverage License for Hermenegildo Garcia-Lopez, Location: Charleston Heights Arts Center, 800 Brush Street, Date: April 14, 2007, Type: Special Event Beer/Wine, Event: Baptism, Responsible Person in Charge: Hermenegildo Garcia-Lopez - Ward 1 (Tarkanian)

20. Approval of a Special Event Alcoholic Beverage License for Hogs & Heifers of Las Vegas, Inc., Location: Hogs & Heifers Saloon, 201 North 3rd Street, Suite 130, Dates: April 6 - 8, 2007, Type: Special Event General, Event: Champ Car, Responsible Person in Charge: Jessica Hirshon - Ward 5
21. Approval of a Special Event Alcoholic Beverage License for Las Vegas Blues Society, Location: Sammy Davis Jr. Plaza at Lorenzi Park, 720 Twin Lakes Drive, Date: April 15, 2007, Type: Special Event Beer/Wine, Event: Las Vegas Blues Festival, Responsible Person in Charge: David Nast - Ward 5
22. Approval of a new Slot Operator Gaming License subject to confirmation of approval by the Nevada Gaming Commission, 777 Gaming, Inc., dba 777 Gaming, Inc., 8691 West Sahara Avenue, Suite 170, Rory L. Bedore, Dir, Pres, Secy, Treas, 100% - Ward 2 (Wolfson)
23. Approval of a new Restricted Gaming License for 10 slots subject to confirmation of approval by the Nevada Gaming Commission, Green Valley Gaming Inc., db at Rincon Latino #3, 3700 East Charleston Boulevard, Suite 120, Leonardo Garcia, Pres, 50% and Graciela Garcia, Secy, 50% - Ward 3 (Reese)
24. Approval of a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, BD Star, LLC, dba Shotz, 4601 West Sahara Avenue, Suite Y, Brenda S. Newman, Pres, Secy, Dir, 50% and Donald L. Newman, VP, Dir, 50% - Ward 1 (Tarkanian)
25. Approval of a new Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Golden Route Operations, LLC, db at Stop and Save Mini Mart & Gas, 99 South Martin L. King Boulevard, Salar Shosani, 100% - Ward 5
26. Approval of a new Temporary Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, CN Kashat, Inc., dba Super Mart, 6595 Smoke Ranch Road, Suite 140, Emad M. Kashat, Pres, 100% - Ward 5
27. Approval of a new Burglar Alarm Service License, Safesite Alarm, dba Safesite Alarm, 1055 East Tropicana Avenue, Suite 450G, Kevin H. Bradford, Dir, Pres, Secy, Treas, 100% - Clark County
28. Approval of Change of Location for a Burglar Alarm Service License, Think B.I.G., LLC, dba Signature Alert, From: 9987 Perceval Street, To: 9293 Weeping Hollow Avenue, Summer D. Gardner, Mmbr, Mgr, Pres, 51% and Brad I. Gardner, Mmbr, Mgr, Secy, Treas, 49% - Clark County

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

29. Approval of revision to Purchase Order No. 233300 for an Annual Requirements Contract for Industrial Supplies and Lighting Products - Various Departments - Award recommended to: GRAINGER INDUSTRIAL SUPPLY (\$800,000 - General Fund)
30. Approval of Agreement No. 06-11554, Engineering Design Services for Vegas Drive Roadway and Drainage Improvements from Shadow Mountain Place to Rancho Drive - Department of Public Works - Award recommended to: POGGEMEYER DESIGN GROUP, INC. (\$1,250,000 - Road and Flood Capital Projects Fund) - Ward 5
31. Approval of Letter of Engagement for Legislative and Governmental Relations Consulting Services - Office of Administrative Services - Award recommended to: LIONEL SAWYER & COLLINS (\$102,000 - General Fund)
32. Approval of award of Agreement No. 060085 for the Operation and Management of the Centennial Hills Community Center located at Buffalo Drive and Deer Springs Way - Department of Leisure Services - Award recommended to: YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA (YMCA) - (Not to Exceed \$700,000 - General Fund) - Ward 6 (Ross)

FIRE & RESCUE - CONSENT

33. Approval of a Mutual Aid Agreement with Nellis Air Force Base for fire protection and hazardous materials incident response - All Wards

PLANNING & DEVELOPMENT - CONSENT

34. Approval of parcels recommended for disposal at the Spring 2008 Bureau of Land Management Public Land Sale - Wards 4 and 6 (Brown and Ross)

PUBLIC WORKS - CONSENT

35. Approval of an Encroachment Request from Kimley-Horn and Associates, Incorporated, on behalf of Montecito Partners, LLC, owner (Grand Montecito Parkway between Rome Boulevard and the Northern Beltway) - Ward 6 (Ross)
36. Approval of an Encroachment Request from Taney Engineering on behalf of Alexa Professional Plaza, LLC, owner (southeast corner of Eastern Avenue and Washington Avenue) - Ward 3 (Reese)
37. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Dwyer Engineering, Inc., on behalf of George M. Stover, Jr. and Sharon H. Stover, owners (north of Lone Mountain Road, east of Janell Drive, APNs 125-33-402-004 and 125-33-402-012) - County (near Ward 6 - Ross)
38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - G.C. Wallace, Inc., on behalf of R.L. Homes, LLC, owner (north of La Madre Way, between Conough Lane and Buffalo Drive, APN 125-33-707-003) - County (near Ward 4 - Brown)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Integrity Engineering on behalf of Louis Sposato and Barbara Holmes, owners (southeast corner of Juliano Road and Rosada Way, APN 125-32-705-001) - County (near Ward 4 - Brown)
40. Approval to appraise and purchase or condemn right-of-way parcels for the Decatur Boulevard Street Rehabilitation project from Sahara Avenue to Meadows Lane (\$1,925,000 - Regional Transportation Commission [RTC]) - Ward 1 (Tarkanian)
41. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Northwest Quarter of Section 29, Township 19 South, Range 60 East, Mount Diablo Meridian, for sewer purposes generally located on the west side of the Campbell Avenue alignment, north of Tropical Parkway, APN 125-29-201-012 - County (near Ward 6 - Ross)
42. Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Northeast Quarter of Section 20, Township 19 South, Range 60 East, Mount Diablo Meridian for street right-of-way for Elkhorn Road, Grand Montecito Parkway and Oso Blanca Road located west of US-95 and Elkhorn Road and Tule Springs Road located east of US-95, APNs 125-20-501-002 and 003 - Ward 6 (Ross)
43. Approval of an Agreement to adopt, extend and amend Agreement No. P624-03-063 with the Nevada Department of Transportation (NDOT) in furtherance of the design, advertisement, award and construction management of improvements to the Charleston Boulevard/Valley View Boulevard intersection - Ward 1 (Tarkanian)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

44. Report from the City Manager on Emerging Issues
45. Discussion and possible action concerning the status of 2007 legislative issues - All Wards

CITY ATTORNEY - DISCUSSION

46. Discussion and possible action on Appeal of Work Card Denial: Kristy Ann Boyd, 1416 Grey Knoll Circle, North Las Vegas, Nevada 89031
47. Discussion and possible action on Appeal of Work Card Denial: Sue E. Stevenson, c/o Lane, 6201 Lanning Lane, Las Vegas, Nevada 89108

48. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Lance Justin Apollo, 9620 West Russell Road, #1122, Las Vegas, Nevada 89148
49. Discussion and possible action on Appeal of Work Card Denial: Lashauna Faye Tarbell, 9921 Mahogany Grove Lane, Las Vegas, Nevada 89117

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

50. ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 15 slots, Miklis Corp, dba Andy Capz Pub, 1631 North Decatur Boulevard, Michael L. Biegacz, Dir, Pres, 50% jointly with spouse and Lisa R. Biegacz, 50% jointly with spouse - Ward 5
51. ABEYANCE ITEM - Discussion and possible action regarding Change of Ownership for a Tavern License, Drejo Enterprises, LLC, dba Tom Peters Gaming Bar, 465 South Decatur Boulevard, To: Jocelyn M. Nixon, Manager Mmbr - Ward 1 (Tarkanian)
52. ABEYANCE ITEM - Discussion and possible action regarding an Appeal of Denial for a Family Home Child Care Facility License, Lia Hernandez, dba Lia Hernandez, 9108 Teal Lake Court, Lia Hernandez, 100% - Ward 4 (Brown)
53. ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Pawnbroker License subject to the provisions of the planning and fire codes, Candice Limon, dba MNM Pawn, 3227 Meade Avenue, Suite 3B, Candice E. Limon, 100% - Ward 1 (Tarkanian)
54. Discussion and possible action regarding Temporary Approval of a new Class II Secondhand Dealer License, Auto Pawn and Pistol Permit subject to the provisions of the planning and fire codes, Candice Limon, dba MNM Pawn, 3227 Meade Avenue, Suite 3B, Candice E. Limon, 100% - Ward 1 (Tarkanian)
55. Discussion and possible action regarding Temporary Approval of Franchise Manager for a Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. Regulations, 7-Eleven of Nevada, Inc., dba 7-Eleven Food Store #13681, 4950 West Charleston Boulevard, Harsh Bembi, Franchise Mgr - Ward 1 (Tarkanian)
56. Discussion and possible action regarding a Review of a Beer/Wine/Cooler Off-sale License, Sabah Shoshani, dba Bells Market, 720 West Owens Avenue, Sabah H. Shoshani, 100% - Ward 5
57. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: La Cabana, Inc., dba La Cabana Mexican Food Restaurant, Roberto Dorado-Valdez, Dir, Pres, Secy, Treas, 100%, To: Admistca, Inc., dba La Cabana Mexican Restaurant, 526 South Martin L. King Boulevard, Adela Jacobs, Pres, Secy, 50% jointly with spouse and William L. Jacobs, Treas, 50% jointly with spouse - Ward 5
58. Discussion and possible action regarding a Review for a Non Profit Club General License, IBPO Elks of the World, Tommy J. Stanton, dba IBPO Elks of the World, Tommy J. Stanton, 902 West Owens Avenue, Ernest Phillips, Secy - Ward 5
59. Discussion and possible action regarding Temporary Approval for Change of Ownership and Change of Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Polonez Polish Deli & Restaurant, Inc., dba Euro Place Ristorante, Bouglaw Sobol, Dir, Pres, Secy, Treas, 100%, To: Las Vegas Libations, LLC, dba LJ's Bar & Grill, 1243 East Sahara Avenue, Lance W. Johns, Mgr, 60% and Efrem Rosenfeld, Mmbr, 40% - Ward 3 (Reese)
60. Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale license subject to the provisions of the planning and fire codes and Health Dept. regulations, Haggadah, LLC., dba Village Steakhouse, 9330 West Sahara Avenue, Suite 160, Marc S. Attia, Managing Mmbr, 50% jointly with spouse and Laura C. Attia, Managing Mmbr, 50% jointly with spouse - Ward 2 (Wolfson)
61. Discussion and possible action regarding a Review of a Package License and a Restricted Gaming License for 7 slots, Shoshani and Jarjees, dba Family Food II, 1602 H Street, Salar Shoshani, Ptnr and Thamer Jarjees, Ptnr - Ward 5

62. Discussion and possible action regarding Temporary Approval of a Psychic Arts and Science License, Elizabeth Maria Wines, dba Elizabeth Maria Wines, 6848 West Charleston Boulevard, Elizabeth Maria Wines, Owner, 100% - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS DISCUSSION

63. Discussion and possible action regarding award of a Vehicle Evaluation Participation Agreement No. 060315 for the Lease of Hydrogen Engine Vehicles (including indemnification provision) - Department of Field Operations - Award recommended to: FORD MOTOR COMPANY (\$250,000 - Multipurpose Special Revenue Fund)

BOARDS & COMMISSIONS - DISCUSSION

64. ABEYANCE ITEM - AUDIT OVERSIGHT COMMITTEE – Councilman Lawrence Weekly, Term Expiration 6-18-2007
65. SOUTHERN NEVADA REGIONAL PLANNING COALITION – Councilman Lawrence Weekly, Term Expiration (until replaced)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

66. 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
67. 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

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

68. 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
69. Bill No. 2007-11 - Levies Assessment for Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road). Sponsored by: Step Requirement
70. 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

NEW BILLS - DISCUSSION

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED

71. Bill No. 2007-13 - Authorizes the issuance of a registered local improvement district bond, Series 2007, for an amount not to exceed \$623,000 for Special Improvement District No. 1493 - Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road). Proposed by: Mark R. Vincent, Director of Financial and Business Services

72. Bill No. 2007-14 – Prohibits unruly gatherings and establishes regulations and penalties with respect thereto. Sponsored by: Councilwoman Lois Tarkanian and Councilman Gary Reese

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

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

HEARINGS - DISCUSSION

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

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - CONSENT

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

75. EOT-19523 - APPLICANT/OWNER: SILVER DOLLAR LAND COMPANY, LLC - Request for an Extension of Time of an approved Rezoning (ZON-5880) FROM: U (UNDEVELOPED) [O (OFFICE) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO O (OFFICE) AND R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO O (OFFICE) TO: R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT- 8 UNITS PER ACRE) on 10.76 acres adjacent to the northeast corner of Rio Vista Street and Ann Road (APN 125-27-802-002 through 005, 008, 009, 012 and 014), Ward 6 (Ross). Staff recommends APPROVAL
76. EOT-19525 - APPLICANT/OWNER: SILVER DOLLAR LAND COMPANY, LLC - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5881) FOR A 93-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 10.76 acres adjacent to the northeast corner of Rio Vista Street and Ann Road (APN 125-27-802-002 through 005, 008, 009, 012 and, 014), U (Undeveloped) Zone [ML (Medium Low Density Residential) General Plan Designation] and R-E (Residence Estates) Zone under Resolution of Intent to R-PD8 (Residential Planned Development - 8 Units per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL
77. EOT-19773 - APPLICANT/OWNERS: PROJECT ALTA LLC - Request for an Extension of Time of an approved Variance (VAR-6283) TO ALLOW A 20.5 FOOT SETBACK FROM THE WEST PROPERTY LINE WHERE 336 FEET IS THE MINIMUM REQUIRED; TO ALLOW A 20.1 FOOT SETBACK FROM THE NORTH PROPERTY LINE WHERE 336 FEET IS THE MINIMUM REQUIRED; AND TO ALLOW A 71.2-FOOT SETBACK FROM MARTIN L KING BOULEVARD WHERE 77 FEET IS THE MINIMUM REQUIRED on 16.78 acres adjacent to the northwest corner of Alta Drive and Martin L King Boulevard (APN 139-33-202-005), C-1 (Limited Commercial) Zone, Ward 5. Staff recommends APPROVAL

78. EOT-19774 - APPLICANT/OWNERS: PROJECT ALTA LLC - Request for an Extension of Time of an approved Special Use Permit (SUP-6284) TO ALLOW A PROPOSED MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT AND A WAIVER FROM THE PRIMARY ENTRYWAY BEING DIRECTLY FROM AND ORIENTED TO A STREET adjacent to the northwest corner of Alta Drive and Martin L King Boulevard (APN 139-33-202-005), C-1 (Limited Commercial) Zone, Ward 5. Staff recommends APPROVAL
79. EOT-19775 - APPLICANT/OWNERS: PROJECT ALTA LLC - Request for an Extension of Time of an approved Site Development Plan Review (SDR-6282) FOR A PROPOSED MIXED USE DEVELOPMENT CONSISTING OF THREE (3) NINE-STORY TOWERS AND ONE (1) FIVE-STORY TOWER CONTAINING 664 RESIDENTIAL UNITS AND 24,970 SQUARE FEET OF COMMERCIAL SPACE on 16.78 acres adjacent to the northwest corner of Alta Drive and Martin L. King Boulevard (APN 139-33-202-005), C-1 (Limited Commercial) Zone, Ward 5. Staff recommends APPROVAL
80. EOT-19572 - APPLICANT/OWNER: MAGIC HAND, LLC - Request for an Extension of Time of an approved Special Use Permit (SUP-10459) Permit FOR GENERAL BUSINESS RELATED GAMING WITHIN AN EXISTING CAR WASH at 4450 East Washington Avenue (APN 140-29-212-002), C-1(Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

81. SUP-19068 - PUBLIC HEARING - APPLICANT: ACELERO LEARNING - OWNER: LUZ MARIE SANCHEZ - Request for a Special Use Permit FOR A CHILD CARE CENTER at 4301 Stewart Avenue (APN 140-31-602-009), R-E (Residence Estates) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
82. SUP-19087 - PUBLIC HEARING - APPLICANT: ESSENCE OF THAI, INC. - OWNER: CARMELLA M. MAURO - Request for a Special Use Permit FOR A BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING RESTAURANT at 4105 West Sahara Avenue (APN 162-07-511-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend APPROVAL
83. SUP-19121 - PUBLIC HEARING - APPLICANT: ADVANCE GROUP, INC. - OWNER: RESORT HOLDINGS 1, LLC - Request For A Special Use Permit FOR AN AUTO TITLE LOAN ESTABLISHMENT at 7460 West Cheyenne Avenue (APN 138-10-413-007), C-1 (Limited Commercial) Zone, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
84. GPA-18818 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request to amend a portion of the Centennial Hills Sector Plan of the Master Plan FROM: O (OFFICE) TO: H (HIGH DENSITY RESIDENTIAL) on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
85. ZON-18819 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request for a Rezoning FROM: O (OFFICE) TO: R-4 (HIGH DENSITY RESIDENTIAL) on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
86. VAR-18820 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request for a Variance TO ALLOW A 72-FOOT HIGH BUILDING WHERE 35 FEET IS THE MAXIMUM HEIGHT ALLOWED on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), O (Office) Zone [PROPOSED: R-4 (High Density Residential) Zone], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
87. SUP-18821 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), O (Office) Zone [PROPOSED: R-4 (High Density Residential) Zone], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL

88. SDR-18822 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request for a Site Development Plan Review FOR A PROPOSED FIVE-STORY MIXED-USE DEVELOPMENT CONSISTING OF 213 CONDOMINIUM UNITS AND 29,717 SQUARE FEET OF COMMERCIAL SPACE on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), O (Office) Zone [PROPOSED: R-4 (High Density Residential) Zone], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
89. ZON-17242 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: TOUSA HOMES, INC. - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) on 2.86 acres at the northwest corner of Bradley Road and Deer Springs Way (APN 125-24-203-022), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
90. VAR-17244 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: TOUSA HOMES, INC. - Request for a Variance TO ALLOW A RESIDENTIAL PLANNED DEVELOPMENT ON 2.86 ACRES WHERE FIVE ACRES IS THE MINIMUM REQUIRED on 2.86 acres at the northwest corner of Bradley Road and Deer Springs Way (APN 125-24-203-022), R-E (Residence Estates) Zone [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
91. SDR-17247 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: TOUSA HOMES, INC. - Request for a Site Development Plan Review FOR A PROPOSED FIVE-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT AND A WAIVER OF THE STREETSCAPE REQUIREMENTS on 2.86 acres at the northwest corner of Bradley Road and Deer Springs Way (APN 125-24-203-022), R-E (Residence Estates) Zone [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
92. VAR-18790 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: WENDELL D. AND LINDA G. GENTRY - Request for a Variance TO ALLOW A NON-HABITABLE ACCESSORY STRUCTURE TO BE 1,831 SQUARE FEET WHERE 1,148 SQUARE FEET IS THE MAXIMUM ALLOWED on 0.52 acres at 5306 Hickam Avenue (APN: 138-01-702-001), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
93. SUP-18789 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: WENDELL D. AND LINDA G. GENTRY - Request for a Special Use Permit FOR A NON-HABITABLE ACCESSORY STRUCTURE at 5306 Hickam Avenue (APN: 138-01-702-001), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
94. SUP-18314 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC - OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL - Request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN on 1.75 acres adjacent to the south side of Alexander Road, approximately 650 feet east of Cimarron Road (APN 138-09-501-003), C-V (Civic) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
95. SUP-18655 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA INC. - OWNER: BERKE ENTERPRISES, LTD., L.P. - Request for a Special Use Permit FOR A PROPOSED WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN at 1501 East Charleston Boulevard (APN 139-35-402-001), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
96. MOD-19114 - PUBLIC HEARING - APPLICANT/OWNER: CLIFF'S EDGE, LLC - Request for a Major Modification TO REVISE THE CLIFF'S EDGE MASTER DEVELOPMENT PLAN AND DESIGN GUIDELINES TO CLARIFY CERTAIN SETBACK, LANDSCAPE, DESIGN, WALL, ARCHITECTURAL PROJECTION SEPARATION AND BALCONY SEPARATION STANDARDS; TO ALLOW THREE STORY SINGLE FAMILY DWELLINGS WITH A MAXIMUM HEIGHT OF 38 FEET AND TO ADD A SIGN STANDARD SECTION, (APN Multiple), PD (Planned Development) Zone, Ward 6 (Ross). The Planning Commission (3-3 tie vote on a motion for approval) NO RECOMMENDATION. Staff recommends APPROVAL

97. ZON-18208 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT GROUP, INC. - OWNER: FLETCHER JONES, SR. TRUST - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-2 (GENERAL COMMERCIAL) on a one-acre portion of 9.34 acres at 400 South Decatur Boulevard (APN 138-36-601-002), Ward 1 (Tarkanian). The Planning Commission (4-1-1 vote) and staff recommend DENIAL
98. VAR-18210 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT GROUP, INC. - OWNER: FLETCHER JONES, SR. TRUST - Request for a Variance TO ALLOW 509 PARKING SPACES WHERE 783 SPACES ARE REQUIRED on 9.34 acres at 400 South Decatur Boulevard (APN 138-36-601-002), R-1 (Single Family Residential) Zone and C-2 (General Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 1 (Tarkanian). The Planning Commission (4-1-1 vote) and staff recommend DENIAL
99. SUP-19129 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT GROUP, INC. - OWNER: FLETCHER JONES, SR. TRUST - Request for a Special Use Permit FOR A PROPOSED AUTO PAINT & BODY REPAIR SHOP WITH A WAIVER TO ALLOW SERVICE BAYS TO FACE PUBLIC RIGHT-OF WAY at 400 South Decatur Boulevard (APN 138-36-601-002), C-2 (General Commercial) Zone and R-1 (Single Family Residential) Zone [PROPOSED: C-2 (General Commercial)], Ward 1 (Tarkanian). The Planning Commission (4-1-1 vote) and staff recommend DENIAL
100. SDR-18206 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT GROUP, INC. - OWNER: FLETCHER JONES, SR. TRUST - Request for a Site Development Plan Review for a 123,669 SQUARE FOOT EXPANSION OF AN EXISTING AUTOMOBILE SERVICE FACILITY WITH WAIVERS OF THE PERIMETER LANDSCAPING REQUIREMENT TO ALLOW NO LANDSCAPING ALONG THE EAST PROPERTY LINE AND ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE AN EIGHT FOOT WIDE BUFFER IS REQUIRED; TO ALLOW A FIVE FOOT WIDE BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE EIGHT FEET IS REQUIRED; TO ALLOW A SIX FOOT WIDE BUFFER ALONG THE WEST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED; AND TO ALLOW A ONE FOOT WIDE BUFFER ALONG THE NORTH PROPERTY LINE WHERE 15 FEET IS REQUIRED ADJACENT TO A PUBLIC RIGHT OF WAY on 9.34 acres at 400 South Decatur Boulevard (APN 138-36-601-002), R-1 (Single Family Residential) Zone and C-2 (General Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 1 (Tarkanian). The Planning Commission (4-1-1 vote) and staff recommend DENIAL
101. ZON-19070 - PUBLIC HEARING - APPLICANT/OWNER: ALL STAR AUTOMOTIVE, INC. - Request for a Rezoning FROM: C-2 (GENERAL COMMERCIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 1.09 acres at 2027-2041 West Bonanza Road (APNs 139-28-401-029 and 031), Ward 5. The Planning Commission (3-3 tie vote on a motion for approval) NO RECOMMENDATION. Staff recommends APPROVAL
102. VAR-18625 - PUBLIC HEARING - APPLICANT/OWNER: LE FERIA, LLC - Request for a Variance TO ALLOW 39 PARKING SPACES WHERE 95 PARKING SPACES ARE THE MINIMUM REQUIRED on 2.33 acres at 3851 Pennwood Avenue (APNs 162-07-702-002 and 003), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend DENIAL
103. SDR-19214 - PUBLIC HEARING - APPLICANT/OWNER: Le FERIA, LLC - Request for a Site Development Plan Review FOR AN EXISTING OFFICE, RETAIL AND MINI-STORAGE FACILITY DEVELOPMENT AND A WAIVER TO ALLOW A LANDSCAPE BUFFER WIDTH OF ZERO FEET WHERE 15 FEET IS THE MINIMUM REQUIRED ALONG THE RIGHT-OF-WAY on 2.33 acres at 3851 Pennwood Avenue (APNs 162-07-702-002 and 003), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend DENIAL
104. VAR-19098 - PUBLIC HEARING - APPLICANT/OWNER: KRYFAM, LP - Request for a Variance TO ALLOW 74 PARKING SPACES WHERE 87 SPACES ARE REQUIRED on 1.83 acres at the southwest corner of Tenaya Way and Sky Pointe Drive (APN 125-27-410-004), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL
105. VAR-19447 - PUBLIC HEARING - APPLICANT/OWNER: KRYFAM, LP - Request for a Variance TO ALLOW A FOUR-STORY HOTEL WHERE TWO STORIES ARE THE MAXIMUM PERMITTED on 1.83 acres at the southwest corner of Tenaya Way and Sky Pointe Drive (APN 125-27-410-004), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL

- 106.SUP-19100 - PUBLIC HEARING - APPLICANT/OWNER: KRYFAM, LP - Request for a Special Use Permit FOR A HOTEL WITH A WAIVER TO ALLOW A DISTANCE SEPARATION OF 80 FEET FROM A RESIDENTIAL USE WHERE 330 FEET IS THE MINIMUM REQUIRED at the southwest corner of Tenaya Way and Sky Pointe Drive (APN 125-27-410-004), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL
- 107.SDR-19097 - PUBLIC HEARING - APPLICANT/OWNER: KRYFAM, LP - Request for a Site Development Plan Review FOR A FOUR-STORY, 50,478 SQUARE FOOT HOTEL WITH A WAIVER TO ALLOW PERIMETER LANDSCAPE BUFFER WIDTH OF 14 FEET FOR A THREE FOOT SECTION WHERE 15 FEET IS THE MINIMUM REQUIRED on 1.83 acres at the southwest corner of Tenaya Way and Sky Pointe Drive (APN 125-27-410-004), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL
- 108.VAR-19297 - PUBLIC HEARING - APPLICANT: AMERICAN CHILD CARE PROPERTIES, LLC - OWNER: DAVIDSON INVESTMENT REAL ESTATE, LP - Request for a Variance TO ALLOW A PROPOSED BUILDING 11 FEET FROM THE REAR PROPERTY LINE WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED on 1.45 acres at the southwest corner of Bonanza Road and Page Street (APN 140-32-101-005), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 109.SDR-19116 - PUBLIC HEARING - APPLICANT: AMERICAN CHILD CARE PROPERTIES, LLC - OWNER: DAVIDSON INVESTMENT REAL ESTATE, LP - Request for a Site Development Plan Review FOR A ONE-STORY, 15,119 SQUARE FOOT CHILD CARE CENTER on 1.45 acres at the southwest corner of Bonanza Road and Page Street (APN 140-32-101-005), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 110.WVR-18085 - PUBLIC HEARING - APPLICANT/OWNER: JOSE LOPEZ - Request for a Waiver to Title 18.12.160 TO ALLOW 180 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED at the southeast corner of Maverick Street and Jo Marcy Drive (APN 125-14-506-001), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 111.SUP-18084 - PUBLIC HEARING - APPLICANT/OWNER: JOSE LOPEZ - Request for a Special Use Permit FOR PRIVATE STREETS at the southeast corner of Maverick Street and Jo Marcy Drive (APN 125-14-506-001), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
- 112.SUP-19105 - PUBLIC HEARING - APPLICANT: 1 HOUR BAIL BONDS - OWNER: LEWIS CENTER PARKING, LLC - Request for a Special Use Permit FOR A BAIL BOND SERVICE at 321 South Casino Center Boulevard (APN 139-34-201-020), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

SET DATE

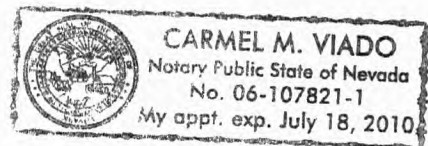
- 113.Set date on any appeals filed or required public hearings from the City Planning Commission Meetings, Centennial Hills Architectural Review Committee and Dangerous Building or Nuisance/Litter Abatements

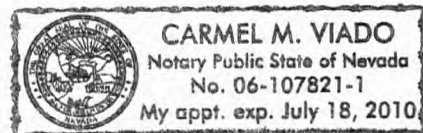
CITIZENS PARTICIPATION

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

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

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





 PAULA CLARK
Notary Public State of Nevada
No. 00-60678-1
My appt. exp. Jan. 11, 2009

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

SUBJECT:
CALL TO ORDER

Minutes:

MAYOR PRO-TEM REESE called the meeting to order at 9:01 a.m.

PRESENT: MAYOR GOODMAN (excused from the morning session until 9:15 a.m.) and COUNCILMEMBERS REESE, BROWN (excused from the morning session until 9:11 a.m. and from the afternoon session until 1:03 p.m.), WOLFSON, TARKANIAN (excused from the afternoon session until 1:03 p.m.) and ROSS

Also Present: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY MANAGER ORLANDO SANCHEZ, CITY ATTORNEY BRAD JERBIC, SENIOR LITIGATION COUNSEL WILLIAM HENRY, DEPUTY CITY ATTORNEY BRYAN SCOTT, DEPUTY CITY ATTORNEY JAMES B. LEWIS (P.M. Session) and ACTING CITY CLERK BEVERLY K. BRIDGES



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

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

Minutes:

ANNOUNCEMENT MADE - Meeting noticed and posted at the following locations: City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge Bulletin Board, City Hall Plaza (next door to Metro Records), Las Vegas Library, 833 Las Vegas Boulevard North, Clark County Government Center, 500 S. Grand Central Parkway, Grant Sawyer Building, 555 E. Washington Avenue



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

SUBJECT:

INVOCATION – KHOSROW ALIGHCHI, MINISTRY LEADER, INTERNATIONAL
CHURCH OF LAS VEGAS

Minutes:

KHOSROW ALIGHCHI, Ministry Leader of the International Church of Las Vegas, gave the invocation.



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

SUBJECT:

PLEDGE OF ALLEGIANCE

Minutes:

MAYOR PRO-TEM REESE led the audience in the Pledge.



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

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE EMPLOYEE OF THE MONTH

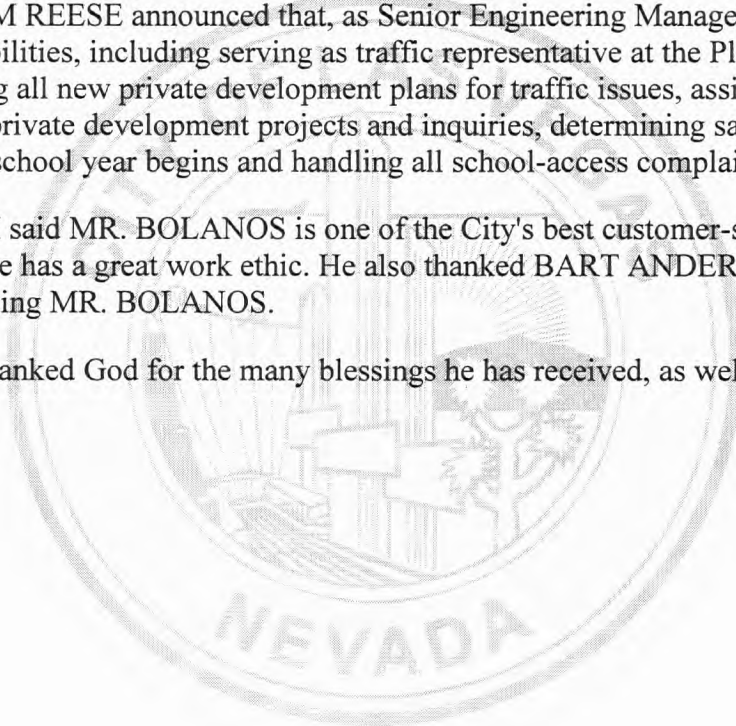
Minutes:

No motion required. A presentation was made.

MAYOR PRO-TEM REESE called forward CHARLIE KAJKOWSKI, Director of Public Works, to assist in recognizing VICTOR BOLANOS Employee of the Month for March. MAYOR PRO-TEM REESE announced that, as Senior Engineering Manager, MR. BOLANOS has many responsibilities, including serving as traffic representative at the Planning Commission meetings, reviewing all new private development plans for traffic issues, assisting the Right-of-Way Section with private development projects and inquiries, determining safe routes to area schools before the school year begins and handling all school-access complaints.

MR. KAJKOWSKI said MR. BOLANOS is one of the City's best customer-service ambassadors, and he has a great work ethic. He also thanked BART ANDERSON, Public Works, for nominating MR. BOLANOS.

MR. BOLANOS thanked God for the many blessings he has received, as well as his family and co-workers.



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

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF CHILD ABUSE PREVENTION MONTH

BACKUP DOCUMENTATION:

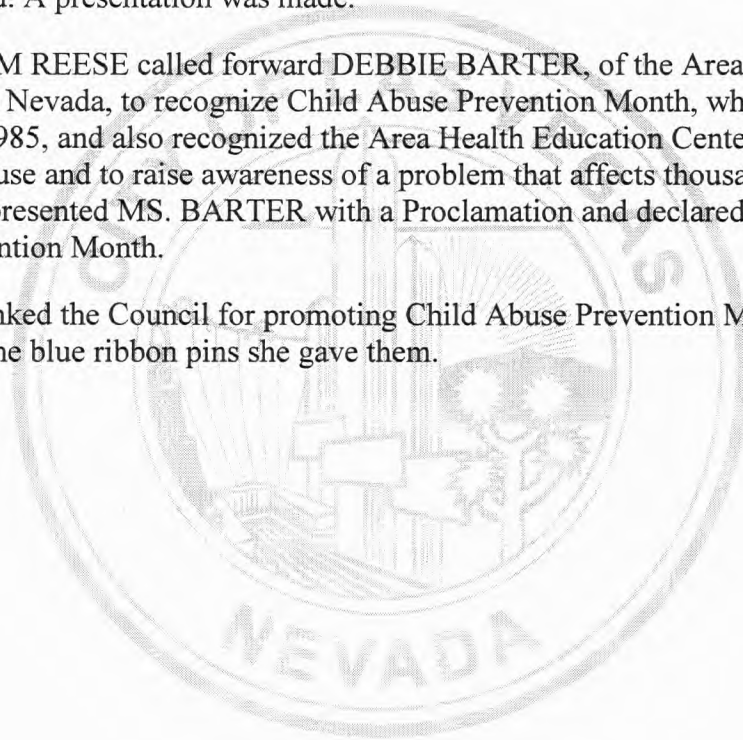
Submitted at meeting – Copy of Proclamation declaring Child Abuse Prevention Month

Minutes:

No motion required. A presentation was made.

MAYOR PRO-TEM REESE called forward DEBBIE BARTER, of the Area Health Education Center of Southern Nevada, to recognize Child Abuse Prevention Month, which has been recognized since 1985, and also recognized the Area Health Education Center for working hard to prevent child abuse and to raise awareness of a problem that affects thousands of children and their families. He presented MS. BARTER with a Proclamation and declared April 2007 to be Child Abuse Prevention Month.

MS. BARTER thanked the Council for promoting Child Abuse Prevention Month and asked the members to wear the blue ribbon pins she gave them.



From the office of the Mayor **Proclamation**

- Whereas;** preventing child abuse and neglect is a community problem that depends on involvement among all people throughout the community, where all citizens should become involved in supporting families in raising their children in a safe, nurturing environment; and
- Whereas;** child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and
- Whereas;** the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and
- Whereas;** child abuse and neglect can be reduced by making sure each family has the support they need to raise their children in a healthy environment; and
- Whereas;** effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; now
- Therefore;** I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM THE MONTH OF APRIL 2007, TO BE:

Child Abuse Prevention Month

IN LAS VEGAS AND CALL UPON ALL CITIZENS, COMMUNITY AGENCIES, FAITH GROUPS, MEDICAL FACILITIES, AND BUSINESSES TO PARTICIPATE IN PREVENT CHILD ABUSE, NEVADA'S (PCA) "PINWHEELS FOR PREVENTION" CAMPAIGN, THEREBY BRINGING ATTENTION TO THE CHALLENGE OF PREVENTING CHILD ABUSE AND STRENGTHENING OUR COMMUNITIES THROUGHOUT NEVADA.



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


HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

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

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF PERSIAN HERITAGE MONTH

BACKUP DOCUMENTATION:

Submitted at meeting – Copy of Proclamation declaring Persian Heritage Month

Minutes:

No motion required. A presentation was made.

COUNCILMAN WOLFSON announced with pleasure that the Spring Equinox, a day in which night and day are almost equal, was being celebrated that day. On this day, the Persian New Year, Norouz (or New Day), is celebrated as a time for family and friends to gather and appreciate life's bounty. This is a tradition dating back 3,000 years. With the approximate 10,000 individuals of Persian descent that now live in Las Vegas and play a significant role in the success of this community, the PPS (Persian Professionals Society) organizes and promotes various community events, including the annual Norouz celebration on the first day of spring and various cultural events through Clark County libraries. In celebration of Norouz, many members of the Persian community were present, including KHOSROW ALIGHCHI, International Church of Las Vegas Ministry Leader; FIROUZEH FOROUZMAND, PPS member; and OZZIE MIRKHAH, member of the Persian community and CLV Fire and Rescue, COUNCILMAN WOLFSON presented a Proclamation to MS. FOROUZMAND and declared March 2007 to be Persian Heritage Month.

MS. FOROUZMAND thanked the Council for this recognition, which the Persian community considers to be a historic moment for Las Vegas. As a token of appreciation, she presented each Council member with books representing the Persian homeland, a framed First Human Rights Charter signed 529 B.C. by Cyrus the Great and a replica in silver.

City of Las Vegas
Office of the City Council
Proclamation



- Whereas; We, the Mayor and Members of the Las Vegas City Council, are honored to designate March 2007 as Persian Heritage Month; and
- Whereas; The city of Las Vegas is proud to join the Persian community in celebrating Norouz or "New Day", a new year's celebration that coincides exactly with the spring equinox and has been recognized in some form for the past 3,000 years and is a time for family and friends to gather and recognize life's bounty through food, gifts and conversation; and
- Whereas; The city of Las Vegas greatly benefits from the plentiful contributions of the Persian American community in various areas, including leadership in business, education, the medical profession and the legal field, among many other important sectors of our economy; and
- Whereas; The city of Las Vegas commends the Las Vegas Persian Professional Society for its many contributions to our community as well as its efforts to promote Persian culture, literature and the arts through public events enhancing the cultural diversity of our neighborhoods; now
- Therefore; We, the Mayor and Members of the Las Vegas City Council, proudly proclaim March 2007:

Persian Heritage Month

We urge all citizens of Las Vegas to join with us in celebrating diversity and recognize Persian Heritage Month and Norouz in our great city.

A handwritten signature in black ink, appearing to read "Oscar B. Goodman".

Mayor Oscar B. Goodman

A handwritten signature in black ink, appearing to read "Gary Reese".

Mayor Pro Tem Gary Reese

A handwritten signature in black ink, appearing to read "Larry Brown".

Councilman Larry Brown

A handwritten signature in black ink, appearing to read "Steve Wolfson".

Councilman Steve Wolfson

A handwritten signature in black ink, appearing to read "Lois Tarkanian".

Councilwoman Lois Tarkanian

A handwritten signature in black ink, appearing to read "Steven D. Ross".

Councilman Steven D. Ross

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

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

PRESENTATION BY THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT TO
THE CITY ATTORNEY'S OFFICE

Minutes:

This presentation was not made.



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

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF DR. BARBARA JACKSON FOR BEING NAMED PUBLIC ADMINISTRATOR OF THE YEAR

Minutes:

No motion required. A presentation was made.

In continuing the celebration of Women's History Month, COUNCILWOMAN TARKANIAN recognized DR. BARBARA JACKSON, Director of Leisure Services, for being named Public Administrator of the Year by the National Forum for Black Public Administrators (NFBPA). She was given this prestigious award for her many years of service to the NFBPA and for her contributions to the community. She is an example of how Las Vegas women have played and continue to play a critical role in every sphere of life.

DR. JACKSON expressed her appreciation to the Council, fellow directors, and her family and gave credit to her staff for making her job appear easier than it is. She is very passionate about NFBPA for its dedication to promoting public administrators. She gave glory to God for all He has done for her.

Concurrently, COUNCILWOMAN TARKANIAN recognized EUGENE CAMPBELL, Deputy Chief of Las Vegas Fire and Rescue, who also won an award from NFBPA.

DEPUTY CHIEF CAMPBELL was very grateful to be part of the City and a servant of the community. He thanked his family for supporting him in his endeavors, despite the many hours he has to spend away from home.

COUNCILWOMAN TARKANIAN felt proud to have two such distinguished people on staff.

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

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE TEACHER EDUCATION ACADEMY OF CLARK HIGH SCHOOL
FOR BEING NAMED AS A NATIONAL MAGNET SCHOOL OF DISTINCTION

BACKUP DOCUMENTATION:

Submitted at meeting – Copy of Certificate of Recognition presented to T.E.A.C.H. Academy of Clark High School

Minutes:

No motion required. A presentation was made.

COUNCILWOMAN TARKANIAN recognized Clark High School for its Teacher Education Academy, which was recently named a National Magnet School of Distinction. Even with the problems in schools, this program is a diamond.

LOURDES and ANTHONY, students of the Teacher Education Academy, were grateful for the school's recognition. Attending the program has been a great experience for them. ANTHONY thanked the teachers, administration and COUNCILWOMAN TARKANIAN.

COUNCILWOMAN TARKANIAN noted that it takes a lot of hard work to get the universities to provide college-level classes at the high school campuses. She gave credit to JULIE LUDLOW, who has worked very hard on this. MS. LUDLOW accepted the certificate of recognition for PRINCIPAL RONNIE T. SMITH, who could not be present because he was accepting the magnet students for the next school year.

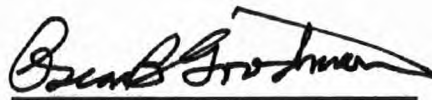
Certificate of Recognition

Presented To:

*T.E.A.C.H. Academy of
Clark High School*

*For being selected as a
National Magnet School of Distinction*

Presented this 21st day of March, 2007



Mayor Oscar B. Goodman



Mayor Pro Tem Gary Reese



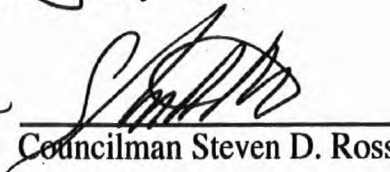
Councilman Larry Brown



Councilman Steve Wolfson



Councilwoman Lois Tarkanian



Councilman Steven D. Ross

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

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

BUSINESS ITEMS:

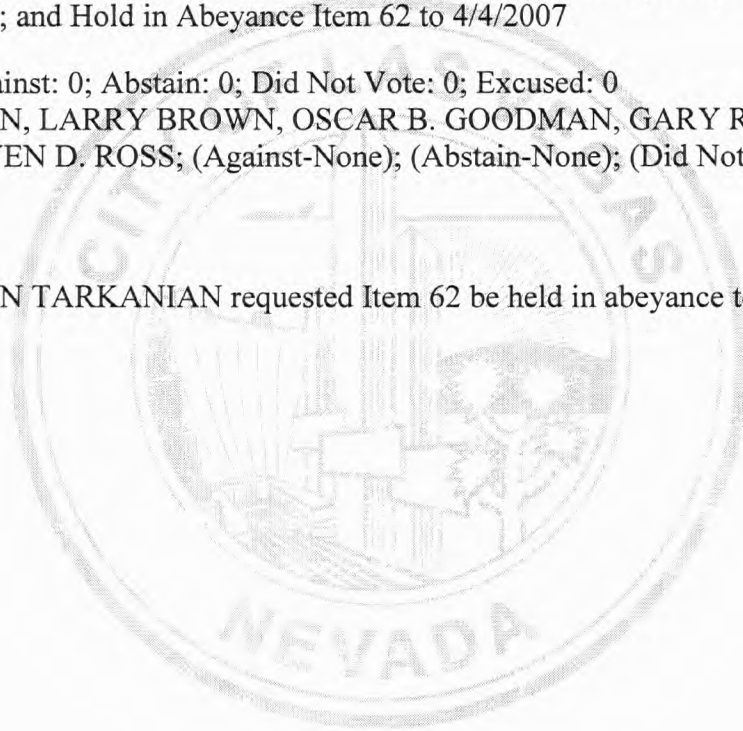
Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

Motion made by GARY REESE to Strike Items 32, 34, 46-49 and 51; Hold in Abeyance Items 52-54 to 4/18/2007; and Hold in Abeyance Item 62 to 4/4/2007

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:

COUNCILWOMAN TARKANIAN requested Item 62 be held in abeyance to 4/4/2007.



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

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council meeting of February 21, 2007

Motion made by GARY REESE to Approve by Reference

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 21, 2007

DEPARTMENT: CITY MANAGER
DIRECTOR: DOUGLAS A. SELBY

☒ Consent ☐ Discussion

SUBJECT:
ADMINISTRATIVE:

Approval of the First Amendment to Auto Racing Agreement between the City of Las Vegas and Vegas Grand Prix, LLC., doing business as Vegas Grand Prix, for an auto racing event to be held through the streets of downtown Las Vegas - Wards 3 and 5 (Reese)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This amendment is to update some of the insurance requirements of the Auto Racing Agreement with Vegas Grand Prix. This amendment also clarifies some of the definitions and timelines within the Agreement. This amendment also fulfills the requirement of the performance bond for Vegas Grand Prix's guarantee of the City's contribution to the street repairs and improvements for this year's race.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. First Amendment to Auto Racing Agreement
2. Disclosure of Principals

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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

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

**FIRST AMENDMENT TO
AUTO RACING AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this 1ST day of MARCH, 2007, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City") and Vegas Grand Prix, LLC., doing business as "Vegas Grand Prix," a limited liability company organized under the laws of the State of Nevada (herein "VGP").

WITNESSETH:

WHEREAS, the parties hereto have entered into the Auto Racing Agreement dated July 20, 2006 (the "Agreement"), which sets forth each parties respective obligations concerning the inaugural Grand Prix auto racing event to be held on the public streets in downtown Las Vegas, and

WHEREAS, since the execution of the Agreement, the parties as a result of preparing for the first grand prix auto racing event recognize the need to modify the same of the obligation of VGP as set forth in the Agreement, and

WHEREAS, the parties hereto desire to enter into an amendment of the Agreement to modify the obligations of VGP as hereinafter set forth.

NOW, THEREFORE, in consideration of the above, the parties hereto agree to the following:

1. Section 1(h) of the Agreement is hereby amended to clarify that the costs, engineering design, construction management and project administration are part of the Annual Street Improvement costs to be reimbursed by the City.

Delete the following language: Section 1h in its entirety.

Add the following language: "Annual Street Improvements," means the pre-race improvements or modifications, temporary and permanent, which must be made to the City Streets on an annual basis after the first year in order to hold the Racing Event (including the engineering design, construction management and project administration related thereto), but does not include post-race Street Repairs.

2. Section 5(h) of the Agreement is hereby amended to provide the City with option to do the Street Repairs:

Delete the following language: "Perform, at its sole expense, the necessary Street Repairs within the Circuit Area."

Add the following language: "Perform, at its sole expense, the necessary Street Repairs within the Circuit Area unless the City elects to perform the repairs subject to reimbursement by VGP pursuant to Section 8."

3. Section 8, Street Improvement and Repair, is hereby amended to provide that the City will be reimbursed for the costs of the Initial Street Improvement, Annual Street Improvements and, if applicable, the Street Repairs and to require the procurement of a performance bond to ensure reimbursement of such costs to the City.

Delete the following language: Section 8 in its entirety.

Add the following language: "VGP agrees to reimburse the City for the costs of the design and construction (including project management and project administration) for (i) the Initial Street Improvements which is in excess of the City's contribution in the amount of \$500,000, (ii) the Annual Street Improvements which are necessary for each Race Event after the first year, and (iii) the Street Repairs for the first year and subsequent years thereafter, if the City elects to assume responsibility for performing the Street Repairs. The City shall be reimbursed such costs within thirty (30) calendar days of receipt by VGP of a written invoice, which invoice will be on a monthly basis during the course of the construction contract for the Initial Street Improvements, Annual Street Improvements or, if applicable, the Street Repairs.

The City will be responsible for construction of the Initial and Annual Street Improvements pursuant to the requirements of applicable state laws, and shall not enter into any construction contract for the Initial or Annual Street Improvements without the prior consent of VGP. For each Race Event after the first year, the City will provide VGP with an annual estimate of the cost to construct Annual Street Improvements within 270 days of completion of the last Race Event. However, in the event VGP determines, at any time after the first Race Event and prior to the City entering into any contract for the construction of the Annual Street Improvements, that the Race Event has become commercially unfeasible due to the costs of Annual Street Improvements, VGP shall have the right to terminate this Agreement without penalty, but subject to the indemnification obligation set forth Section 11 of this Agreement.

Within ten (10) days after written notice from the City, VGP agrees to make a deposit with the City in the amount of the engineering design agreement for the Initial Street Improvements. For each Race Event thereafter, within 30 days of receipt of a written invoice (such invoice not to be given earlier than 90 days after completion of the preceding Race Event), VGP agrees to make a deposit in the amount of the engineering design agreement for the Annual Street Improvements. The failure to deposit funds for the engineering design contract as required herein shall constitute a material breach of this Agreement.

The Initial Street Improvements are estimated in the amount of \$1,866,849.00 as indicated on Exhibit B attached hereto. In the event the actual

construction bid for the Initial Street Improvements exceeds by 10% the cost estimate set forth in Exhibit B, VGP may terminate this Agreement for economic hardship without penalty, provided written notice thereof is given to the City prior to the award of the construction contract therefor. If the construction bids do not exceed by 10% the estimate costs of the Initial Street Improvements set forth in Exhibit B attached hereto, VGP shall provide a performance bond, in an amount and with a surety company reasonably acceptable to the City Manager and substantially in the form of Exhibit G attached hereto and incorporated herein as a part of this Agreement, ensuring the performance of VGP's reimbursement obligations set forth in this Section. The performance bond shall remain in effect for the term of this Agreement, or for such other shorter periods of time as may be agreed to by the City. The failure to provide the performance bond required herein shall constitute a material breach of this Agreement."

4. Section 11, Indemnification, of the Agreement is hereby amended to require the Company to procure a performance bond securing the performance of VGP obligation for the defense and payment of claims for the denial of access to and from private property resulting from any Racing Event.

Add the following language as the third paragraph to Section 11: "The Company agrees to provide a performance bond substantially in the form of Exhibit G attached hereto ensuring performance of the Company's obligations set forth herein concerning claims for the denial of access to and from private property resulting from any Racing Event."

5. Section 12, Insurance, of the Agreement is hereby amended to delete the requirement that the General Commercial Liability Coverage required by the Agreement be endorsed to cover claims for the denial of access to and from private property resulting from the Racing Event.

Delete the following language: The insurance coverage shall be specifically endorsed to cover claims for the denial of access from private property owners resulting from the Racing Event.

6. Exhibit D, Insurance Requirement, referenced in Section 12 of the Agreement is hereby amended to delete the requirement that the General Commercial Liability Coverage be endorsed to cover claims for the denial of access to and from private property.

Delete the following language: Specific endorsement of coverage for claims brought for the denial of access to private property as a result of the Race Event.

7. Within ten (10) days after the execution of this Amendment, VGP shall provide to the City an executed performance bond substantially in the form of Exhibit G attached hereto and incorporated as part of Agreement which is referenced in Sections 8 and Section 11 of the Agreement.

8. Exhibit G of the Agreement referenced in the new language above for Section 8 is attached hereto as Attachment 1 and incorporated herein as a part of this Amendment.

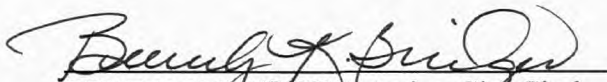
9. Pursuant to Section 36 of the Agreement, VGP is required to notify the City of any material change in the Certificate of Disclosure of Ownership/Principals within 15 days of such change. As of the date of its execution of this Amendment, VGP represents to the City that there has been no change in this Certificate previously provided to the City.

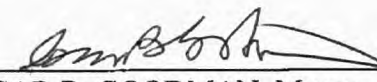
10. All other provisions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

ATTEST:

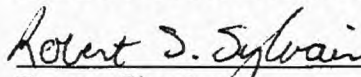
CITY OF LAS VEGAS


BEVERLY BRIDGES, Acting City Clerk

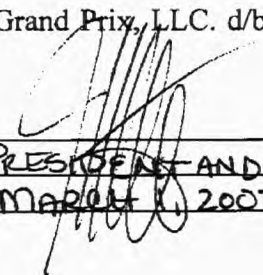
By 
OSCAR B. GOODMAN, Mayor Date

"City"

APPROVED AS TO FORM:

 2-28-07
Deputy City Attorney Date

Vegas Grand Prix, LLC. d/b/a Vegas Grand Prix

By: 
Title: PRESIDENT AND CEO
Date: MARCH 1, 2007

ATTACHMENT 1 TO THE AMENDMENT

Exhibit G

Performance Bond

Performance Bond

BOND NUMBER _____

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090 AND EXECUTED BY AN APPOINTED AGENT LICENSED PURSUANT TO NRS 683A.280. THE SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS, the Company named below and the City of Las Vegas, Nevada (the "City") have entered in a certain contract dated July 20, 2006, entitled, to wit: the AUTO RACING AGREEMENT (the "Agreement"), which provides for a grand prix auto racing event to be held on the certain public streets in downtown Las Vegas, and

WHEREAS, the Company is obligated to (i) reimburse the City for the costs of the initial street improvements (less the City's contribution of \$500,000) and the annual street improvements which are incurred by the City in order to conduct the grand prix auto racing event, (ii) reimburse the City for the cost of the post-race street repairs if the City elects to perform such repairs, (iii) defend, indemnify and hold the City harmless against claims as a result of the grand prix auto race, and (iv) perform the other obligations of the Agreement (collectively the "Obligations"), all of which is more fully set forth in the Agreement, and

WHEREAS, the Company is required to furnish a bond securing the faithful performance of the Obligations under the terms of the Agreement.

KNOW ALL MEN BY THESE PRESENTS, that we, the Company and Surety named below, for ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, are firmly held and bound unto the City in the penal sum of ONE MILLION DOLLARS (\$1,000,000), the payment of which sum will firmly and truly be made pursuant to this Bond.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if the Company shall well and truly perform all of the Obligations within the time and in the manner specified in the Agreement, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if notified and requested to do so by the City, to perform and fully complete the Obligations pursuant to the requirements of the Agreement if the Company fails or neglects for any reason to perform any of the Obligations. The Surety further agrees to commence completion of the Obligation which the Company has failed or neglected to perform within twenty (20) days after written notice thereof from the City, and to fully complete with due diligence the same.

No change, alteration or other modifications (including extension of time) of the Agreement shall release or exonerate any Surety upon this Bond. It is expressly agreed and understood that this Bond is made and executed contemporaneously with the Agreement above mentioned, and in consideration for the terms, conditions, and covenants therein made and entered into on the part of the City.

IN WITNESS WHEREOF this instrument has been executed this 1st day of March, 2007.

To be countersigned by resident agent in Nevada pursuant to NRS 680A.300.

RESIDENT AGENT

By _____
(Resident Agent Name)

(State of Nevada License Number)

By: _____
(Resident Agent Signature to be notarized)

Address: _____

Telephone: _____
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

COMPANY: DDB Ventures, LLC DBA Vegas Grand Prix, LLC

By: _____
(Authorized Representative and Title)

SURETY: _____

(State of Nevada License Number)

(Appointed Agent Name)

By: _____
(Appointed Agent Signature to be notarized)

Address: _____

Telephone: _____
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	<u>Contracting Entity</u>
	Vegas Grand Prix, LLC
Name	c/o Dale M. Jensen
Address	4021 E. Lamar Rd Paradise Valley, AZ 85253
Telephone	602.889.3090 x102
EIN or DUNS	20-5181800

Block 2	<u>Description:</u>
	Subject Matter of Contract/Agreement:
	RFP #:
	N/A

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

Block 4	<u>Disclosure of Ownership and Principals</u>		
	In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.		
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	DDB Ventures, LLC	4021 E. Lamar Road Paradise Valley, AZ 85253	602.889.3090 x102
2.	For disclosure purposes, DDB Ventures, LLC is wholly-owned by: Dale M. Jensen and Bradley N. Yonover	See above	See above
3.			
4.			
5.			
6.			
7.			
8.			

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

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

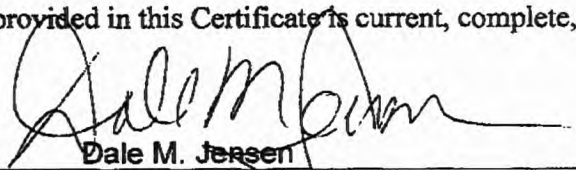
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.



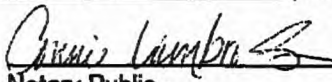

Dale M. Jensen
Name
March 6, 2007
Date

State of Nevada *Arizona*
County of Clark *Maricopa*

This instrument was acknowledged before me on

3/6/07 (date) by

Dale Jensen (name of person)


Notary Public -

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

DEPARTMENT: ADMINISTRATIVE SERVICES

DIRECTOR: CHRISTOPHER KNIGHT

☒ Consent ☐ Discussion

SUBJECT:

Approval of the annual Federal Emergency Management Agency (FEMA) Emergency Management Preparedness Grant in the amount of \$359,183.44 (\$179,591.72 City contribution - General Fund) - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$179,591.72

Funding Source: 201200

Dept./Division: CMO-Administrative Services

PURPOSE/BACKGROUND:

This annual recurring grant from the Federal Emergency Management Agency (FEMA) is used to support the City's emergency management and preparedness program.

RECOMMENDATION:

Administrative Services recommends approval and that the grant application be executed by the City's Emergency Manager.

BACKUP DOCUMENTATION:

2007 State of Nevada emergency management program grant award documents

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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

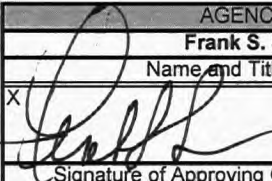
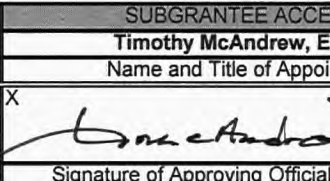
LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

**STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT**

GRANT AWARD	
SUBGRANTEE: City of Las Vegas OEM ADDRESS: 500 N. Casino Blvd Las Vegas, NV 89101-2986 PROJECT TITLE: FFY07 Emergency Management Performance Grant (EMPG) GRANT PERIOD: 10/01/06 - 09/30/07	PROJECT NO: 9704207 FEDERAL GRANT FUNDS: \$179,591.72 MATCHING FUNDS: \$179,591.72 TOTAL: \$359,183.44

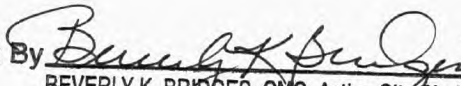
APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Personnel		\$301,685.04
Consultant/Contracts		\$10,000.00
Travel		\$10,000.00
Supplies/Operating		\$29,610.00
Equipment		\$7,888.40
Training		
Other		
TOTAL		\$359,183.44

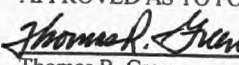
This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Frank S. Siracusa, Chief	Timothy McAndrew, Emergency Manager
Name and Title of Appointing Official	Name and Title of Appointing Official
X  2-27-07 Signature of Approving Official Date:	X  3/6/07 Signature of Approving Official Date:

Form: OEM-001

CONFIRMATION COPY

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

APPROVED AS TO FORM
 3/7/07
Thomas R. Green Date
Deputy City Attorney

State of Nevada
Department of Public Safety
Division of Emergency Management

***REVISED* Budget Detail by Category**

Grant: City of Las Vegas EMPG

FFY: 2007

CATEGORY	COST	TOTAL PROJECT COSTS
Personnel/Fringe Benefits		
1. Emergency Manager	\$145,452.58	\$134,263.92
2. Bus. Specialist-II	\$102,692.98	\$94,793.52
3. Sr. Office Specialist	\$78,679.90	\$72,627.60
4. Financial Analyst (10%) *	\$14,174.13	\$0.00
SUBTOTAL	\$340,999.59	\$301,685.04
Consultant/Contract		
1. Contract services for training	\$10,000.00	\$10,000.00
SUBTOTAL	\$10,000.00	\$10,000.00
Travel		
1. Conferences	\$6,000.00	\$6,000.00
2. Other misc. travel	\$4,000.00	\$4,000.00
SUBTOTAL		\$10,000.00
Supplies/Operating		
1. Communications/phones/pagers	\$6,000.00	\$6,000.00
2. Office supplies *	\$3,500.00	\$0.00
3. Postage/shipping *	\$500.00	\$0.00
4. Printing/reproductions *	\$5,000.00	\$0.00
5. Maps and books *	\$2,500.00	\$0.00
6. Dues/subscriptions	\$300.00	\$300.00
7. Computer maintenance	\$10,720.00	\$10,720.00
8. Network aircard expense	\$3,850.00	\$3,850.00
9. Vehicle maintenance (2)	\$3,520.00	\$3,520.00
10. Vehicle fuel (2)	\$4,500.00	\$4,500.00
11. Vehicle liability (2)	\$720.00	\$720.00
SUBTOTAL	\$41,110.00	\$29,610.00
Equipment		
1. Equipment & materials for EOC/JIC and other OEM support activities *	\$10,000.00	\$7,888.40
SUBTOTAL	\$10,000.00	\$7,888.40
Training		
1. Education materials for EM & ICS Trng *	\$3,000.00	\$0.00
SUBTOTAL	\$3,000.00	\$0.00
TOTAL	\$405,109.59	\$359,183.44
REIMBURSEMENT TO CITY @ 50%		\$179,591.72

DEM Form 98-2, EMPG, May 2004

* EOM expenses not charged or only partially charged to grant

REVISED

Federal Emergency Management Agency Emergency Management Performance Grant Staffing Pattern			Fiscal Year 2007		OMB NO 3067-0090
Name of Organization: City of Las Vegas Office of Emergency Management			State: NEVADA		Date Oct. 10, 2006
(1) Personnel Name and title	(2) FEMA Funding Program	(3) Total Annual Salary Including Benefits	(4) % Emergency Mgt	(5) Total Emergency Mgt Salary (3) x (4)	(6) Remarks
Tim McAndrew, Emerg. Manager	EMPG	\$145,452.58	100%	\$134,263.92	10% not charged to grant TOTAL
Rick Diebold, Bus. Specialist-II	EMPG	\$102,692.98	100%	\$94,793.52	
Jo O'Rourke, Off. Specialist-II	EMPG	\$78,679.90	100%	\$72,627.60	
Patty Braganza, Grants Analyst	EMPG	\$120,263.78	10%	<u>\$0.00</u>	
				\$301,685.04	
NOTE: Column (5) is calculated at 24 payroll periods out of 26 payroll periods for the grant period.					

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-133, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of federal funds for this federally-assisted project. Also the applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.
3. It will comply with provisions of federal law which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the federal/state grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a)

consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the federal/state grantor agency of the existence of any such properties and by (b) complying with all requirements established by the federal/state grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its sub-grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

NAME: Tim McAndrew TITLE: Emerg. manager

SIGNATURE: [Signature] DATE: 3/6/07

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate.

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

APPROVED AS TO FORM

Thomas R. Green 3/7/07
Thomas R. Green Date
Deputy City Attorney

FEDERAL CERTIFICATIONS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when determination is made to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME: Tim McAndrew TITLE: Emerg. manager

SIGNATURE: [Signature] DATE: 3/6/07

*** Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate**

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

APPROVED AS TO FORM

Thomas R. Green 3/7/07
Thomas R. Green Date
Deputy City Attorney

DIVISION OF EMERGENCY MANAGEMENT FINANCIAL ASSURANCES

The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

1. A quarterly financial report shall be submitted to the Division of Emergency Management (DEM) no later than 30 days following the close of each quarter of the grant period. Late reports, unless approved by DEM, could delay reimbursement.
2. The final Financial Report must be submitted to DEM no later than 60 days following the end of the grant period. Late reports, unless approved by DEM, could result in non-payment of the final claim.
3. Grantee/Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case by case basis, requests to transfer funds between budget categories, or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. Requests must be made on the Project Change Request form.
4. Grant revenue and expenditure records must be maintained and made available to the DEM for audit.
5. DEM retains the right to terminate this grant, for cause, at any time before completion of the grant period when it has determined that the grantee/subgrantee has failed to comply with the conditions of this agreement.
6. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
7. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87, or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
8. Grantee/subgrantee shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
9. Required documentation for the performance of internal audits must be provided upon DEM request within 30 days. Grant closeout is contingent upon DEM audit and resolution of any discrepancies.
10. NIMS compliance see attached appendix A

NAME: Tim McAndrew TITLE: Emerg. manager

SIGNATURE: [Signature] DATE: 3/6/07

** Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate.*

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

APPROVED AS TO FORM

[Signature] 3/7/07
Thomas R. Green Date
Deputy City Attorney

DIVISION OF EMERGENCY MANAGEMENT PROGRAM ASSURANCES

The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

1. A quarterly program report shall be submitted to the Division of Emergency Management (DEM) no later than 30 days following the close of each quarter of the grant period. Late reports, unless approved by DEM, could delay reimbursement.
2. The final Program Report must be submitted to DEM no later than 60 days following the end of the grant period. Late reports, unless approved by DEM, could result in non-payment of final claim.
3. DEM retains the right to terminate this grant, for cause, at any time before completion of the grant period when it has determined that the grantee has failed to comply with the conditions of this agreement.
4. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the grantee/sub-grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
5. If this grant funds any form of written or visual material that identifies employees of DEM, prior approval must be obtained from the DEM before publishing or finalization.
6. The grantee/sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without prior approval of the DEM.
7. Grantee/sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by grantee/sub-grantee or its agents or employees.
8. All training funded by DHS grants must be pre-approved by the State DEM Training Officer. All equipment purchased with DHS grant funding must be on the approved DHS authorized equipment list.

NAME: Tim McAndrew TITLE: Emerg. manager

SIGNATURE: [Signature] DATE: 3/6/07

** Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate.*

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

APPROVED AS TO FORM
Thomas R. Green 3/7/07
Thomas R. Green Date
Deputy City Attorney

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

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right-of-Entry previously on record and continue to allow Nevada Power Company access to the site for electrical systems needs at 1020 Hinson Street commonly known as Fire Station 5, APN 139-31-801-016 - Ward 1 (Tarkanian)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This Grant of Easement cancels and supersedes the Right-of-Entry previously on record and will continue to allow Nevada Power Company access to the site for electrical facilities needs.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Grant of Easement
2. Right-of-Entry

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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)

APN: 139-31-801-016

When recorded mail to:
Land Services MS 9
Nevada Power Company
P.O. Box 98910
Las Vegas, NV 89151-0001

GRANT OF EASEMENT

I(WE) **THE CITY OF LAS VEGAS, a municipal corporation**, for One Dollar and other valuable consideration, do hereby grant and convey to **NEVADA POWER COMPANY** its successors and assigns, the right to construct, to operate, to add to, to maintain, and to finally remove underground electric system(s), consisting of duct lines, manholes, vaults, wires, cables, transformer installation above or below ground surface, service boxes, and other fixtures and apparatus, or any thereof, for the transmission and distribution of electricity and/or communications cable upon, over, under, and across the parcel(s) hereinafter described and the right of ingress and egress to and over the said parcel(s); together with the right to clear and keep cleared any obstruction from the surface or subsurface as may be deemed necessary to insure the safe and proper operation of said electric system(s).

The above referred to parcel of land in the County of Clark, State of Nevada, is that portion of Lot One (1) in map filed in Book 105 of Parcel Maps, Page 24 in the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 31, Township 20 South, Range 61 East, M.D.B.&M., more particularly described as follows:

SEE ATTACHED EXHIBIT "A" (6 PAGES)

RW# 1017-06rbt/mm WO# 172001 (Firestation #5)
Reference Document: 108:89555

The Grantor(s) retain(s) the right to fence, plant, pave, maintain, alter or otherwise improve and to so use said parcel(s) for its own purposes so long as such use is consistent with the National Electric Safety Code and standard electrical practices and does not interfere with the rights herein granted. Property owner shall not permit the construction or placement of any structures within easement area, including, but not limited to, parking canopies, storage buildings and covered facilities without the written consent of Nevada Power Company.

THIS GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK 20031204 AS DOCUMENT NO. 01567 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA, AS TO SAID LOT ONE (1)

WITNESS my (our) hand(s) this _____ day of _____, 20____.

APN: 139-31-801-016

CITY OF LAS VEGAS

BY: OSCAR B. GOODMAN
TITLE: MAYOR

APPROVED AS TO FORM

Thomas R. Green 2/27/07
DEPUTY CITY ATTORNEY
Thomas R. Green

ATTEST:

BEVERLY K. BRIDGES, CMC
ACTING CITY CLERK

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20____, before me,
_____, a Notary Public, personally appeared
_____, personally
known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) who executed the within instrument as _____
_____ on behalf of _____
the corporation, partnership, limited liability company therein named,
and acknowledged to me that the corporation, partnership, limited liability
company executed it.

Notary Public

Notary Seal:

RATIFIED AND CONFIRMED

JAMES R. SAAVEDRA
MANAGER OF LAND SERVICES

RW 1017-06rbt WO# 172001 (Firestation #5)

EXHIBIT A

Part of APN 139-31-801-016

NPC PID # 172001 known as Fire Station #5

Easements located north of Charleston Boulevard and west of Hinson Street in the City of Las Vegas, Clark County, Nevada as described below and as shown on "Exhibit "A" to Accompany Description" attached hereto and made a part hereof.

AN EASEMENT, 10 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED AS CENTERLINE:

CENTERLINE NO. 1

Part of Lot 1 of that certain Parcel Map recorded in File 105, Page 24 of Parcel Maps in the Office of the Clark County Recorder, being part of the Southeast quarter (SE 1/4) of Section 31, T20S-R61E M.D.M., City of Las Vegas, Clark County, Nevada; more particularly described as:

Commencing at the South ¼ corner of said Section 31, thence North 00° 45' 13" West, 332.84 feet; thence North 89° 14' 47" East, 210.00 feet; thence North 00° 45' 13" West, 35.00 feet to a point located on the west line of said Lot 1, said point being the POINT OF BEGINNING;

Thence from said Point of Beginning, South 89° 46' 33" East, parallel with and 5.00 feet north of the south line of said Lot 1, a distance of 189.03 feet;

Thence North 63° 15' 06" East, 16.77 feet;

Thence North 78° 23' 58" East, 23.90 feet to a point 5.00 feet west of the west line of Hinson Street, so-called;

Thence North 01° 07' 44" East, parallel with said west line, 121.04 feet to the beginning of a curve, concave to the southeast having a radius of 165.00 feet;

Thence along the arc of said curve, concentric with Hinson Street, through a central angle of 42° 46' 52" an arc length of 123.20 feet to the Point of Ending.

Sidelines of said easement are to be lengthened or shortened so as to form vertices at all angle points; shall begin at the west line of said Lot 1 and end at a radial bearing measured from the Point of Ending.

Contains 4739 square feet, more-or-less, as determined by computer methods.

TOGETHER WITH:

AN EASEMENT KNOWN AS "PARCEL A" DESCRIBED AS FOLLOWS:

PARCEL A

Part of Lot 1 of that certain Parcel Map recorded in File 105, Page 24 of Parcel Maps in the Office of the Clark County Recorder, being part of the Southeast quarter (SE 1/4) of Section 31, T20S-R61E, M.D.M., City of Las Vegas, Clark County, Nevada; more particularly described as:

Commencing at the South ¼ corner of said Section 31, thence North 00° 45' 13" West, 332.84 feet; thence North 89° 14' 47" East, 210.00 feet; thence North 00° 45' 13" West, 40.00 feet; thence South 89° 46' 33" East, 66.00 feet to the POINT OF BEGINNING.

Thence from said Point of Beginning, North 00° 13' 27" East, 7.80 feet;

Thence, at right angles, South 89° 46' 33" East, 4.32 feet to a point hereinafter referred to as Point "A";

Thence continuing South 89° 46' 33" East, 7.93 feet;

Thence South 00° 13' 27" West, 7.80 feet;

Thence North 89° 46' 33" West, 12.25 feet to the Point of Beginning.

Contains 96 square feet, more-or-less, as determined by computer methods.

ALSO TOGETHER WITH:

AN EASEMENT, 10 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

CENTERLINE NO. 2

Part of Lot 1 of that certain Parcel Map recorded in File 105, Page 24 of Parcel Maps in the Office of the Clark County Recorder, being part of the Southeast quarter (SE 1/4) of Section 31, T20S-R61E, M.D.M., City of Las Vegas, Clark County, Nevada; more particularly described as:

Beginning at aforementioned Point "A";

Thence from said Point of Beginning, North 04° 09' 29" East, 33.99 feet;

Thence North 00° 37' 01" East, 187.57 feet;

Thence North 84° 46' 53" East, 21.95 feet to the Point of Ending.

Sidelines of said easement are to be lengthened or shortened so as to form vertices at all angle points; shall begin at the north line and its westerly prolongation of Parcel A described herein and end at right angles to the centerline as measured at the Point of Ending.

Contains 2435 square feet, more-or-less, as determined by computer methods.

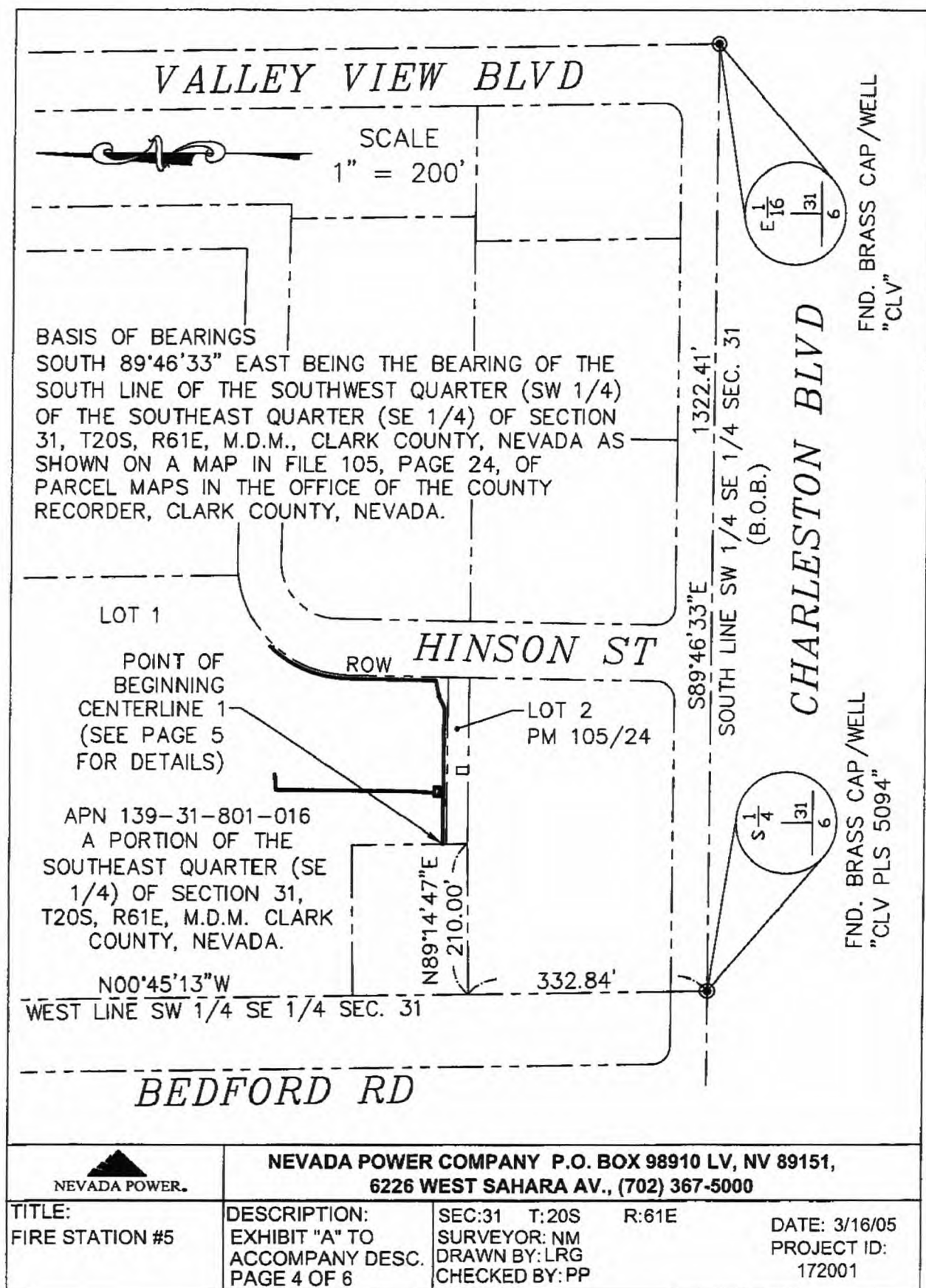
END OF DESCRIPTIONS

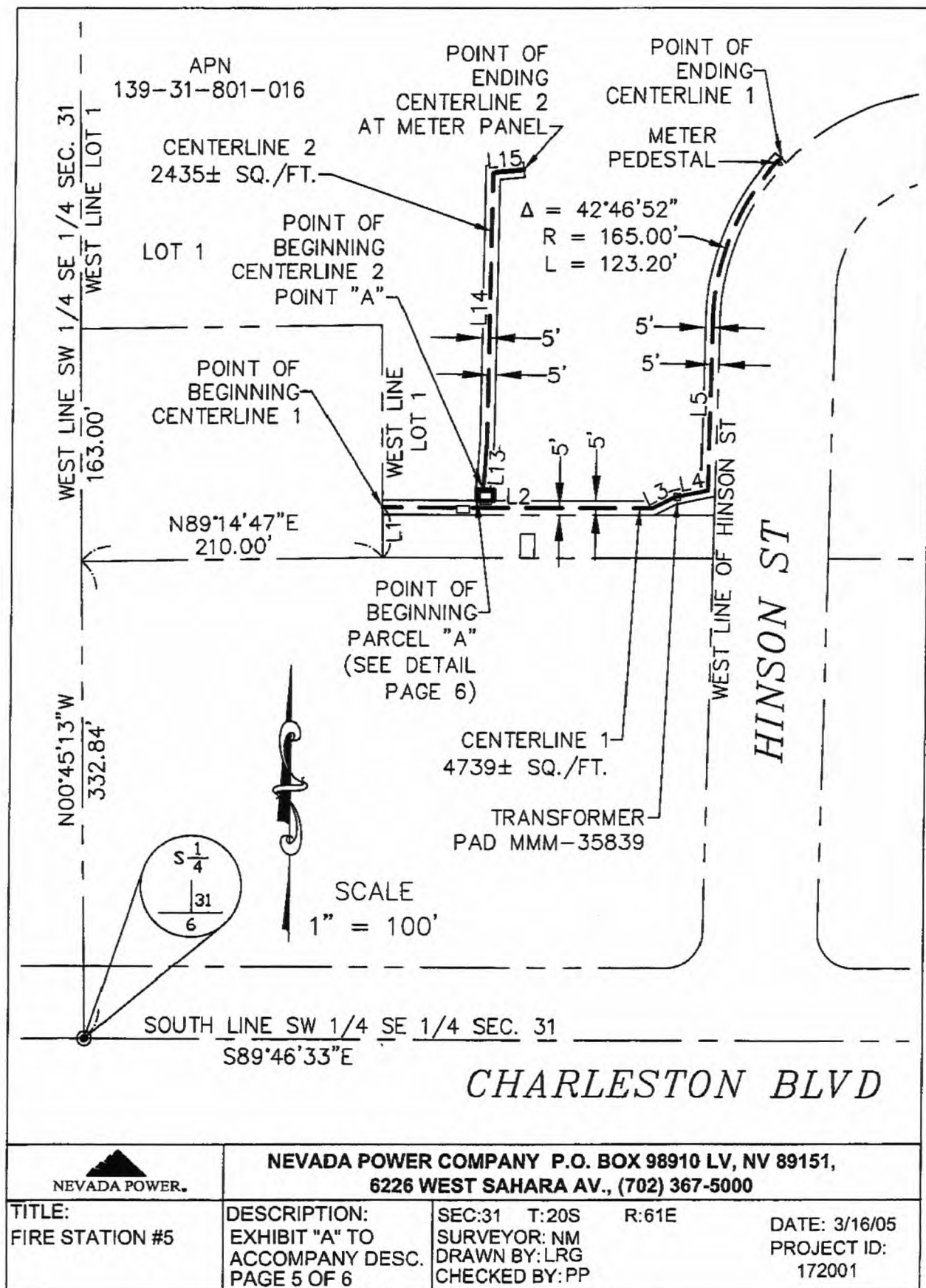
Basis of Bearings:

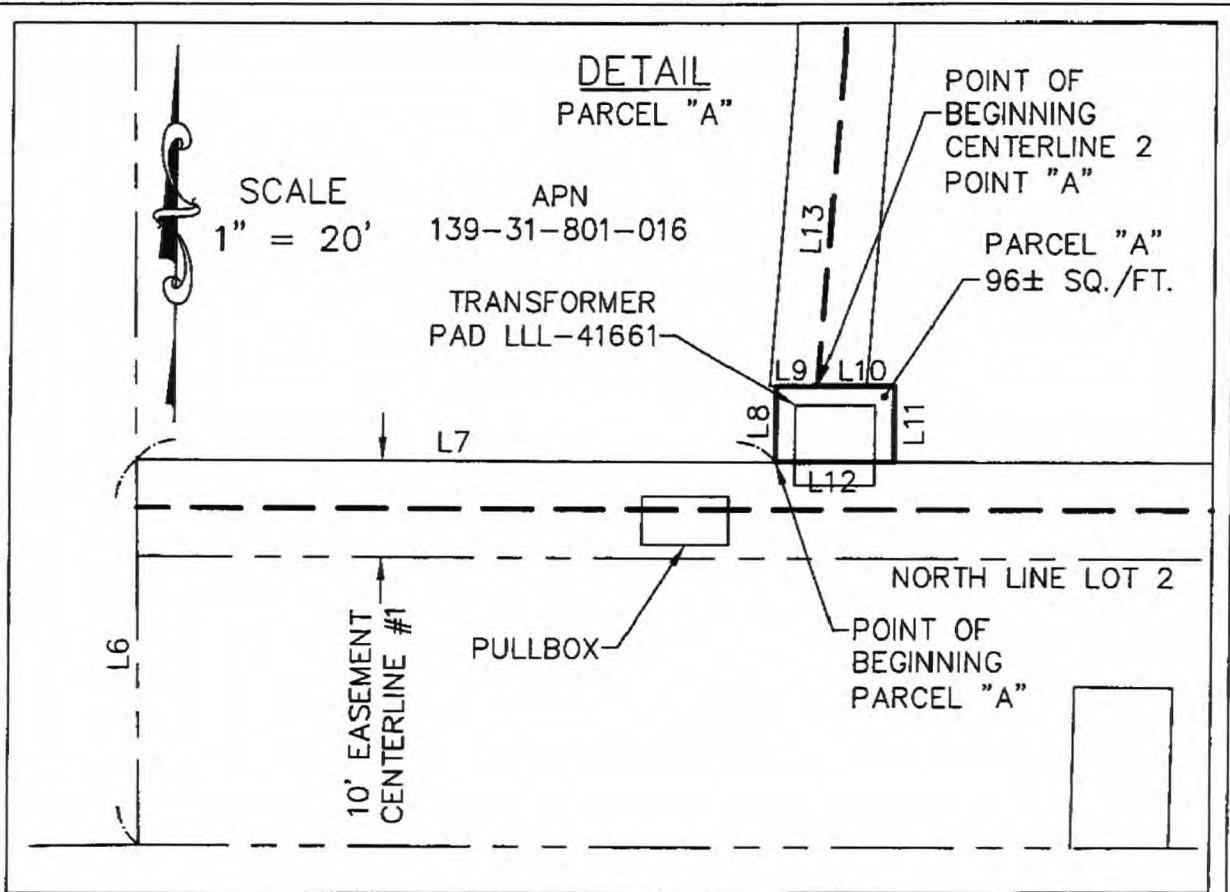
South 89° 46' 33" East, being the bearing of the South line of the Southwest quarter of the Southeast quarter of Section 31, T20S-R61E M.D.M., Clark County, Nevada as shown on a map in File 105, Page 24, of Parcel Maps in the Office of the County Recorder, Clark County, Nevada.

I, Paul E. Pangus, a Professional Land Surveyor licensed in the State of Nevada, as agent for Nevada Power Company, certify that the description(s) hereon were prepared by me, are provided as a convenience and is not intended for the purpose of subdividing land not in conformance with Nevada Revised Statutes.

Paul E. Pangus, Professional Land Surveyor
State of Nevada No. 6261
For and at the Instance of
Nevada Power Company
6226 West Sahara Avenue
Las Vegas, Nevada 89146







LINE TABLE

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	35.00'	N00°45'13"W	L9	4.32'	S89°46'33"E
L2	189.03'	S89°46'33"E	L10	7.93'	S89°46'33"E
L3	16.77'	N63°15'06"E	L11	7.80'	S00°13'27"W
L4	23.90'	N78°23'58"E	L12	12.25'	N89°46'33"W
L5	121.04'	N01°07'44"E	L13	33.99'	N04°09'29"E
L6	40.00'	N00°45'13"W	L14	187.57'	N00°37'01"E
L7	66.00'	S89°46'33"E	L15	21.95'	N84°46'53"E
L8	7.80'	N00°13'27"E			

		NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151, 6226 WEST SAHARA AV., (702) 367-5000			
TITLE: FIRE STATION #5	DESCRIPTION: EXHIBIT "A" TO ACCOMPANY DESC. PAGE 6 OF 6	SEC:31 T:20S R:61E SURVEYOR: NM DRAWN BY: LRG CHECKED BY: PP		DATE: 3/16/05 PROJECT ID: 172001	

20031204
.01567

RECORDED AT THE REQUEST OF:

NEVADA POWER COMPANY

12-04-2003 13:25 ST)

OFFICIAL RECORDS

BOOK/INSTR: 20031204-01567

PAGE COUNT:

FEE: 16.00
RPTT: .00

APN# 139-31-801-016

139-31-801-017

(3)

Recording requested by:

NEVADA POWER

Return to:

Name WHEN RECORDED MAIL TO

LAND SECTION — MS09

Address NEVADA POWER COMPANY

P.O. BOX 98910

City/State/Zip LAS VEGAS, NV 89151-0001

RIGHT OF ENTRY
(Title on Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2
(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

COPY

20031204
01567

APN: 139-31-801-016
139-31-801-017

RIGHT OF ENTRY

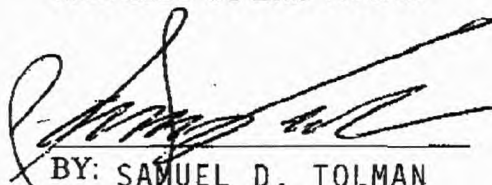
I (We) **THE CITY OF LAS VEGAS, a municipal corporation**, for and in consideration of One Dollar (\$1.00) receipt of which is hereby acknowledged, do hereby grant and convey to **NEVADA POWER COMPANY**, its successors and/or assigns and/or their agents and/or contractors the right to enter in and upon said grantor's land described as **Lots 1 and 2 per File 105 of Parcel Maps, Page 24, located in the Southeast Quarter (SE1/4) of Section 31, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada**, for the purpose of constructing, installing, energizing and maintaining electrical facilities over, under, across and upon those portions of said premises, as delineated and drawn on Nevada Power Company Work Request Number: **172001 ROE: 418-03km** Job Name: **Fire Station #5**

NEVADA POWER COMPANY will pay for damages, if any, sustained to the above described property as a result of the negligence of **NEVADA POWER COMPANY** and/or their agents and/or contractors related to the above described Work Request.

Upon completion of the project, as delineated and drawn on said Work Request Number, and constructed pursuant to this Right-of-Entry, the grantor, its successors and/or assigns hereby agree to sign and execute Nevada Power Company's standard form **GRANT OF EASEMENT** describing the permanent easement area to be retained over said premises.

WITNESS my ~~(our)~~ hand~~(s)~~ this 23rd day of October, 2003.

THE CITY OF LAS VEGAS



BY: **SAMUEL D. TOLMAN**
TITLE: **ARCHITECTURAL
PROJECT MANAGER**

BY: _____
TITLE: _____

20031204
01567

STATE OF NEVADA)

COUNTY OF CLARK)

On this 23rd day of October, 2003, before me, a Notary Public, personally appeared SAMUEL D. TOLMAN, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) who executed the within instrument as Project Manager on behalf of the City of Las Vegas, and acknowledged to me that the City of Las Vegas executed it.

Carol S. Sullivan
Notary Public



Notary Statement and/or Seal

ROE (B-2001 version)
Revised ROE 01/22/01

WR# 172001 ROE: 418-03km Job Name: Fire Station #5

When recorded mail to:
Land Services MS 9
Nevada Power Company
P.O. Box 98910
Las Vegas, NV89151-0001

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

DEPARTMENT: FIELD OPERATIONS
DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a License Agreement between the City of Las Vegas and Omnipoint Communications, Inc., a subsidiary of T-Mobile USA, Inc., for a co-location on an existing wireless communications system located at 15 South Rampart Boulevard, commonly known as the Angel Park Golf Course (\$483,552 revenue for duration of contract) - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

The existing monopine at this location was constructed and designed by Cingular Wireless with the purpose of accommodating future collocations. T-Mobile will add twelve antennas to the trunk of the existing pole and will construct an equipment shelter and security fencing. T-Mobile shall pay the City a one-time administrative fee of \$1,000 and the yearly rent will start at \$18,000. The initial term is for five years with three, five-year options.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

License Agreement/Cell Tower

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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)

LICENSE AGREEMENT/CELL TOWER

ANGEL PARK

This License Agreement (hereinafter "Agreement") is made this 23rd day of MARCH, 2006, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "CLV") and Omnipoint Communications, Inc. a Delaware corporation, a subsidiary of T-Mobile USA, Inc. (hereinafter "T-Mobile").

WITNESSETH:

WHEREAS, CLV has identified public land where Wireless Communications System facilities can be located which will not interfere with the existing public use of said land; and

WHEREAS, T-Mobile is in need of Wireless Communications System facilities, including, but not limited to collocate on an existing Cingular Wireless monopine with twelve (12) antennas, equipment shelter, and security fencing at the same location; and

WHEREAS, the public land is located within the boundaries of 15 South Rampart Boulevard, Las Vegas, NV, generally located in the vicinity of Rampart Boulevard and Alta Drive; and

WHEREAS, the facilities proposed to be constructed by T-Mobile will allow business and residential subscribers to access and/or make telephone calls to each other using wireless communications devices; and

WHEREAS, CLV has determined that entering into an Agreement at the aforementioned location, permitting T-Mobile to construct the above-referenced Wireless Communications System facilities thereon for its own use as well as use by Sublessees, under terms and conditions that will not interfere with the public's existing use of said land, will benefit the public.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES:

The parties to this Agreement are the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "CLV"), and Omnipoint Communications, Inc. a Delaware corporation, a subsidiary of T-Mobile USA, Inc. (hereinafter "T-Mobile").

2. DEFINITIONS:

As used in this Agreement the following terms, when capitalized, have the meaning indicated:

- 2.1 "Backhaul Network" means the physical network that connects cells to a central switching point or the Public Switch Telephone Network ("PSTN").
- 2.2 "Cell Site" means the location of a transmitter/receiver and Backhaul Network interface, which provides telephone or telecommunications type service to subscribers. The locations include whole mounted receiver/transmitter units, receiver/transmitter units located on new or existing antenna structures, receiver/transmitter units located in buildings and on rooftops.
- 2.3 "FCC" means the Federal Communications Commission or its legally appointed successor.
- 2.4 "Hazardous Materials" means any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous water," or "restricted hazardous waste" under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901 et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes,

ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

2.5 “Manager” means the City Manager or his or her designee.

2.6 “Wireless Communications System” means any system which uses a form of cellular telephone or other form of wireless communication which allows business and residential subscribers to access and/or make telephone calls for voice or data through the Wireless Communications System or over the Public Switched Telephone Network (“PSTN”) using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES:

3.1 CLV hereby grants a license to T-Mobile to enter the property consisting of approximately 400 square feet located at 15 South Rampart Boulevard, Las Vegas, NV, (hereinafter “Premises”). A description of the Premises, as depicted on the Site Map, is attached hereto and incorporated herein as Exhibit “A”. The Premises are licensed for the express purpose of T-Mobile constructing, operating, and maintaining a Wireless Communications System facility in accordance with the terms and conditions set forth herein. This Agreement shall not be deemed to transfer any real property interest. All facility plans must be approved by the City and meet all applicable building codes and requirements, as provided for in Section 8.1. Construction may include, but not be limited to, collocate on an existing Cingular Wireless monopine with twelve (12) antennas at a 62’ centerline, equipment shelter, and security fencing. T-Mobile shall contact the City’s Real Estate and Utilities Section, Superintendent, at (702) 229-1021 ten (10) days prior to commencement of construction. T-Mobile shall exercise all due caution and make all repairs the same day as the damage occurs for any construction disruption.

4. TERM:

- 4.1 The initial term of this Agreement is five (5) years. The term will begin on the first day of the month following 90 days after the date of the execution of this Agreement by CLV (hereinafter "Commencement Date") and terminate five (5) years thereafter (hereinafter "Termination Date").
- 4.2 Additionally, T-Mobile shall have the right to renew this Agreement for three (3) additional terms of five (5) years. This Agreement shall automatically be extended for each successive renewal term, unless T-Mobile notifies CLV in writing of its intention not to renew at least ninety (90) calendar days prior to the end of the term then existing.

5. RENTAL PAYMENT:

- 5.1 The total rental payment for the First year of the term of this Agreement shall be One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payment not paid by the fifteenth (15th) of the month shall be considered late and the CLV may charge a late fee equal to one and one-half percent (1.5%) of the amount due after ten (10) days written notice to T-Mobile.
- 5.2 Beginning with the Second year of the Agreement Term and every year thereafter, including during any renewal terms, the then-current monthly rental fee shall be adjusted by multiplying the immediately preceding term, for which the rent has remained constant, by three percent (3%).
- 5.3 The "Rental Fees" schedule, attached hereto as Exhibit "B" of this Agreement, will detail the rent for the original term and each subsequent renewal term.
- 5.4 As additional consideration of this Agreement, T-Mobile shall prepay to CLV a one-time administrative payment in the amount of One Thousand and No/100 Dollars (\$1,000.00).

6. INGRESS, EGRESS AND UTILITY RIGHT-OF-ENTRY:

6.1 CLV hereby grants to T-Mobile a Right-of-Entry for ingress, egress, and utilities over properties of CLV adjacent to the Premises for construction and maintenance of the structures on the Premises, for the installation, construction, and maintenance of underground and above ground telephone, telegraph, and power lines in connection with its use of the Premises and for access to the Premises from a public road. The term of this Right-of-Entry shall commence upon the Commencement Date of this Agreement and shall continue until the last to occur of (i) expiration of the Agreement Term, or (ii) removal by T-Mobile of all of its property from the Premises, not to exceed thirty (30) calendar days, after expiration of the Agreement Term. The location of the utility ingress and egress shall be agreed upon by the parties not later than ninety (90) calendar days after the date of execution of this Agreement and shall be included in any recorded Memorandum of this Agreement. T-Mobile, T-Mobile's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to CLV twenty-four (24) hours a day, seven (7) days a week, at no charge. In addition, at T-Mobile's request and expense, this Right-of-Entry shall be set forth in a separate Agreement which CLV and T-Mobile agree to execute and be binding upon all subsequent owners, successors and assigns.

6.2 T-Mobile shall exercise all due caution and make every effort to have all repairs completed the same day construction damage occurs to CLV property by T-Mobile's employees, agents or subcontractor.

7. TITLE AND QUIET POSSESSION:

7.1 CLV represents and covenants that CLV owns the Premises and property subject to the Right of Entry in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title insurance which T-Mobile may obtain. As a condition to T-Mobile's obligation

hereunder CLV will, within ten (10) business days of the date of execution of this Agreement, execute and obtain from the holder of any lien an Attornment and Nondisturbance Agreement or a Subordination Agreement in form acceptable to T-Mobile.

7.2 CLV represents and warrants to T-Mobile that CLV has the full right to make this Agreement and that T-Mobile shall have quiet and peaceful possession of the Premises and Right-of-Entry throughout the Agreement Term.

8. USE OF THE PREMISES, PERMITS, AND LIENS:

8.1 T-Mobile shall use the Premises for the purpose of constructing, maintaining, and operating a Wireless Communications System. T-Mobile shall have the right to collocate on an existing Cingular Wireless monopine with twelve (12) antennas and foundation, equipment shelter, and security fencing, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C", which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. CLV shall give such approval or provide its request for changes within ten (10) business days of CLV's receipt of T-Mobile's plans. If CLV does not provide such approval or request for changes within such ten (10) business day period, CLV shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. The equipment installed in the existing maintenance building shall belong to T-Mobile and be considered its personal property and not fixtures. Construction may include, but not be limited to, installation of antennas on Cingular Wireless' existing monopine, equipment shelter, and security fencing.

- 8.2 T-Mobile shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the Premises by T-Mobile shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of CLV, or radio frequencies utilized by the aviation industry. CLV shall have the right to engage independent testing companies to perform reasonable and appropriate testing to determine if the operation of the facilities and equipment by T-Mobile cause any unreasonable interference with any pre-existing telecommunications operations by CLV after T-Mobile has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). If interference is caused by T-Mobile, T-Mobile shall reimburse CLV the reasonable cost of the testing. CLV and its agents shall have the right during the term of the Agreement to examine T-Mobile's transmitter equipment and facilities in order to detect any potential interference with CLV's pre-existing telecommunication uses, provided that T-Mobile's representative is present during such examinations.
- 8.3 In the event CLV determines that T-Mobile has caused interference in violation of this Agreement, T-Mobile shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits CLV's operations at the Premises, and T-Mobile does not correct or commence to correct such interference within twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) calendar days, or if there are intermediate levels of interference and T-Mobile does not correct or commence to correct such interference within thirty (30) calendar days, T-Mobile shall discontinue operating such equipment, on CLV's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. CLV agrees that CLV and/or any other future tenants of the

Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that is of the type and frequency, which will not cause interference to T-Mobile. CLV shall take prompt action to terminate any interference with T-Mobile's communications operations that CLV has the right to terminate, and shall cooperate with T-Mobile to obtain the termination of any interference with T-Mobile's communications operations that is beyond the control of CLV. The parties acknowledge that continuing interference will cause irreparable injury to T-Mobile, and therefore T-Mobile shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action against the interfering party to enjoin such interference or to terminate this Agreement upon notice to CLV.

- 8.4 T-Mobile shall hold CLV harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Agreement.
- 8.5 It is understood and agreed that T-Mobile's ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of T-Mobile's applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that T-Mobile is unable to use the Premises for its intended purpose, T-Mobile shall have the right to terminate this Agreement at its sole discretion on thirty (30) calendar days written notice to CLV. Such termination shall cause forfeiture of the sums theretofore paid by T-Mobile and of the Agreement granted hereunder. Notice from T-Mobile shall be given in accordance with the regular notice procedures as hereinafter set forth.
- 8.6 T-Mobile shall construct, operate, and maintain such facilities and equipment on the Premises in a manner that will be reasonable and necessary to provide wireless phone coverage for T-Mobile's customers operating near the Premises.

9. GOVERNMENTAL APPROVALS AND COMPLIANCE:

9.1 During the Term of this Agreement, T-Mobile shall comply with all applicable laws affecting the Premises. T-Mobile shall not commit or suffer to be committed any waste on the Premises or any nuisance. T-Mobile shall obtain any necessary governmental licenses or authorizations required for the construction and use of the structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to CLV as same are issued.

10. ASSIGNMENT AND SUBLEASING:

10.1 T-Mobile may not sublet space on its telecommunications tower located within the Premises without CLV's consent, provided that every Sublessee of T-Mobile shall enter into a separate Agreement with CLV for ground space on CLV's property. The making of any such Agreement shall not release T-Mobile from any of T-Mobile's obligations hereunder. T-Mobile shall not be permitted to sublet any land area or property within the leased Premises without the prior written consent of CLV. T-Mobile shall not assign or transfer this Agreement, or any interest herein, except to affiliate companies or to any company acquiring all or substantially all of T-Mobile's assets, in the geographic market area in which the leased Premises are located (i.e. the Las Vegas Metropolitan Area), without the prior written consent of CLV, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Upon assignment by either T-Mobile or CLV, such party shall be relieved of all future performance, liabilities, and obligations under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, T-Mobile may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to

whom T-Mobile (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11. NOTICES:

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO CLV: City of Las Vegas
Attn: Superintendent
Facilities Management/Real Estate & Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

WITH A COPY TO: City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

TO T-MOBILE: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: PCS Lease Administrator
Re: T-Mobile Cell Site#VG08372A

WITH A COPY TO: Attn: Legal Department

AND WITH A COPY TO Omnipoint Communications, Inc. a subsidiary of T-Mobile
USA, Inc.
10180 Telesis Court, Suite 333
San Diego, California 92121
Attn: PCS Lease Administrator
Re: T-Mobile Cell Site#VG08372A

WITH A COPY TO: Attn: Legal Department

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

12. OPERATING EXPENSE:

12.1 T-Mobile shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by T-Mobile throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with T-Mobile's use, operation, and maintenance of the Premises and all activities conducted thereon.

13. TAXES:

13.1 T-Mobile shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, T-Mobile's antenna and related facilities.

14. INSURANCE:

14.1 At the time of execution of this Agreement by T-Mobile, T-Mobile shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the rights and obligations hereunder by T-Mobile, its agents, representatives, employees or subcontractors. The minimum insurance requirements that T-Mobile must comply with to fulfill this obligation to procure and maintain insurance for this Agreement is attached hereto as Exhibit "D" labeled "Insurance Requirements". The reference in Exhibit "D" to Contractor shall be deemed to refer to T-Mobile and the reference to CLV's Contract Administrator shall be deemed to refer to Manager.

15. MAINTENANCE:

15.1 T-Mobile shall maintain the Premises in good condition and state of repair in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. CLV shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with T-Mobile's use of the Premises and Right-of-Entry.

16. HOLD HARMLESS:

16.1 T-Mobile shall defend, indemnify and hold CLV and CLV's manager of the golf course located on the public land on which the Premises is located harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Premises at T-Mobile's invitation, or for damages to any person or property resulting from the physical structure or actions of T-Mobile (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by T-Mobile shall be so installed, kept, stored or maintained at the risk of T-Mobile. Subject to the limits of liability set forth in NRS 41.035, CLV and CLV's manager of the golf course shall indemnify and hold T-Mobile harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of CLV or CLV's manager of the golf course, agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. CLV and CLV's manager of the golf course shall not be responsible for any loss or damage to equipment owned by T-Mobile, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither CLV, CLV's manager of the golf course nor T-Mobile shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature,

regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

16.2 T-Mobile will be solely responsible for and will defend, indemnify, and hold CLV, CLV's manager of the golf course located on the public land on which the Premises is located, agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to T-Mobile's use or generation of Hazardous Materials.

16.3 CLV will be solely responsible for and will defend, indemnify, and hold T-Mobile, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises with respect to Hazardous Materials used or generated by CLV.

17. HAZARDOUS MATERIALS.

17.1 CLV represents and warrants, to the best of CLV's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively a "Breach") and that such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, and (5) CLV shall not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on,

under, about, or within the Premises in violation of any law or regulation or causes a significant effect on public health, CLV shall promptly take any and all remedial and removal action as required by law to clean up the Premises, mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.

17.2 CLV represents and warrants to T-Mobile that CLV has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

17.3 The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of T-Mobile and its subsequent transferees, successors, and assigns and shall survive the term of this Agreement and any renewal periods thereof.

18. T-MOBILE'S PERFORMANCE AND SURRENDER:

18.1 T-Mobile shall pay the Rent and all other sums required to be paid by T-Mobile hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Agreement, surrender to CLV the Premises subject to the other provisions of this Agreement.

18.2 Upon termination of this Agreement, T-Mobile shall, to the extent reasonable, restore the Premises to its original condition at the commencement of this Agreement, including but not limited to, foundations up to the water level, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which T-Mobile had no control or buildings built specifically for use by the City that would be currently utilized.

19. TERMINATION:

19.1 This Agreement may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by T-Mobile if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction or operation of a Wireless Communications System; (c) by T-Mobile if the Premises are or become unacceptable to T-Mobile under T-Mobile's design or engineering specification or its Wireless Communications System; (d) T-Mobile determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude T-Mobile from using the Premises for its intended purpose; (e) T-Mobile does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) utilities necessary for T-Mobile's use of the Premises are not available to the Premises; or (g) the Premises are damaged or destroyed to an extent which prohibits or materially interferes with T-Mobile's use of the Premises. In the event of termination by T-Mobile pursuant to item (g), T-Mobile shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and T-Mobile's obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by CLV.

19.2 Within thirty (30) calendar days of the termination or expiration of this Agreement, T-Mobile shall remove its personal property and equipment from the Premises. In removing such personal property and equipment, T-Mobile shall not damage the Premises. If the time for removal causes T-Mobile to remain on the Premises after termination of this Agreement, T-Mobile shall pay

a fee at the then existing fee rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

20.1 Each of the following events shall constitute a default of this Agreement by T-Mobile:

20.1.1 If T-Mobile fails to pay Rent or other sums herein specified within ten (10) calendar days of the date such Rent or sums are due and such failure continues for a period of thirty (30) calendar days after written notice is given by CLV to T-Mobile;

20.1.2 If Rent payment is not made within fifteen (15) calendar days of due date a one and one-half percent (1.5%) penalty of the amount due will be assessed after ten (10) days written notice is given to T-Mobile.

20.2 CLV shall have the right, while any default continues by giving thirty (30) calendar days written notice to T-Mobile, to terminate this Agreement and remove or require T-Mobile to remove T-Mobile's equipment from the Premises, without prejudice to any other remedy which CLV might be entitled to herein. No portion of T-Mobile's Rent shall be refunded in the event of a termination or default under this section.

21. BINDING ON SUCCESSORS:

21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. GOVERNING LAW:

22.1 The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Nevada.

23. ENTIRE AGREEMENT:

23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written

authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

24. SURVEY AND TESTING:

24.1 T-Mobile shall have the right for ninety (90) business days from the execution of this Agreement to survey, soil test, and make any other investigations necessary to determine if the surface of the Premises is suitable for construction of Wireless Communications System facilities. If T-Mobile, within the above stated time determines that for any reason the Premises is not suitable, this Agreement, upon thirty (30) calendar days written notice given to CLV, shall become null and void; provided that at T-Mobile's sole expense the Premises shall be promptly restored to its condition prior to such testing and investigations and provided further that T-Mobile shall deliver copies of all soil tests and investigation reports to CLV.

25. OIL, GAS AND MINERAL RIGHTS:

25.1 CLV does not grant, agree to let or demise hereby, and expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under the Premises including those that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof. This Agreement is given and accepted subject to the terms and provisions of any valid oil, gas and mineral Agreement covering the Premises or any part thereof, now of record in the office of the Clark County Recorder's Office, provided, however, that any future oil, gas or mineral Agreement covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to T-Mobile under the terms of this Agreement.

26. MECHANIC'S LIENS:

26.1 T-Mobile will cause all construction to occur lien-free and in compliance with all applicable laws and ordinances and shall discharge or bond any mechanic's lien filed or recorded.

27. HEADINGS:

27.1 The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections and Subsections.

28. TIME OF ESSENCE:

28.1 Time is of the essence for CLV's and T-Mobile's obligation under this Agreement.

29. SEVERABILITY:

29.1 If any Section, Subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and each remaining Section, Subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. REAL ESTATE BROKER:

30.1 CLV represents and warrants that CLV has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any one in connection with the Agreement of the Premises or the transaction contemplated by this Agreement and CLV agrees to indemnify and hold T-Mobile harmless from and against such claims or costs, including attorneys fees, incurred as a result of the transaction contemplated by this Agreement.

31. PEACEFUL POSSESSION:

31.1 CLV covenants that T-Mobile, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Agreement, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term of the Agreement and any renewal Terms.

32. COMPLIANCE WITH LAWS:

32.1 In performing under this Agreement, T-Mobile shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely responsible for making such changes to the Premises as may be necessary in order to comply with the Americans With Disabilities Act or any other applicable laws when such changes arise by virtue of T-Mobile's use of the Premises.

32.2 Nothing in this Agreement shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to T-Mobile's use of the Premises.

33. SPECIAL PROVISIONS:

33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this license.

33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Agreement does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System.

33.3 T-Mobile shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Agreement shall be considered automatically revoked without further action by CLV if the unauthorized use is not corrected within thirty (30) calendar days after notice by CLV to abate any unauthorized use. T-Mobile shall cease use of the facilities in the Premises and

take appropriate action as authorized by CLV to remove the facilities from the Premises.

- 33.4 This Agreement does not authorize T-Mobile to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Agreement does not authorize T-Mobile to use the Premises for video transmissions. This Agreement shall not be interpreted to grant the rights of a franchise required by any City ordinance, State statute or constitutional provision or Federal law.
- 33.5 This Agreement does not authorize in any manner the telephone lines or cables that support the Backhaul portion of the Network. Placement by T-Mobile or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Agreement shall not be in any manner considered a waiver or relinquishment of any right or claim CLV may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network.
- 33.6 Should T-Mobile, at any time during the Term of this Agreement, be deprived of the use of the Premises, or any part thereof, CLV will proportionately abate the rent during this time, and T-Mobile shall have no other recourse against CLV for CLV's failure to provide T-Mobile the use of the Premises set forth herein.
- 33.7 For purposes of this Agreement, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Agreement or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If T-Mobile disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.

33.8 CLV retains the right to inspect the Premises at any time during the Agreement Term or any extensions thereof. CLV shall give T-Mobile prior notice of such inspection and T-Mobile shall have the right to accompany CLV on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

34. HOLDING OVER:

34.1 Should T-Mobile hold over after the expiration of this Agreement, such holding over shall constitute and be construed as an extension from month-to-month only, unless otherwise agreed in writing. All obligations and duties imposed by this Agreement upon CLV and T-Mobile shall remain the same during such period of occupancy. This Section shall not be construed as authorizing or condoning a holding over by T-Mobile.

35. INSOLVENCY:

35.1 In addition to any other remedies or rights of CLV hereunder, if T-Mobile shall at any time during the Term of this Agreement be or become insolvent, voluntarily or involuntarily, or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver or trustee is appointed for T-Mobile's property, or in the event T-Mobile shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this Agreement shall be terminated at the option of CLV, effective the day prior to any such action for filing. In addition, any such event shall be deemed an event of default hereunder entitling CLV to all rights and remedies herein and as provided by law.

36. WAIVER:

36.1 No covenant, term or condition of this Agreement shall be deemed to have been waived by either party hereto unless such waiver be in writing.

37. NO PARTNERSHIP:

37.1 The relationship of the parties hereto is solely that of CLV and T-Mobile, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

38. FURTHER ASSURANCE:

38.1 Each of the parties agree to do such further acts and to execute and deliver additional Agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Agreement or any other Agreement continued herein in the manner contemplated hereby.

39. INTERPRETATION:

39.1 Each party to this Agreement and its counsel will have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or in any amendments or exhibits to this Agreement.

40. RENT PAYMENT:

40.1 T-Mobile's checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to: City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue, 6th Floor, Las Vegas, Nevada 89101 or to the City's lockbox, which address is on the return envelope provided with monthly statement.

41. ADDITIONAL T-MOBILE OBLIGATIONS:

41.1 T-Mobile agrees to provide, at T-Mobile's sole cost and expense, a "Gator TH 6X4", 1 two piece Trimmer Rack, a Blower Rack, a Hedge Trimmer Rack and a Hand Tool Rack (the "Capital Improvements"). In the event that T-Mobile's expenditures on the Capital Improvements exceed the sum of Twenty Thousand and No/100ths Dollars (\$20,000.00), then any amount over said \$20,000 shall be deducted from the Additional Rent as described in Section 5.3 above.

42. DATE OF AGREEMENT:

42.1 The parties acknowledge that certain obligations of CLV and T-Mobile are to be performed within the certain specified periods of time, which are determined by reference to the date of execution of this Agreement. The parties therefore agree that whenever the term "Date of Execution of this Agreement" or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by CLV.

43. MODIFICATIONS OR AMENDMENTS:

Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Utilities Section of the City's Department of Field Operations shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Records Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

44. WAIVER OF CLV'S LIEN:

- (a) CLV waives any lien rights it may have concerning T-Mobile's Wireless Communications System facilities, which are deemed T-Mobile's personal property and not fixtures, and T-Mobile has the right to remove the same at any time without CLV's consent.
- (b) CLV acknowledges that T-Mobile has or may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of T-Mobile's Wireless Communications System facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, CLV (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

...

...

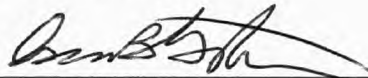
...

45. DISCLOSURE OF PRINCIPALS:

In order to satisfy Resolution R-105-99 adopted by the City of Las Vegas City Council on November 17, 1999, T-Mobile will provide a disclosure in the form attached hereto as Exhibit "E". If T-Mobile, or its principal or partners described above are required to provide disclosure under federal law, such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA), and attaches current copies of such federal disclosures to T-Mobile, shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

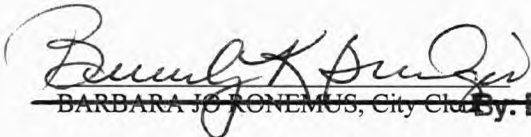
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

"CLV"
CITY OF LAS VEGAS



OSCAR B. GOODMAN, Mayor

ATTEST:



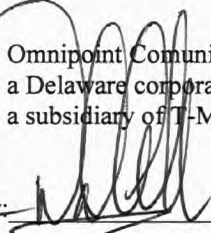
~~BARBARA JO RONEMUS, City Clerk~~

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

APPROVED AS TO FORM:

Thomas R. Green 11/16/06
Deputy City Attorney Date

Omnipoint Communications, Inc.
a Delaware corporation,
a subsidiary of T-Mobile USA, Inc.

By: 

David Gallacher
Vice President, West Region

APPROVED AS TO FORM:

Lois Duran 12/4/06
T-Mobile Legal Counsel Date
Lois Duran

ACKNOWLEDGEMENTS

Land Agreement /T-Mobile Angel Park Cell Tower (VG08186C)

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2006, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BARBARA JO RONEMUS, City Clerk, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

*See
Below*

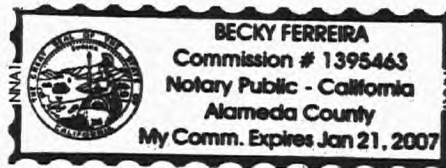
NOTARY PUBLIC, in and for said
County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On this 11th day of December, 2006, personally appeared before me, a Notary Public in and for said County and State, DAVID GALLACHER known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Becky Ferreira

NOTARY PUBLIC, in and for said
County and State

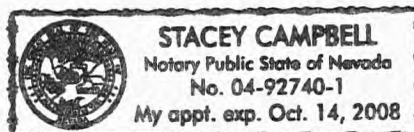


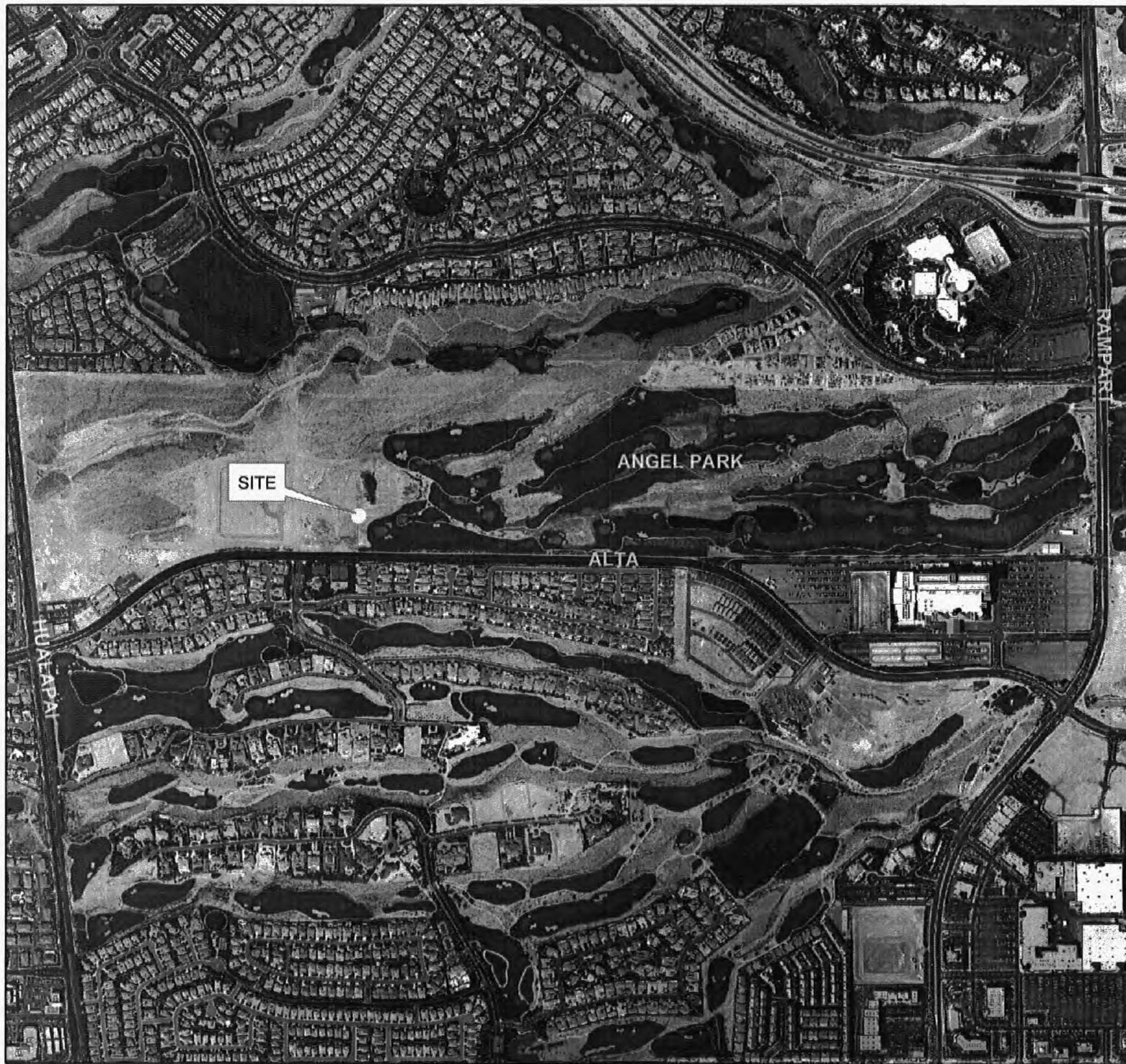
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 23rd day of March, 2008, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BEVERLY K. BRIDGES, Acting City Clerk, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Stacey Campbell

NOTARY PUBLIC, in and for said
County and State





Site Map

Facilities Management
Real Estate & Utilities



10/30/06

EXHIBIT "B"

RENTAL FEES

**MONTHLY/YEARLY
RENTAL PAYMENT CALCULATIONS**

INITIAL 5-YEAR TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,500.00	\$18,000.00
2nd YEAR	\$1,545.00	\$18,540.00
3rd YEAR	\$1,591.00	\$19,092.00
4th YEAR	\$1,639.00	\$19,668.00
5th YEAR	\$1,688.00	\$20,256.00
FIRST 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,739.00	\$20,868.00
2nd YEAR	\$1,791.00	\$21,492.00
3rd YEAR	\$1,845.00	\$22,140.00
4th YEAR	\$1,900.00	\$22,800.00
5th YEAR	\$1,957.00	\$23,484.00
SECOND 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$2,016.00	\$24,192.00
2nd YEAR	\$2,076.00	\$24,912.00
3rd YEAR	\$2,138.00	\$25,656.00
4th YEAR	\$2,202.00	\$26,424.00
5th YEAR	\$2,268.00	\$27,216.00
THIRD 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$2,336.00	\$28,032.00
2nd YEAR	\$2,406.00	\$28,872.00
3rd YEAR	\$2,478.00	\$29,736.00
4th YEAR	\$2,552.00	\$30,624.00
5th YEAR	\$2,629.00	\$31,548.00

EXHIBIT "C"

PLANS & DETAILS

Due to the size and volume of Exhibit "C," it is on file with the Department of Public Works, 400 Stewart Avenue, 4th Floor, Las Vegas, NV 89101.

EXHIBIT "D"

INSURANCE REQUIREMENTS

A. Prior to its occupancy of the Premises, T-Mobile shall, at its sole cost and expense, obtain and thereafter, at all times during which this Agreement is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100th Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Agreement and as a condition to this Agreement continuing in force and effect, T-Mobile shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and T-Mobile. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

C. In the event that T-Mobile fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this Agreement.

D. Subject to NRS 41.035, T-Mobile hereby agrees to protect, indemnify, and hold CLV, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which CLV, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from CLV, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of T-Mobile or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, T-Mobile, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. In this connection, T-Mobile expressly agrees, at its sole cost and expense, to defend CLV, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which T-Mobile has agreed to indemnify CLV, its officers, employees and agents. If T-Mobile fails so to do, CLV shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to T-Mobile.

WAIVER OF SUBROGATION. CLV hereby waives, and T-Mobile hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Agreement, and CLV and T-Mobile, each waives any right of subrogation that it might otherwise have against the other party.

EXHIBIT "E"

DISCLOSURE OF PRINCIPALS

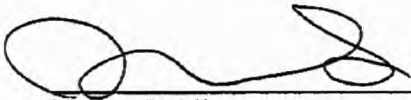
In compliance with City of Las Vegas Resolution R-105-99, the undersigned certifies that Omnipoint Communications, Inc., a Delaware corporation, is a wholly-owned, direct subsidiary of T-Mobile USA Inc. T-Mobile USA, Inc. is an indirect wholly-owned subsidiary of Deutsche Telekom AG . (NYSE: DT).

OMNIPOINT COMMUNICATIONS, INC.

By: 
Assistant Secretary

State of Washington)
) ss.
County of King)

Subscribed and sworn to before me this
16 day of November, 2006.


Notary Public



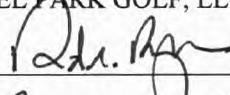
LICENSE AGREEMENT/CELL TOWER

ANGEL PARK

Angel Park Golf, LLC hereby consents to the City of Las Vegas entering into the agreement between the City of Las Vegas and Omnipoint Communications, Inc. a subsidiary of T-Mobile USA, Inc., to which this consent is attached on condition that all revenues received by the City therefrom shall be used according to paragraph 2 of the Third Amendment To Restated Management Agreement between the City of Las Vegas and Angel Park Golf, LLC.

ANGEL PARK GOLF, LLC

By:

 3-6-07
DAVID M. BOGUE

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

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right-of-Entry previously on record and continue to allow Nevada Power Company access to the site for electrical system needs located at Alexander and Tenaya commonly known as Wayne Bunker Park and Gowan Detention Basin, APNs 138-10-101-017 and 138-10-101-018 - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This Grant of Easement cancels and supersedes the Right-of-Entry previously on record and will continue to allow Nevada Power Company access to the site for electrical facility needs. These parcels have been patented to the City of Las Vegas by the Bureau of Land Management.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Grant of Easement
2. Right-of-Entry

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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)

APN: 138-10-101-017
138-10-101-018

When recorded mail to:
Land Services MS 9
Nevada Power Company
P.O. Box 98910
Las Vegas, NV 89151-0001

GRANT OF EASEMENT

I(WE) **CITY OF LAS VEGAS**, for One Dollar and other valuable consideration, do hereby grant and convey to **NEVADA POWER COMPANY** its successors and assigns, the right to construct, to operate, to add to, to maintain, and to finally remove underground electric system(s), consisting of duct lines, manholes, vaults, wires, cables, transformer installation above or below ground surface, service boxes, and other fixtures and apparatus, or any thereof, for the transmission and distribution of electricity and/or communications cable upon, over, under, and across the parcel(s) hereinafter described and the right of ingress and egress to and over the said parcel(s); together with the right to clear and keep cleared any obstruction from the surface or subsurface as may be deemed necessary to insure the safe and proper operation of said electric system(s).

The above referred to parcel of land in the County of Clark, State of Nevada, is that portion of the Northwest Quarter (NW1/4) of Section 10, Township 20 South, Range 60 East, M.D.B.&M., more particularly described as follows:

SEE ATTACHED EXHIBITS "A" (1 PAGE) AND "B" (2 PAGES).

RW# 0124-07rbt/mm WO# 177489 (Gowan Detention Basin)
Reference Document: 990819:01097 and 20070104:01717

The Grantor(s) retain(s) the right to fence, plant, pave, maintain, alter or otherwise improve and to so use said parcel(s) for its own purposes so long as such use is consistent with the National Electric Safety Code and standard electrical practices and does not interfere with the rights herein granted. Property owner shall not permit the construction or placement of any structures within easement area, including, but not limited to, parking canopies, storage buildings and covered facilities without the written consent of Nevada Power Company.

**THIS GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHTS
OF ENTRY RECORDED IN BOOK 20050330 AS DOCUMENTS NO. 00805
AND 00806 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.**

WITNESS my (our) hand(s) this _____ day of _____, 20____.

APN: 138-10-101-017 & 018

CITY OF LAS VEGAS

BY: OSCAR B. GOODMAN
TITLE: MAYOR

APPROVED AS TO FORM

Thomas R. Green 3/7/07
DEPUTY CITY ATTORNEY
Thomas R. Green

ATTEST:

BEVERLY K. BRIDGES, CMC
ACTING CITY CLERK

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, before me,
_____, a Notary Public, personally appeared
_____, personally
known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) who executed the within instrument as _____
_____ on behalf of _____
the corporation, partnership, limited liability company therein named,
and acknowledged to me that the corporation, partnership, limited liability
company executed it.

Notary Public

Notary Seal:

RATIFIED AND CONFIRMED

JAMES R. SAAVEDRA
MANAGER OF LAND SERVICES

RW 0124-07rbt WO# 177705 (Gowan Detention Basin)

EXHIBIT A

That portion of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 10, Township 20 South, Range 60 East, M.D.B.&M., more particularly described as follows:

Centerline No. 1:

A strip of land 10.00 feet in width lying 5.00 feet on each side of the following described centerline.

COMMENCING at Northeast corner of said Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 10;

Thence along the east line thereof South 00°23'32" West a distance of 218.97 feet;

Thence leaving said east line North 89°36'28" West a distance of 37.29 feet to the POINT OF BEGINNING;

Thence South 00°20'17" West 28.96 feet;

Thence South 15°56'44" West 13.02 feet;

Thence South 00°41'39" West 77.16 feet;

Thence South 01°33'13" West 103.10 feet;

Thence South 38°58'24" West 7.65 feet;

Thence South 75°29'14" West 27.21 feet;

Thence South 86°43'47" West 35.23 feet;

Thence North 88°33'07" West 113.15 feet;

Thence South 82°23'32" West 11.01 feet;

Thence North 89°27'23" West 51.07 feet;

Thence North 31°33'46" West 7.76 feet to a point hereinafter called Point "A";

Thence North 02°14'29" East 6.01 feet to the POINT OF ENDING.

The sideline boundaries of said strip are to lengthened or shortened so as to meet at all angle points.

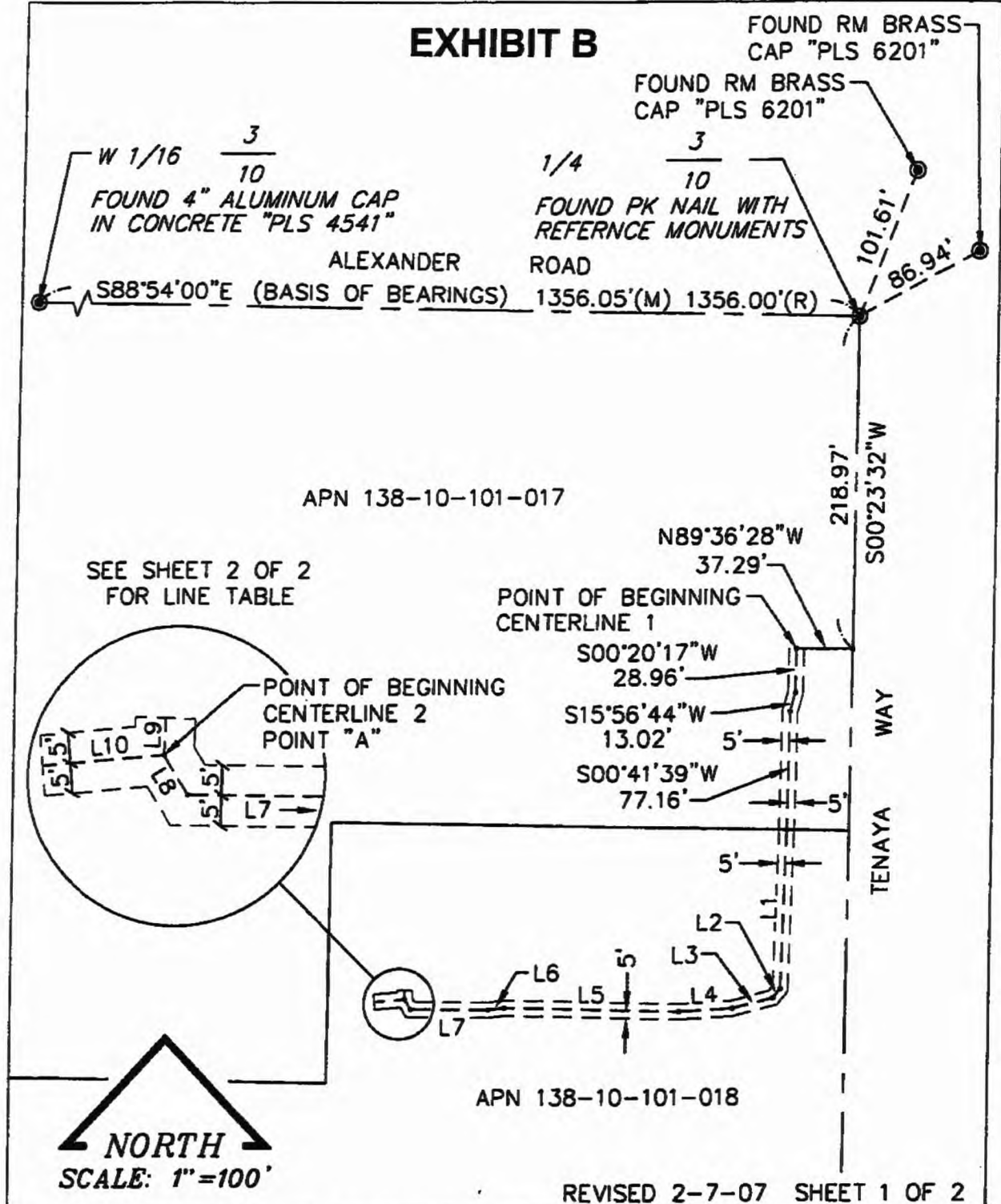
Centerline No. 2:

A strip of land 10.00 feet in width lying 5.00 feet on each side of the following described centerline.

BEGINNING at the above described Point "A";

Thence South 85°04'30" West 19.90 feet to the POINT OF ENDING.

EXHIBIT B



REVISED 2-7-07 SHEET 1 OF 2

 NEVADA POWER.	NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151, 6226 WEST SAHARA AV., (702) 367-5000		
TITLE: GOWAN DETENTION BASIN PARK	DESCRIPTION: EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION	SEC: 10 T: 20 S R: 60 E SURVEYOR: GE/TN DRAWN BY: RH CHECKED BY: AJ	DATE: 11-29-05 PROJECT ID: 177489

LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S01°33'13"W	103.10'	L6	S82°23'32"W	11.01'
L2	S38°58'24"W	7.65'	L7	N89°27'23"W	51.07'
L3	S75°29'14"W	27.21'	L8	N31°33'46"W	7.76'
L4	S86°43'47"W	35.23'	L9	N02°14'29"E	6.01'
L5	N88°33'07"W	113.15'	L10	S85°04'30"W	19.90'

BASIS OF BEARINGS

SOUTH 88°54'00" EAST BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN BY A MAP ON FILE IN FILE 72, PAGE 81 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

REVISED 2-7-07 SHEET 2 OF 2

		NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151, 6226 WEST SAHARA AV., (702) 367-5000			
TITLE: GOWAN DETENTION BASIN PARK		DESCRIPTION: EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION	SEC: 10 T: 20 S R: 60 E SURVEYOR: GE/TN DRAWN BY: RH CHECKED BY: AJ	DATE: 11-29-05 PROJECT ID: 177489	

COPY

20050330-0000805

APN: 138-10-101-018

When recorded, mail to:
Land Section, MS#9
Nevada Power Company
P.O. Box 98910
Las Vegas, Nevada 89151-0001

Fee: \$15.00
N/C Fee: \$0.00

03/30/2005 09:12:26
T20050056336

Requestor:
NEVADA POWER COMPANY

Frances Deane RMS
Clark County Recorder Pgs: 2

RIGHT OF ENTRY

I (We) CITY OF LAS VEGAS as Lessee per Recreation or Public Purposes Lease, Serial Number N-59025, with the United States Department of the Interior Bureau of Land Management, for and in consideration of One Dollar (\$1.00) receipt of which is hereby acknowledged, permission is hereby granted to NEVADA POWER COMPANY its successors and assigns, and/or their agents or contractors to enter in and upon said grantor's land described as the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (SE1/4 NE1/4 NE1/4 NW1/4) of Section 10, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada, for the purpose of constructing, installing, energizing and maintaining electrical facilities over, under, across and upon said premises as shown and delineated on Nevada Power Company Work Request Number: 177489 Job Name: Gowan Detention Basin Park ROE: 20-05km

→ Title granted
to CLV by
patent
20070104:0171;
(see attached)

NEVADA POWER COMPANY will pay for damages, if any, sustained to the above described property as a result of the negligence of NEVADA POWER COMPANY and/or their agents and/or contractors related to the above described Work Request.

Upon completion of the project constructed by this "Right of Entry", the grantor, its successor's or assigns hereby agree to sign and execute Nevada Power Company's standard form GRANT OF EASEMENT describing the permanent easement area to be retained over said premises.

WITNESS my (our) hand(s) this 15 day of March, 2005

CITY OF LAS VEGAS

John McNellis
BY: *Deputy Public Works Director*
TITLE:
3-15-05
John McNellis

BY:
TITLE:

STATE OF NV

COUNTY OF Clark

On this 15th day of March, 2005, before me, a Notary Public,
personally appeared John McNellis personally known to
me (or proved to me on the basis of satisfactory evidence) to be the person(s) who
executed this instrument as Public Works Deputy Director on
behalf of the CITY OF LAS VEGAS, and acknowledged to me that the CITY OF LAS
VEGAS executed it.



Jill Melone
Notary Public

Notary Statement and/or Seal

WR# 177489

ROE: 20-05km

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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

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

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$59,503,970.88

Funding Source: All Funds

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

Summary of Cash Expenditures for the period 02/16-02/28/07

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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 of Las Vegas

Summary of Cash Expenditures

For period of 2/16-2/28/07

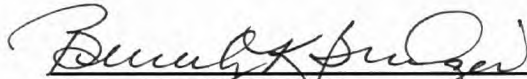
Total Services & Materials Checks :	\$16,290,160.63
Total Services & Materials EFT Payments :	\$2,810,493.49
Total Wire Transfers:	\$33,781,511.45
Total Payroll Checks:	\$6,621,805.31

Grand Total:	\$59,503,970.88
--------------	-----------------

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

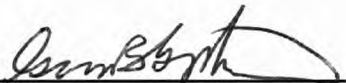


Mark R. Vincent
Director of Finance



Beverly K. Bridges
Acting City Clerk

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



Oscar B. Goodman
Mayor

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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Hermenegildo Garcia-Lopez,
Location: Charleston Heights Arts Center, 800 Brush Street, Date: April 14, 2007, Type: Special
Event Beer/Wine, Event: Baptism, Responsible Person in Charge: Hermenegildo Garcia-Lopez -
Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a Special Event Alcoholic Beverage License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Hogs & Heifers of Las Vegas, Inc.,
Location: Hogs & Heifers Saloon, 201 North 3rd Street, Suite 130, Dates: April 6 - 8, 2007,
Type: Special Event General, Event: Champ Car, Responsible Person in Charge: Jessica Hirshon
- Ward 5

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a Special Event Alcoholic Beverage License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Las Vegas Blues Society, Location: Sammy Davis Jr. Plaza at Lorenzi Park, 720 Twin Lakes Drive, Date: April 15, 2007, Type: Special Event Beer/Wine, Event: Las Vegas Blues Festival, Responsible Person in Charge: David Nast - Ward 5

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a Special Event Alcoholic Beverage License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Slot Operator Gaming License subject to confirmation of approval by the Nevada Gaming Commission, 777 Gaming, Inc., dba 777 Gaming, Inc., 8691 West Sahara Avenue, Suite 170, Rory L. Bedore, Dir, Pres, Secy, Treas, 100% - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Slot Operator Gaming License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Restricted Gaming License for 10 slots subject to confirmation of approval by the Nevada Gaming Commission, Green Valley Gaming Inc., db at Rincon Latino #3, 3700 East Charleston Boulevard, Suite 120, Leonardo Garcia, Pres, 50% and Graciela Garcia, Secy, 50% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 10 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

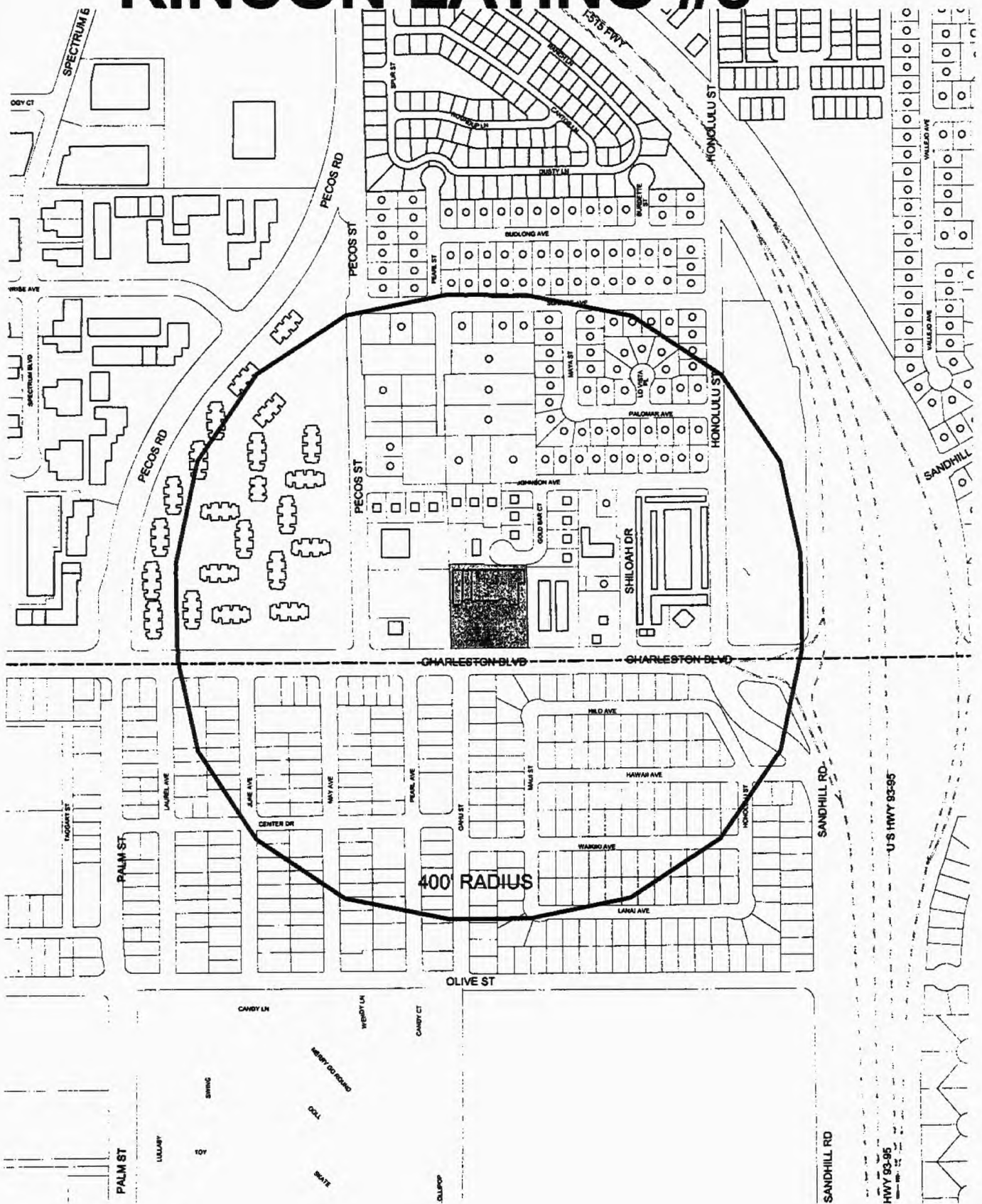
Map

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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)

RINCON LATINO #3



0 200 400 Feet



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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, BD Star, LLC, dba Shotz, 4601 West Sahara Avenue, Suite Y, Brenda S. Newman, Pres, Secy, Dir, 50% and Donald L. Newman, VP, Dir, 50% - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 15 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

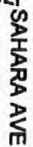
Map

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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)

O'BANNON DR



CASA MARIA APTS
247 UNITS

 $\triangleright z$

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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Golden Route Operations, LLC, db at Stop and Save Mini Mart & Gas, 99 South Martin L. King Boulevard, Salar Shosani, 100% - Ward 5

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 7 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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)

STOP N SAVE MINI MART & GAS



0 200 400 Feet



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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Temporary Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, CN Kashat, Inc., dba Super Mart, 6595 Smoke Ranch Road, Suite 140, Emad M. Kashat, Pres, 100% - Ward 5

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Temporary Restricted Gaming License for 7 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

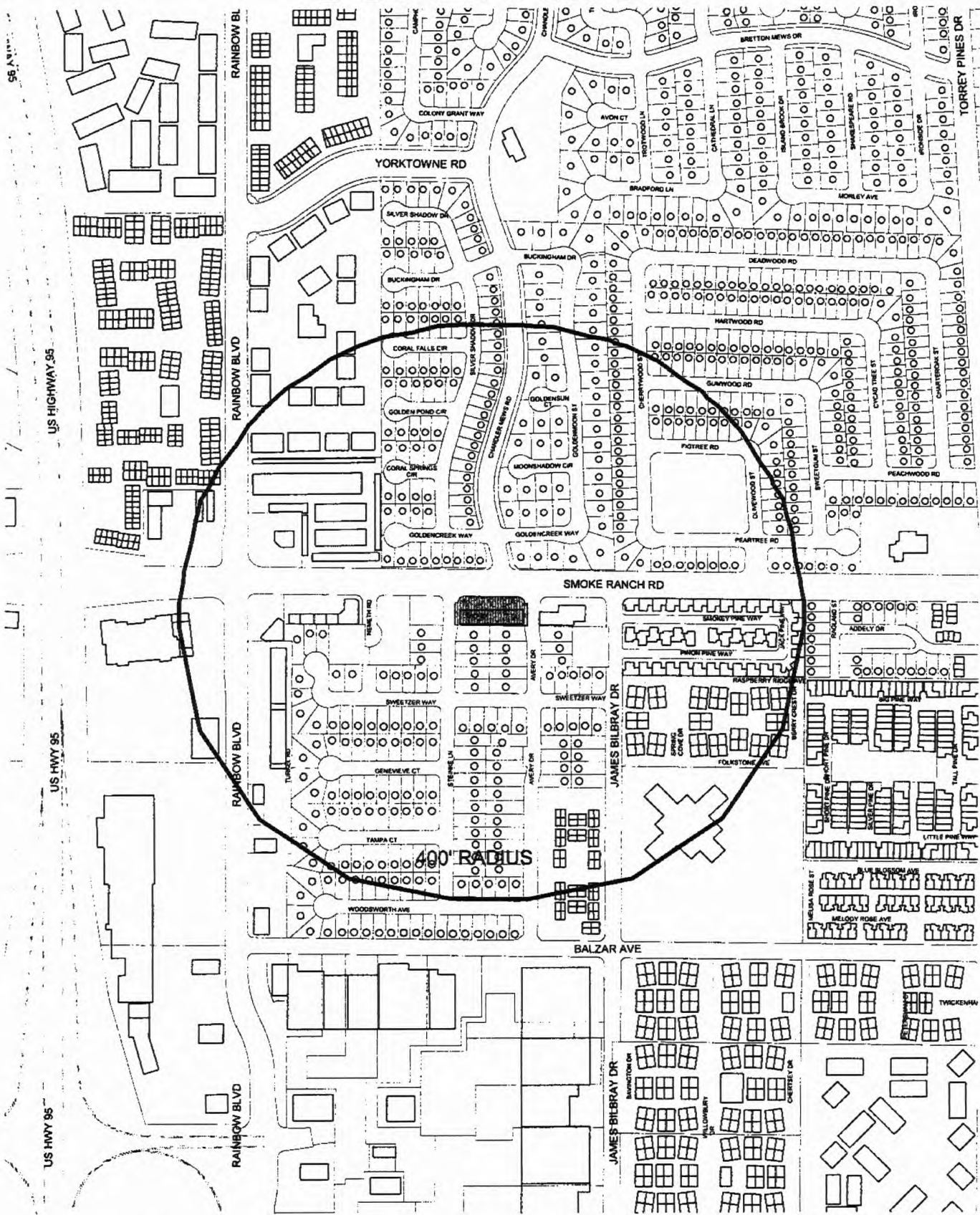
Map

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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)

SUPER MART



0 200 400 Feet



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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Burglar Alarm Service License, Safesite Alarm, dba Safesite Alarm, 1055 East Tropicana Avenue, Suite 450G, Kevin H. Bradford, Dir, Pres, Secy, Treas, 100% - Clark County

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Burglar Alarm Service License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Change of Location for a Burglar Alarm Service License, Think B.I.G., LLC, dba Signature Alert, From: 9987 Perceval Street, To: 9293 Weeping Hollow Avenue, Summer D. Gardner, Mmbr, Mgr, Pres, 51% and Brad I. Gardner, Mmbr, Mgr, Secy, Treas, 49% - Clark County

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of Change of Location for a Burglar Alarm Service License

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of revision to Purchase Order No. 233300 for an Annual Requirements Contract for Industrial Supplies and Lighting Products - Various Departments - Award recommended to: GRAINGER INDUSTRIAL SUPPLY (\$800,000 - General Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$800,000

Funding Source: General Fund

Dept./Division: Various

PURPOSE/BACKGROUND:

On February 1, 2006 City Council approved the award of a purchase order to Grainger Industrial Supply for industrial supplies, equipment and lighting products in accordance with Western State Contracting Alliance Bid No. 7066. This purchase order revision is needed to increase the estimated annual usage by \$800,000 for a new estimated annual amount of \$1,300,000. This purchase is exempt from the competitive bidding process pursuant to NRS 332.115.1(m), which allows local governments to use the contracts of other governmental agencies.

PCC: K. Falline

POC: Susan Sepe - (702) 380-3635

CFN: 060157

RECOMMENDATION:

That City Council approve the issuance of a revision to Purchase Order No. 233300 for Annual Requirements Contract for Industrial Supplies and Lighting Products to Grainger Industrial Supply in the amount of \$800,000.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Agreement No. 06-11554, Engineering Design Services for Vegas Drive Roadway and Drainage Improvements from Shadow Mountain Place to Rancho Drive - Department of Public Works - Award recommended to: POGGEMEYER DESIGN GROUP, INC. (\$1,250,000 - Road and Flood Capital Projects Fund) - Ward 5

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$1,250,000

Funding Source: Road and Flood CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This project consists of the technical studies, design and preparation of contract documents, construction drawings, specification review, quantity calculations and cost estimates to implement roadway and drainage improvements on Vegas Drive from Shadow Mountain Place to Rancho Drive. Funds will come from the Clark County Regional Flood Control District. This request is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins

POC: Michael B. Holloway - (702) 255-8100

RECOMMENDATION:

That City Council approve Agreement No. 06.11554, Engineering Design Services for Vegas Drive Roadway and Drainage Improvements from Shadow Mountain Place to Rancho Drive to Poggemeyer Design Group, Inc. in the amount of \$1,250,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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

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

Exhibit G CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	
<u>Contracting Entity</u>	
<u>Name</u>	Poggemeyer Design Group, Inc.
<u>Address</u>	2601 N. Tenaya Way Las Vegas, NV 89128
<u>Telephone</u>	702-255-8100
<u>Fax/Email</u>	34-1056617

Block 2
<u>Description</u>
<u>Subject Matter of Contract/Agreement</u>
Engineering Design Services for Vegas Drive (Michael Way to Rancho Drive) Project

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS **(CONTINUED)**

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Larry V. Carroll, Principal Owner (4.75%)	2601 N. Tenaya Way Las Vegas, NV 89128	702-255-8100
2.	Michael B. Holloway, P.E., Principal Owner (2.25%)	2601 N. Tenaya Way Las Vegas, NV 89128	702-255-8100
3.	Jack A. Jones, P.E., Principal Owner (4.75%)	1168 N. Main Street Bowling Green, OH 43402	419-352-7537
4.	Charlene M. Kerr, AICP, Principal Owner (4.75%)	1168 N. Main Street Bowling Green, OH 43402	419-352-7537
5.	Gregory N. Telecky, P.E., Principal Owner (4.25%)	1168 N. Main Street Bowling Green, OH 43402	419-352-7537
6.	David E. Saneholtz, P.E., Principal Owner (4.25%)	1168 N. Main Street Bowling Green, OH 43402	419-352-7537
7.	Michael Atherine, P.E., Principal Owner (4.25%)	1168 N. Main Street Bowling Green, OH 43402	419-352-7537
8.	Richard Weaver, P.E., Principal Owner (4.25%)	417 Wayne Avenue Defiance, OH 43512	419-782-3067
9.	Robert Bourdages, P.E., Stockholder Owner (2.20%)	512 6 th Street, Ste. 202 Kirkland, WA 98033	425-827-5995
10.	ESOP – Employee Stock Ownership Plan (51%)	1168 N. Main Street Bowling Green, OH 43402	419-352-7537

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

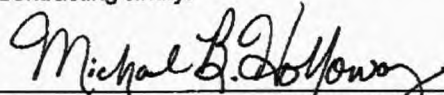
Block 5: Disclosure of Ownership and Principals – Alternate

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

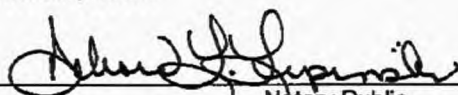
Name of Attached Document		Number of Pages	
Name of Attached Document		Number of Pages	

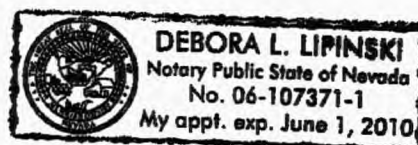
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

State of Nevada
County of Clark


 Michael B. Holloway, P.E., Western Region Managing Principal
 Poggemeyer Design Group, Inc.
 October 3, 2006

Subscribed and sworn to before me this 3rd day of October, 2006.


 Debora L. Lipinski
 Notary Public



October 3, 2006

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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Letter of Engagement for Legislative and Governmental Relations Consulting Services - Office of Administrative Services - Award recommended to: LIONEL SAWYER & COLLINS (\$102,000 - General Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$102,000

Funding Source: General Fund

Dept./Division: Administrative Services

PURPOSE/BACKGROUND:

On December 17, 2003 City Council approve a Letter of Engagement to support specific issues associated with Federal lands in Southern Nevada for calendar year 2004. Subsequently, services have been extended through December 31, 2006. This Letter of Engagement extends the services through December 31, 2007. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Kaplan

POC: Richard Bryan - (702) 383-8888

CFN: 070327

RECOMMENDATION:

That City Council approve Letter of Engagement to Lionel Sawyer & Collins from January 1, 2007 through December 31, 2007 in the amount of \$102,000. Authority to execute Letter of Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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)

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity Name Lionel Sawyer & Collins Address 300 S. 4 th Street Suite 1700 Las Vegas, NV 89101 Telephone 702-383-8888 EIN or DUNS 88-0104611	Block 2 Description Subject Matter of Contract/Agreement Legislative and Governmental Relations Consulting Services RFP#
Block 3 Type of Business ☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:	

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See attached		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

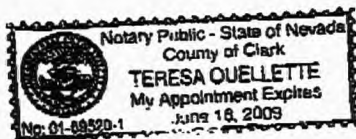
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

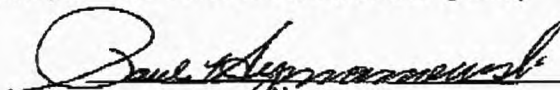
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

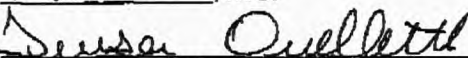
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity




 Name
March 12, 2007
 Date

Subscribed and sworn to before me this 12 day of

March, 2007


 Notary Public

Lionel Sawyer & Collins Shareholders

Las Vegas:

Samuel Lionel
Richard Bryan
Jeffrey Zucker
Paul Hejmanowski
Robert Faiss
David Frederick
Rodney Jean
Todd Touton
Cam Ferenbach
Mark Goldstein
Mark Lemmons
Howard Cole
Paul Larsen

Lynn Fulstone
Rory Reid
Dan McGuire
John Dawson
Pete Gibson
Charles McCrea
Todd Kennedy
Matt Watson
Lance Coburn
John Naylor
Elizabeth Brickfield
Linda Bullen
Greg Gemignani

The Las Vegas office is located at 300 S. 4th Street Suite 1700 Las Vegas NV 89101

Reno:

Richard Horton
Dan Bowen
Harvey Whittemore
Colleen Dolan
Jennifer Smith
Gary Duhon
Dan Reaser
Allen Wilt
Leslie Bryan Hart
Craig Etem
Shawn Elicegui
William McKean

The Reno office is located at 50 West Liberty Street Suite 1100 Reno NV 89501

Washington DC:

Brent Heberlee

The Washington DC office is located at 101 Constitution Avenue NW, Suite 800 Washington DC 20001

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

DEPARTMENT: FINANCE AND BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☒ **Consent** ☐ **Discussion****SUBJECT:**

Approval of award of Agreement No. 060085 for the Operation and Management of the Centennial Hills Community Center located at Buffalo Drive and Deer Springs Way - Department of Leisure Services - Award recommended to: YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA (YMCA) - (Not to Exceed \$700,000 - General Fund) - Ward 6 (Ross)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$700,000**Funding Source:** General Fund**Dept./Division:** Leisure Services**PURPOSE/BACKGROUND:**

Construction of the Centennial Hills Community Center, located at Buffalo Drive and Deer Springs Way, is scheduled to be complete in June 2007. In anticipation of this new facility, Request for Proposals 050567-SB was issued on April 13, 2005 to solicit proposals from qualified offerors to operate and manage the Center, which is located on land subject to the Recreation and Public Purposes Act. The RFP evaluation team determined that the YMCA submitted the proposal most advantageous to the City for all elements of the facility except for the operation of the Active Adult Wing. The team determined that the Leisure Services Department proposal better met the needs of the community to operate the Active Adult Wing. The City will pay for \$58,000 in pre-operational costs and an estimated \$352,000 in maintenance during the initial two years of the five-year Agreement term. In addition, the City will pay for utilities in an estimated annual amount of \$400,000.

PCC: D. Kaplan

POC: Mike Lubbe - (702) 877-9622

RECOMMENDATION:

That City Council approve the award of Agreement No. 060085 to Young Men's Christian Association of Southern Nevada (YMCA) for the Operation and Management of the Centennial Hills Community Center in the annual Not to Exceed amount of \$700,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Agreement No. 060085

CITY COUNCIL MEETING OF: MARCH 21, 2007

Motion made by GARY REESE to Strike Items 32, 34, 46-49 and 51; Hold in Abeyance Items 52-54 to 4/18/2007; and Hold in Abeyance Item 62 to 4/4/2007

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)



**AGREEMENT
FOR THE OPERATION AND MANAGEMENT OF
CENTENNIAL HILLS COMMUNITY CENTER**

THIS AGREEMENT is being entered into this _____ day of _____, 2007, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA (hereinafter the "Contractor") a not-for-profit corporation having its principal office at 1050 West 4141 Meadows Lane, Las Vegas, Nevada 89107.

RECITAL

WHEREAS, the City leased land pursuant to BLM Lease No.N-63022 for recreation or public purposes from the United States Department of the Interior, Bureau of Land Management ("BLM") and is subject to the Recreation and Public Purposes Act 43. U.S.C. Sections 869-869-4 (hereinafter the "RPP Act"), which lease contains conditions subsequent which, in essence, require the City to use the underlying land for recreational and public purposes and not transfer operational control or use of the land to a third party.

WHEREAS, the City desires to provide a multipurpose center that will meet the recreational, cultural, active adults and adaptive recreational needs of the growing Northwest Las Vegas community; and

WHEREAS, the City is desirous of retaining a qualified I.R.S. 501(c) (3) non-profit organization to operate and manage the Center and requested proposals from potential organizations to provide such operations; and

WHEREAS, BLM will be reviewing the form of the final Agreement between the City and the Contractor to determine if the Agreement conforms to the provisions of the RPP Act; and

WHEREAS, the City and the Contractor desire to enter into this Agreement for the operation and management of the Centennial Hills Community Center on a temporary basis until such time that BLM has approved the final Agreement between the City and the Contractor.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto enter into this Agreement.

SECTION A - Purpose

A-1 Purpose of Agreement

(a) The purpose of this Agreement is to effectuate the operation, management, and maintenance of the Center by the City and the Contractor in the best interests of the City and the health and welfare of its residents, and in accordance with the public purposes of applicable federal, state and local laws and regulations, specifically, the RPP Act. The term Center includes the Contract Area, but unless the term Center is specifically used in defining a duty or responsibility of Contractor, it is assumed that the duty or responsibility of Contractor so defined extends only to the Contract Area.

(b) The Contractor will operate the Contract Area of the Center owned by the City on BLM land. The Center shall be managed and operated as a not-for-profit institution available to the general public without discrimination as to age, race, creed, religion, sex, marital status, national origin, political affiliation, physical handicap or ancestry.

(c) The City and Contractor hereby expressly acknowledge that this Agreement is subject to the final approvals of the Agreement by (1) by BLM to determine if the Agreement conforms to

the provisions of the RPP Act, (2) the City Council, and (3) the governing board of the Contractor. This Agreement is interim until BLM gives final approval thereafter the Agreement will be finalized through a written amendment duly executed by the City, the Contractor and BLM.

(d) The City and Contractor hereby expressly acknowledge that this Agreement is to set forth the provisions of a temporary agreement between the parties pursuant to which Contractor will operate the Contract Area of the Center for City pending BLM approval of those portions of the Agreement subject to its jurisdiction under the RPP Act. Fee charges must consist of not more than a reasonable charge for the use of the facilities. Entrance fees may not exceed fees charged at other comparable municipal operated facilities. A periodic review of schedules will be conducted by the BLM. Determination that entrance or other fees charged for public use of this facility are unreasonable may result in action by the BLM.

(e) The Contractor shall act as the general clearing house, overseer, coordinator, and promoter of recreation, fitness, safety, therapy, and competitive programs offered in the Contract Area. This Agreement defines the operating terms mutually agreed upon by both parties.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Agreement:

(a) "*Active Adult Wing*" an area of the Center that is approximately 10,000 square foot and its adjoining courtyard, and is operated and managed by the City as depicted in Exhibit B-1 (the building).

(b) "*Agreement*" means this document which is binding and effective only upon execution by both parties which delineates the promises, responsibilities and obligations by the City and the Contractor regarding operation and management of the Centennial Hills Community Center.

(c) "*Appurtenances*" means equipment such as clothing, tools, or instruments needed for a particular operation or sport but does not include any of the property of the Contractor.

(d) "*Award Date*" means the date that an Agreement becomes effective. It is the date that is entered into the first paragraph of an Agreement upon execution by an authorized representative of the City

(e) "*BLM*" means the Bureau of Land Management, a United States federal public agency which administers the RPP Act for all Public Lands, including the Land where the Center is located. BLM determines whether the use of the Land is an authorized use and complies with the provisions of the RPP Act and its implementing regulations.

(f) "*Center*" means the Centennial Hills Community Center which includes the building and adjoining pool facility, parking and landscaped area and is depicted in Exhibits B-1 and B-2.

(g) "*City*" means the City of Las Vegas.

(h) "*City Council*" means the governing body of the City of Las Vegas.

(i) "*City Programs*" means

(j) "*Common Area*" means an area in and around the Center that the City, the Contractor and the general public have direct access to.

(k) "*Contract Area*" means the area of the Center which is to be under the management and operation of Contractor is depicted as the building outlined in red boundary lines situated on a portion of the Land in the site map appended to the Agreement as Exhibit A "Site Map".

(l) "*Contractor*" means the IRS 501(c) (3) non-profit corporation responsible for the performance of services under this Agreement.

(m) "*Contractor Furnished Equipment or CFE*" means furniture, fixtures, equipment and other items purchased by the Contractor with their own funds.

(n) "*Contract Manager*" means the City representative who is responsible for the coordination of Agreement performance between the City and the Contractor.

(o) "*Contractor Representative*" means the individual authorized to act on behalf of the Contractor regarding routine matters arising under or relating to this Agreement.

(p) "*FF&E*" means items not permanently attached to a structure or building. For example: sports/electronics equipment, desks, chairs, bookcases, file cabinets, waste receptacles, easels, partitions, refrigerators, tables, credenzas, and furniture systems.

(q) "Hazardous Substance" and "Hazardous Waste" are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.

(r) "*Land*" means a portion of the land consists of approximately 18 acres and is situated in the northwest area of the City of Las Vegas, bounded by Buffalo Drive and Deer Springs Way located at 6601 and 6611 North Buffalo Drive and as depicted on Exhibit A "Site Map".

(s) "*Operational year*" the first day that the Contract Area is operationally open and extends for no more than twelve (12) calendar months and not beyond the expiration Agreement term date.

(t) "*Programs*" are defined as organized activities, classes and meetings that are offered to the public that offer recreational, social, and educational or other benefits to participants through the various City Departments.

B-2 Pre-Operational Costs

The City will reimburse the Contractor an amount not-to-exceed Fifty-Eight Thousand Dollars (\$58,000) for pre-operational management costs for the purpose of developing operation plans, marketing, public relation strategies, customer interest survey, and recruiting personnel approximately sixty (60) days prior to the opening of the Center.

B-3 Revenue and Budgets

(a) It is the Contractor's objective that the Contract Area be operated at a financial break-even point with revenue equaling or exceeding operating costs. The Contractor may engage in fund raising activities to supplement operating revenue or it may supplement the operating budget through its own resources.

(b) Throughout the term of this Agreement, all revenue generated from the Contract Area including, but not limited to, user fees, class fees, and other fees or charges shall be collected and retained by the Contractor, on behalf of the City. All revenue shall be collected, handled and deposited in accordance with the Contractor cash handling procedures. The City reserves the right to review these procedures to ensure they comply with generally accepted accounting procedures. The Contractor shall keep, through the entire term of this Agreement or any

extension thereof, all books of account and records customarily used in this type of operation in accordance with generally accepted accounting principles.

(c) The Contractor shall propose operating budgets and projected revenue streams annually. The City will retain the right to approve or disapprove budgets. The Contractor shall prepare and submit annual profit and loss statements as well as any incidental financial or operating statements as deemed necessary by the City and as the normal course of operation shall dictate.

(d) The City shall make available to the BLM, in accordance with the RPP Act, copies of the annual profit and loss statements, as well as any incidental financial and operating statements reflecting all expenses and revenue associated with the Center.

B-4 Deposits and Draw Downs

The Contractor shall make daily deposits of all funds collected from the operation of the Contract Area, but not limited to, user fees, class fees, program fees and other fees or charges, into a joint account established by the Contractor and the City. The contractor shall be authorized to draw down funds that are available in the joint account for the payment of expenses related to the Contract Area. In no event shall the Contractor draw funds from the joint account which exceeds the amount available. Each month, the City may review all bank statements and request supporting data from the Contractor for any activity in the joint account. Each month, the City will receive a bank statements and an itemization of all activity in the joint account. The City may request additional supporting data as they deem necessary in reviewing the activity in the account.

B-5 Operating Reserve

(a) Contractor shall maintain throughout the term of this Agreement an operating reserve (hereinafter referred to as "Operating Reserve") during this Agreement in the principal sum of Twenty-five Thousand Dollars (\$25,000). The Operating Reserve shall guarantee performance of each term and condition of this Agreement and in the event of any breach of this Agreement, the amount thereof shall be recoverable by the City for all damages resulting from failure of the Contractor to well and faithfully perform and observe any and all provisions of this Agreement.

(b) The Operating Reserve may take one of the following forms:

1. The Operating Reserve may take the form of a corporate surety bond issued by a company licensed to do business in the State of Nevada in a form approved by the City in the principal sum of Twenty-Five Thousand Dollars (\$25,000), naming the City as an insured.

2. The Operating Reserve may take the form of a deposit of cash in the amount of Twenty-Five Thousand Dollars (\$25,000) in a restricted Certificate of Deposit drawn against the account of the Contractor on such bank as the City shall approve, allowing for withdrawal only upon written consent of the City. All interest earned on such Certificate of Deposit shall be the property of the Contractor.

3. The Operating Reserve may take the form of an irrevocable standby letter of credit in the amount of Twenty-Five Thousand Dollars (\$25,000) drawn against the account of the Contractor on such bank as the City shall approve. Said letter of credit shall be an unconditional and irrevocable letter of credit in favor of the City from a bank authorized to do business in Nevada, in form and substance satisfactory to the City Attorney of the City of Las Vegas. Further, said letter of credit shall be renewed at least thirty (30) days prior to its expiration, and the City shall be provided notice of said expiration.

B-6 Monthly Operating Statement, Utility Invoices, and Rental Reports

(a) Contractor shall submit a monthly operating statement to City which shall include an itemized list of gross receipts received and expenses incurred by the Contractor for the previous calendar month for its operations at the Contract Area. The operating statement also itemizes revenues collected through fundraising activities specifically for the Contract Area. Upon request, the Contractor shall also provide any regional and national fundraising reports.

(b) The amount of Contractor's gross receipts shall be deemed to reimburse Contractor for the previous calendar month's services rendered by Contractor at the Center, and City shall have no obligation to reimburse Contractor in any amount if Contractor's receipts from the Center are less than Contractor's incurred costs.

(c) The Contractor shall submit a monthly invoice to the City for utility expenses incurred for the previous calendar month for its operations at the Contract Area. Each invoice received shall be subject to review and approval by City. In the event City disputes any item on the invoice, City and Contractor shall meet promptly, as specified in Paragraph B-7 "Disputed Items" hereof, to resolve all such disputed items. The Contractor will be responsible for the payment of any annual operating deficits after utility reimbursements. Any future operating surpluses will be used to offset a previous year's operating deficit.

(d) The Contractor shall submit a monthly report of rentals made to outside parties for the previous calendar month for its operations at the Contract Area.

B-7 Disputed Items

For any disputed item on a monthly invoice, the City shall provide a written notice to the Contractor setting forth the reasons for disputing the item. The City and Contractor shall use their reasonable best efforts to resolve the disputed item(s) within twenty (20) days of Contractor's receipt of notice. If the disputed item is not resolved, the parties shall be entitled to exercise its remedies as set forth in this Agreement.

B-8 Credit for Maintenance Expense

To reimburse the City for maintenance services provided in Paragraph D-2(c) of this Agreement, the Contractor shall credit back maintenance expenses on the monthly utility invoice per the following schedule for each Operational Year to be defined as twelve calendar months commencing on the first date of operations in the Contract Area:

<u>Operating Year</u>	<u>Credit Amount</u>
Year 1	\$0.00
Year 2	50% of total maintenance expenses not-to-exceed \$200,000
Year 3	100% of total maintenance expenses not-to-exceed \$200,000
Year 4 and Out	100% of total maintenance expenses not-to-exceed \$200,000 plus adjustment for Consumer Price Index (CPI)*

* U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index, Table A Urban Consumers, Expenditure Category: Recreation

B-9 City's Administrative Service Fees

The City shall provide the necessary services to administer this Agreement and monitor and oversee the Contractor's performance of its obligations in this Agreement. Commencing on the first anniversary date of the Award Date of this Agreement and notwithstanding the fact that this Agreement may have expired and the Agreement shall be in effect, the City shall invoice the

Contractor on a monthly basis for the administrative services incurred by the City. The initial administrative service fee shall be One Thousand Three Hundred and No/100ths Dollars (\$1,300.00) per month, and such amount may be adjusted annually by an amount dictated the National Consumer Price Index for All Urban Consumers, U.S. City Average (1967=100), published by the Bureau of Labor Statistics, United States Department of Labor, for March of the current year as compared to the same index figure for March of the previous year.

B-10 Agreement Term

(a) This Agreement shall run for a five year (5) term commencing on Award Date. The City may, at its sole option, extend the performance period for up to two (2) five-year periods beyond the end of the initial Agreement term date. The City shall provide six (6) month advance written notice to the Contractor of such extension, and the Contractor may not assume an automatic renewal. Exercise of a five-year option does not commit the City to exercise further option periods.

(b) The Contractor will have the Contract Area open for operation within thirty (30) days after the Center effective date of the construction certificate of occupancy. The Contractor reserves the right to begin pre-operational activities prior to sixty (60) day's opening of the Center at the Contractor's own expense except as what is provided for in Paragraphs B-2 "Pre-Operational Costs" and D-6 "Furnishings, Fixtures, and Equipment". However, the Contractor is not allowed to occupy or furnish the Contracted Area anytime prior to the effective date of the certificate of occupancy.

(c) The Contractor covenants and agrees for itself, its successors, its assigns, and every successor in interest that during the term of this Agreement, the Contractor, its successors, and its assignees shall apply the Center for use as a sports and recreation center and other uses ancillary thereto.

SECTION C – Statement of Work

C-1 Scope of Services

(a) The Contractor shall manage, maintain (per Paragraph C-3) and operate the Contract Area in a professional, efficient and economical manner, consistent with good business practices. The Contractor will provide all personnel, expertise, equipment, supplies and other items necessary to operate the Contract Area as a not-for-profit institution available for use by the general public. The Contractor's responsibilities will include, but not limited to, those listed in Attachment 1, "Statement of Work".

(b) The Contractor shall not engage in any other business within the Contract Area or on the Land except as allowed herein, and shall provide such services as may be required to service users of the Contract Area.

C-2 Operational Standards

(a) The Contractor will be responsible for the day-to-day operation of the Contract Area in a manner that ensures the safe, attractive, and pleasant use of the Contract Area.

(b) No Hazardous Substance or Hazardous Waste, shall be used, produced, transported, released or stored within the Contract Area at any time.

C-3 Contractor Maintenance Obligations

(a) The Contractor agrees to maintain the following items and the Program Equipment (equipment such as treadmills, weight machines, and volleyball nets) provided within the Contract Area, and all parts thereof, in good condition and safe condition as its operation will reasonably

permit, and to make all repairs thereto which may be reasonably necessary for this purpose, which shall include, but are not limited to, the following:

1. Maintain the pool and all related filtration systems (including routine maintenance and major repairs), and all equipment. Pay for repairs not-to-exceed \$15,000 per Operational Year for the pool and filtration system which would include, but not limited to pump repair/rebuild (including impeller replacement, seal replacement, bearing repack/replacement), motor repair/rebuild, and heat boiler/exchanger repair/rebuild. The Contractor would be excluded from performing major repairs that are due to construction and design defects. The City would be responsible for making the repairs and will charge the Contractors for the repair expenses.

2. Maintain all pool area restrooms (including stocking and refilling restroom paper products) and deck space.

3. Maintain and keep in good working order all signs located within or on the exterior of the facility.

4. Maintain and clean Program Equipment.

5. Maintain and repair fire extinguisher/fire alarm & suppression system

6. Maintain roll up doors, automatic doors and storefronts

7. Maintain intercom/sound systems

8. Adhere to all standards and regulations imposed by the Clark County Health District, as those standards and regulations apply to the Center.

(b) In general, any repairs that are normally the responsibility of the City as set forth in Paragraph D-2 "Obligations of the City", but are necessary due to lack of maintenance by the Contractor, will be the responsibility of the Contractor. The Contractor shall keep record of its maintenance program and maintenance records shall be made available for inspection at the City's request.

(c) The Operator will be financially responsible for the monthly security system maintenance and fire alarm maintenance for the Contract Area.

C-4 Repairs, Alterations and Damage

(a) The Contractor shall make no facility alterations or additions to the Contract Area without the prior consent of the City. For such action, the Contractor shall first submit such information and plans to the Contract Manager for approval.

(b) The City shall assume responsibility for any facility repairs, improvements and/or future expansions of the Center.

(c) The Contractor shall report to the City all damage or vandalism in excess of One Thousand Dollars (\$1,000) to the Center or any damage that requires closure to the Center. The Contractor shall report to the City any and all personal injury asserted by users utilizing the Center.

C-5 (Reserved)

C-6 Artwork Display and Maintenance

There will be public artworks installed inside the Contracted Area. Both the City and the Contractor shall have the following responsibilities:

(a) The City shall, on the behalf of the City of Las Vegas Arts Commission (LVAC):

- (i) Own and maintain the artworks
- (ii) Pay for normal maintenance costs such as electrical, lighting, and replacement of glass panels
- (iii) Will maintain instructions for regular cleaning and contact information for repairs
- (iv) Install information plaques near the artworks
- (v) Be available to respond to any questions about the artworks
- (vi) Be allowed to plan tours, receptions and other activities regarding the artworks
- (vii) Use images of artworks in their settings for promotional purposes

(b) The Contractor shall:

- (i) Take preventive measures to keep the artworks in good condition.
- (ii) Report immediately any damage or needed repairs to artworks
- (iii) Not remove, replace or repair the artworks
- (iv) Not attach anything to the artworks
- (v) Discourage any activities around the artworks which may harm the artworks
- (vi) Inform the CH staff, maintenance crews and patrons about the public artworks, their locations and their participation in keeping the artwork in good condition (like not climbing on, hitting or scratching the surface).
- (vii) Inform their Staff not to move or roll heavy objects near the glass pillars.
- (viii) Must receive permission from LVAC for using image of artwork in publications and must credit the artist and the City/ Las Vegas Arts Commission in any photo or public mention of the project.

C-7 Programming, Use and Rate Structure

(a) The Contractor shall develop, operate and manage programs that serve the community. The Contractor shall continue to analyze community participation and shifting needs and adjust programming accordingly.

(b) The Contractor shall submit to the City for review and approval the scheduling and use of the Contract Area (the "Program Schedule"). The proposed Program Schedule shall be submitted to the City for approval no later than thirty (30) days prior to the publish date of the proposed Program Schedule. The Contractor shall cooperate with the City and other community organizations to allow for Joint Use of the Contract Area per Paragraph D-5 "Joint Use." Contractor agrees that the City may schedule special events with a preferred ten (10) days advance notice.

(c) Programs offered at the Contract Area from time to time shall be generally based on perceived need. The City shall have final approval over the Program Schedule. The Contractor may revise its Program Schedule from time to time by submitting proposed changes to the City, and the City shall have fifteen (15) working days from receipt of any such submission in which to provide Contractor with its comments, if any, in writing. If the City provides comments, the parties shall meet to make changes agreeable to both. If the City does not provide any such comments, the revisions as submitted by Contractor shall become effective on the later of the 16th working day following their submission to the City or the first business day thereafter.

(d) Monthly Program Activity Report. The Contractor shall submit a monthly report that lists (i) programs offered, (ii) activity attendance, and (iii) a program cancellation list for all facility offerings.

(e) No later than thirty (30) days prior to the effective date of a fee schedule, the Contractor shall submit a proposed fee schedule ("Fee Schedule") and the City shall have fifteen (15) working days to comment on the proposed Fee Schedule. If the City should object to the proposed Fee Schedule, the City shall provide the reasons for disapproval and shall provide the opportunity for the Contractor to submit a revised Fee Schedule. The City shall have final approval of the Fee Schedule. If the City does not provide any such comments, the revisions as submitted by Contractor shall become effective on the later of the 16th day following their submission to the City or the first business day thereafter. The Contractor and the City agree that no more than a reasonable charge may be imposed or collected for the use of the Center and that any and all fees or charges for Contractor use of the Center and its facilities may not exceed fees or charges imposed by other comparable installations.

(f) If the City provides comments in writing, the parties shall meet to make changes agreeable to both. If the City does not provide any comments, the revisions as submitted by the Contractor shall become effective on the later of the 16th day following their submission to the City or the first business day thereafter.

(g) The BLM reserve the right to review the Fee Schedule, in accordance with the RPP Act. Income generated from fees and considered an "overage" may be used by the City for capital improvements on this site. "Overage" as used herein, means aggregate fees for the approved programs as authorized by the City hereunder, less the aggregate expenses of providing such programs, on an annual basis.

C-8 Community Needs Survey and Assessment

The Contractor will employ a number of tools and strategies to determine community needs and desires, and to also evaluate how those needs are met. As part of this effort, the Contractor may send a direct mail survey to local residents, conduct focus group meetings with local residents, review local demographic information and assess other local services provided in the community. On an annual basis, the Contractor will appraise program quality, levels of program participation and customer satisfaction through a variety of methods to include program audits, written program evaluations, focus groups, customer's suggestion box, and annual YMCA of the USA customer satisfaction survey.

C-9 Advertising and Marketing

(a) The Contractor and the City shall mutually agree upon Center advertisements, exterior and interior signage, brochures, newsletters, promotional publicity, and other marketing materials. The City signage shall contain, at minimum, the following: "City of Las Vegas Centennial Hills Community Center operated by the YMCA of Southern Nevada on BLM Property." The YMCA may create its own exterior signage provided (i) it is not permanently affixed to any City signage, (ii) it has been approved by the City's Contracts Manager, and (iii) all appropriate planning permits have been secured. Communication produced or distributed by the Contractor or City shall convey a consistent message of cooperation to the public. Each party agrees to list approved general program, facility and contact information in each other's publication and advertisement opportunities.

(b) The Contractor may not publish or sell any information from or about this Agreement without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Contractor or its services.

C-10 Personnel

(a) Selection and Salaries. The Contractor agrees to secure, furnish, train and pay for all personnel as are reasonably necessary to be employed in the successful operation of the

Contract Area. Any and all employees and any and all volunteers of the Contractor, or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall not have any contractual relationship with the City. Any and all claims that may or might arise under the Worker's Compensation Act of the State of Nevada or similar act on behalf of said employees or other persons while so engaged in any work, or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

(b) Equal Opportunity, Americans with Disabilities Act and Drug Free Workplace Act.

1. All persons employed or applying for employment with the Contractor shall: (a) have and be entitled to the full and equal benefit of all laws and proceedings for the security of persons and properties; (b) have and be entitled to equal employment opportunities devoid and free from bias, discrimination, harassment or intimidation because of race, color, religion, national origin, sex, age, physical/mental handicap, disability, or veterans status; and (c) be subject to like punishments, penalties, licenses, and exactions of every kind.

2. The Contractor as an employer is hereby required to provide equal employment opportunities to the end that all Contractor employees shall be recruited, appointed, assigned, and promoted solely upon the basis of a bona fide occupational qualification and individual merit and free from bias, discrimination, harassment or intimidation on account of race, color, religion, national origin, sex, age, physical/mental handicap, disability, or veterans status.

3. The Contractor shall also be familiar with and adhere to the specific provisions of the Americans with Disabilities Act of 1990 relating to Title I, Employment, and Title II, Public Services, and Drug Free Workplace Act. Additionally, the Contractor will ensure that any suppliers or subcontractors functioning under this Agreement shall also be in compliance with the aforementioned titles.

(c) Staff Service Standards. The Contractor further agrees as follows:

1. The Contractor agrees to furnish prompt, safe, efficient, and courteous service adequate and reasonable for the established services at the Contract Area.

2. The Contractor agrees to furnish said service on a fair, equal, and on discriminatory basis to all users thereof.

3. The Contractor agrees that attendants shall wear appropriate attire and at all times shall present a neat and clean appearance. Such standards for attire shall be reviewed by the City.

4. The Contractor agrees to supervise attendants to ensure that they shall discharge their proper duties in a safe, courteous, and efficient manner to attain a high standard of safety and service to the public.

5. The Contractor agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it hereunder and to increase the same.

6. The Contractor agrees that employees involved in aquatic programs and activities have met the lifeguard and instructor minimum standards issued by the American Red Cross lifeguard and instructor certificate (or by any mutually agreed upon nationally acceptable standards). Aquatic staff certification will be available upon request by the City.

7. The Contractor agrees to provide the required number of lifeguards per square foot of water area as issued by the American Red Cross (or as issued by the YMCA Aquatics Certification as mutually agreed upon standards).

8. The Contractor agrees that any employee of Contractor, whether a full-time, part-time employee or trainee, and whether or not paid (volunteer), shall successfully pass a background investigation conducted by the Las Vegas Metropolitan Police Department or other appropriate law enforcement agency and conduct drug testing in accordance with the Contractor's policies and procedures.

C-11 Pool Operations

The Contractor will cooperate with the City to ensure that the heating of the pools will comply with air quality control standards. The Contractor will pay for the annual air quality control permit fees and inspection. The Contractor will only heat the outdoor pool during the seasonal period from Memorial Day through Labor Day. Should a third party request the rental and heating of the outdoor pool during the non-seasonal period, the YMCA will refer the third party directly to the City for consideration. With YMCA concurrence, not to be unreasonably withheld, the City may rent to the third party.

SECTION D – Special Clauses

D-1 Contracts Manager/Contractor Representative

(a) Within ten (10) days of Award Date, the City will designate in writing the Contracts Manager for this Agreement. The City will provide written notice to the Contractor, should there be a subsequent Contracts Administrator change. The Contracts Manager will be the Contractor's principal point of contact at the City regarding any matters relating to this Agreement, will provide all general direction to the Contractor regarding contract performance, and will provide guidance regarding the City's goals and policies. The Contracts Manager is not authorized to waive or change any material terms of the Agreement.

(b) Within ten (10) days of Award Date, the Contractor will designate in writing the Contractor Representative for this Agreement. The Contractor will provide written notice to the City, should there be a subsequent Contractor Representative change. The City has the right to assume that the Contractor Representative has full authority to act for the Contractor on all matters arising under or relating to this Agreement.

D-2 Obligations of the City

(a) Payment for Utilities. The City will be responsible for the payment of all costs associated with electric, gas, water, sewer, garbage disposal, basic telephone (except for long distance calls and special features), and utility transfer fees associated with all utilities, if any, reasonably necessary to operate the Center.

(b) Operations of Active Adult Wing. The City will provide services, materials, equipment to operate and manage active adult programming in the senior adult wing. Programs will include a mix of activities, classes and events that will be of interest to people 50 years of age and older. Examples of programs include fitness, computer classes, enrichment classes and continuing education classes. The Active Adult wing will also feature extended hours, along with weekend hours.

(c) General Maintenance and Repair. The City agrees to maintain the following in good repair and condition and to make all repairs thereto which may be reasonably necessary for this purpose:

1. Be responsible for the daily custodial needs of the Center except for the pool areas. The City will only provide up to two (2) full time equivalent maintenance personnel to provide the basic service level custodial service for the Center. If the Contractor requires additional services beyond the basic service level, the City will charge the Contractor for the additional costs. Basic service level custodial provides for a standard of cleanliness similar to other City facilities. It is the City's responsibility to address issues of cleanliness that may arise from community users of the facility. The City does not provide security service for the Contract Area.

2. Be responsible for the maintenance and repair needs of the Center, except for the pool areas. All regular, routine and daily maintenance duties and responsibilities shall be carried out by the City through a designated maintenance schedule.

3. Maintain the parking areas at the Center.

4. Maintain and care for all plantings within the Contract Area and grounds outside of the Contract Area of the Center.

5. Maintain the Facility Equipment that is used in the operation of the facility for its intended purpose such as air conditioning units, ceiling speakers, refrigerators, basketball backstops and lockers. The City will also maintain the Center HVAC units.

6. Make necessary repairs to the Center due to patent or latent building or pool defects.

7. Maintain artworks as set forth in Paragraph C-6(a) "Artwork Display and Maintenance".

D-3 Holidays

(a) The City recognizes the following legal holidays:

Martin Luther King's Birthday
President's Birthday
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veterans Day
Thanksgiving Day and Friday After
Christmas Day
New Year's Day

(b) The Contractor will close the Contract Area on the following legal holidays:

Labor Day
Thanksgiving Day
Christmas Day
New Year's Day

D-4 Computation of Time

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday. As used herein, "legal holiday" means a legal holiday recognized by the City on which the offices of the City are closed for City business.

D-5 Joint Use

(a) The Contractor and the City agrees to share use of the Contract Area for City Departments and Programs at no cost. The Contractor and the City will meet on a quarterly basis to schedule Programs and other activities. The City's Active Adult Center Programs will have first priority based upon space availability. The types of Programs and estimated hours as proposed

by the City's Active Adult Program are set forth in Attachment 2 "Joint Use." Other City Departments and functions will schedule their use through the City Contract Manager who will coordinate the dates with the Contractor's staff. Examples of the kinds of other uses that may arise include but are not limited to the following examples:

(i) Public Meetings set by the Mayor, City Council or City Manager's office to gain community input; and

(ii) Neighborhood Service Department meetings, officially recognized Neighborhood and Homeowner Associations, forums and health fairs; and

(iii) Planning Department meetings to discuss development issues with residents of Northwest Las Vegas; and

(iv) Meetings to inform the public about public safety issues, concerns or education by the Fire Department, Metro or other City Public Safety programs; and

(v) Intergovernmental meetings to discuss flood preparedness, transportation issues, land use, etc.

(b) The City will take care to schedule through the City Contract Manager/Contractor with as much advance notice as possible. Outside community organizations or entities will schedule directly through the Contractor and it will be the Contractor's discretion whether to rent space or provide space at no cost.

D-6 Furnishings, Fixtures, and Equipment.

(a) The construction program for the Center will include a certain amount of City procured FF&E a listing of which can be found in Exhibit C ("FF&E List"). In addition, \$400,000 will be provided to the Contractor as an allowance for it to procure additional FF&E prior to the opening. Any balance in excess of the \$400,000 allowance will be paid for by the Contractor through use of its own resources or fund-raising activities. The Contractor will furnish a list of proposed FF&E to the City for approval prior to purchase or lease. All FF&E purchased with City funds remains the property of the City. The Contractor cannot remove, alter, or dispose of any City funded FF&E without consent of the City.

(b) The Contractor has the right to choose the best method of finance to procure FF&E, whether through purchase or lease. The Contractor further agrees to take good care of such FF&E, to keep the same in good order and condition, and at Contractor's own cost and expense to promptly make all necessary repairs, replacements, and renewals to said FF&E. The Contractor shall have no right to waste, destroy, demolish, or remove the FF&E except as specifically provided for in this Agreement or otherwise approved in writing by City. Any and all other fixtures, furnishings and equipment and other personal property purchased at Contractor's expense and placed in, on, or about the Center shall be the Contractor Furnished Equipment.

(c) In the event this Agreement is terminated pursuant to Section E termination provisions, the City at its discretion, may assume the obligations of any leases for FF&E.

D-7 Subcontracting/Teaming/Partnering

(a) With prior City approval, the Contractor will be permitted to subcontract, team, or partner with other non-profit organizations that would be given responsibility for operating certain functions within the Contract Area. The form of any such subcontract or agreement would be required to take the same form as the basic contract and would have to be in full compliance with the RPP Act.

(b) In accordance with the requirements of the RPP Act, the City would retain approval rights for the programs and fees of subcontractors as if they were the Contractor's and the approval process would be the same as for the Contractor. The City would also retain the right to direct the Contractor to terminate any subcontracts. The City would hold the Contractor responsible and liable for the actions or inactions of its subcontractors or partners.

D-8 Good Faith and Cooperation

It is agreed by the City and the Contractor that it is in their mutual best interests and in the best interest of the public that the Center be operated and managed as herein agreed and, to that end, the parties shall in all instances cooperate and act in good faith in compliance with all of the terms, covenants, and conditions of this Agreement and shall deal fairly with each other.

D-9 Approvals by City and Contractor

Where ever in this Agreement the approval of the City or the Contractor is required, such approval shall not be unreasonably withheld.

SECTION E – General Clauses**E-1 Legal Notice** [CAO-6/5/02]

(a) All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
 Manager, Purchasing and Contracts
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986
 Fax: (702) 384-9964

FOR THE CONTRACTOR: Young Men's Christian Association of Southern Nevada
 Attn: CEO
 4141 Meadows Lane
 Las Vegas, Nevada 89107

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, change orders over \$25,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.

(e) Routine correspondence should be directed to the Project Manager or the Contractor Representative, as appropriate.

E-2 Licenses/Registrations and Other Governmental Permits

(a) During the entire performance period of this Agreement, the Contractor shall maintain all federal, state, and local licenses and registrations applicable to the work performed under this Agreement.

(b) The Contractor shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City or any other governmental entity for the Contract Area, including the Clark County Health District. The City shall exercise its best efforts to provide all assistance to the Contractor in securing these permits.

E-3 Disputes [CAO-6/5/02]

(a) For each claim or dispute arising between the parties under this Agreement, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Contractor, the Contractor shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Contractor as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Contractor in the notice of intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) In the event that arbitration is originated by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Agreement and the venue for purposes of such litigation or arbitration shall be in the City.

E-4 Notice of Delay [CAO-6/5/02] R

(a) Should the timely performance of this Agreement be jeopardized by the non-availability of City provided personnel, data, or equipment, the Contractor immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Contractor in writing of the action which will be taken to remedy the situation. Should the City fail to provide a timely response, then the City will pay for additional costs incurred by the Contractor to perform to the terms and conditions of this Agreement.

(b) The Contractor shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Contractor's failure to perform. Notice shall be provided as soon as the Contractor is aware of the situation; however, such notice shall not relieve the Contractor from any existing obligations regarding performance or delivery.

E-5 Termination for Convenience [CAO-6/5/02] R

(a) In the event that, after working in good faith and with due diligence, either City or Contractor shall conclude that it cannot reach agreement on terms for the Agreement acceptable to it that will satisfy BLM-imposed conditions, in which case this Agreement will terminate on such date as either City or Contractor may specify upon ninety (90) days written notice to the other.

(b) The City shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, the Contractor shall terminate all work and take all reasonable actions to mitigate expenses. The Contractor shall submit a written request for incurred costs for services performed and equipment

purchased through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Contractor within thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Contractor. The City is not liable for the reimbursement of deferred revenue gained through membership sales.

E-6 Termination due to Governmental Action

In the event any governmental authority takes any action which inhibits or adversely affects the Center, or if a portion of the Center shall be acquired or condemned under threat of eminent domain or any other governmental power, or if any governmental authority takes any action which causes or substantially contributes to a reduction in the use of the Center, either party shall have the right to terminate this Agreement by giving ninety (90) days written notice to the other party or continue its operations on the balance of the location, if any, if mutually agreed to by both parties. Remedies available to the Contractor are the same as those set forth in Paragraph E-5 (b) above.

E-7 Condemnation Award

(a) The Contractor hereby covenants and agrees that should the Contract Area or any part thereof or interest therein be taken or damaged by reason of any public improvement or condemnation proceeding or in any other manner ("Condemnation") or should the Contractor receive any notice or other information regarding such proceeding, the Contractor shall give prompt written notice thereof to the City.

(b) The City shall be entitled to all compensation, awards, and other payments or relief therefore and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceeding. The City shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds (the "Proceeds") are hereby assigned to the City, and Contractor agrees to execute such further assignments of the Proceeds as the City may require.

(c) In the event any portion of the Center is so taken or damaged, the City shall have the option, in the City's sole and absolute discretion, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney fees incurred by the City in connection with such Proceeds, to apply such Proceeds to the restoration of the Center upon such conditions as the City may determine.

(d) Remedies available to the Contractor are the same as those set forth in Paragraph E-5 (b) above.

E-8 Termination of the RPP Act Lease/Patent

In the event the RPP Act Lease/Patent is terminated or relinquished, this Agreement shall also be terminated. The City shall be responsible for notifying the Contractor of impending termination or relinquishment. Remedies available to the Contractor are the same as those set forth in Paragraph E-5 (b) above.

E-9 Termination for Default

(a) Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, connection, or remedy with reasonable diligence and during any period of curing shall not be in default. The party claiming default shall give written notice of default to the party in default

specifying the default complained of. Except as required to protect against further damages and except as otherwise expressly provided in Paragraphs E-9(e) and E-9(g) below of this Agreement, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice, said thirty (30) days constituting the period to cure any default. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

(b) Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

(c) It is expressly understood and agreed that each of the covenants, promises, stipulations, and agreements of the parties hereto are an integral and indivisible part of the mutual consideration given by each of the parties to this Agreement and that each covenant, promise, stipulation, and agreement of the parties shall be deemed and construed as material. It is further understood and agreed that failure, refusal or neglect for any reason whatsoever of either party to perform any of the covenants, promises, stipulations, or agreements to be performed by that party pursuant to the terms and provisions of this Agreement shall constitute a material default on the part of that party, giving to the other party the right to exercise each and every of its remedies reserved in or under, or otherwise the right to enforce, this Agreement in accordance with the provisions of this Paragraph E-9 (c) and other provisions relating to default in this Agreement.

(d) Damages. If the Contractor or the City defaults with regard to any of the provisions of this Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured or commenced to be cured by the defaulting party within thirty (30) days after service of the notice of default, the defaulting party shall be liable to the other party for any damages caused by such default.

(e) Specific Performance. If the Contractor or the City defaults under any of the provisions of this Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured by the defaulting party within thirty (30) days of service of the notice of default, the nondefaulting party, at the nondefaulting party's option, may institute an action for specific performance of the terms of this Agreement or for other equitable relief.

(f) Termination by the Contractor. In the event the City is in breach of this Agreement, which breach is not cured within the cure period set forth in Paragraphs E-9(a) and E-9(e) of this Agreement, the Contractor, at the Contractor's option, may declare this Agreement terminated by providing written notice to the City.

(g) Remedies by the City. If the City terminates this Agreement for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Contractor shall be liable to the City for any excess costs for those services or goods. However, the Contractor shall continue the work not terminated. Upon such termination, the City shall be entitled to receipt of the proceeds available from the Operating Reserve in place and as described in Paragraph B-5 of this Agreement.

(h) The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises from circumstances beyond the control and without the fault or negligence of the Contractor. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. The time of performance of the Contractor's obligations under this Agreement shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not

exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Agreement pursuant to the terms of Paragraph E-5, "Termination for Convenience".

(i) Either party may terminate this Agreement, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(j) The City retains the right to terminate for default should the Contractor fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety after the Contractor has been given thirty (30) days to cure any of these conditions.

E-10 Rights and Remedies Are Cumulative; Nonrecourse

(a) Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

(b) Notwithstanding anything to the contrary contained in this Agreement, the City's recourse and security for those obligations shall be to terminate this Agreement or to seek damages or specific performance pursuant to Paragraphs E-3, E-4 and E-9 of this Agreement.

(c) Notwithstanding the foregoing, it is expressly agreed that the foregoing provisions shall not limit the Contractor's liability for:

1. Fraud or intentional misrepresentation made in, as an inducement for, or in connection with this Agreement;

2. Failure to pay taxes or assessments or to pay charges for labor, materials, or other obligations, which failures result in the creation of liens against any portion of the Center;

3. The misapplication of:

- a. The proceeds of any insurance covering any portion of the Center, but only to the extent the proceeds are so misapplied, or

- b. Misappropriation of Center funds or fees; or

4. Conversion of City FF&E Agreement.

E-11 Insurance/Bonds

(a) The Contractor shall procure and maintain continuously in effect during the term of this Agreement policies of insurance of the kind and amount as follows for the Contract Area:

1. The Contractor shall procure and maintain insurance of the kind and amount sufficient to cover any liability of the Contractor under the Industrial Insurance laws, NRS Chapter 616, of Nevada.

2. The Contractor shall procure and maintain comprehensive or commercial general liability insurance, including broad form endorsement and stop-gap (employer's liability endorsements) in minimum amounts of Two Million Dollars (\$2,000,000) per occurrence and Ten Million Dollars (\$10,000,000) annual aggregate combined single limit for personal injury, including

death, and for property damage. Coverages thereunder shall include premises and operations liability, contractual liability, personal injury, owner's and contractors' protection, elevator liability, employer's liability, projects and completed operations coverage.

3. The Contractor shall also maintain business interruption or rental loss insurance (or the functional equivalent) in an amount which covers not less than twelve (12) months of the revenues attributed to the Center for a term that matches the term of the loan.

4. The Contractor shall procure and maintain auto liability insurance for claims for damage because of bodily injury or death of any persons or property, damage arising out of the ownership, maintenance or use of any motor vehicles of Contractor whether owned, hired or non-hired in an amount no less than One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury and property damage.

5. The Contractor shall procure and maintain products liability insurance in minimum limits of Two Million Dollars (\$2,000,000) for injury to or death of any one person; Two Million Dollars (\$2,000,000) for each accident or occurrence; Two Million Dollars (\$2,000,000) aggregate products for bodily injury liability, Two Million Dollars (\$2,000,000) for each accident or occurrence; and Two Million Dollars (\$2,000,000) aggregate products property damage liability.

6. Employee Dishonesty The Contractor agrees to furnish an Employee Dishonesty Bond held by a company approved by the City, indemnifying the City against any dishonest acts of the Contractor or any of its employees, officers, or directors, individually or in collusion with others, which bond shall be in the amount of not less than Fifty Thousand Dollars (\$50,000) for all key financial officers or employees and Twenty-five Thousand Dollars (\$25,000) for all other employees.

(b) The City shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the Contractor'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 Contractor, 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.

(c) The City, the BLM and their officers, employees, and volunteers must be expressly covered as insured with respect to liability arising out of activities by or on behalf of the named insured in connection with the performance of this Agreement, excluding professional liability insurance.

(d) The Contractor's insurance shall be primary as respect to City, its officers, employees and City designated volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees, and volunteers shall be excess over the insurance required of the Contractor and shall not contribute with it.

(e) 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.

(f) Certificates indicating that such insurance is in effect shall be delivered to the City and the BLM within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The Contractor shall maintain coverage for the duration of this Agreement. The Contractor shall annually provide the City and the BLM with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Contractor 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.

(g) Should the Contractor fail to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to the Contractor.

E-12 Indemnification

(a) In addition to the insurance requirements set forth in Paragraph E-11, "Insurance/Bonds", Contractor agrees to indemnify, save harmless and defend the City and the BLM from and against any and all claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon the purported or asserted by virtue of the Contractor's management, operation and maintenance of the Contract Area. The City and the BLM shall not assume or be responsible for any indebtedness of Contractor. The Contractor shall conform to all safety regulations, i.e., O.S.H.A. and N.O.S.H.A. and requirements covering such premises in effect at any time during the performance of the Agreement. The Contractor agrees to take all necessary steps and precautions to prevent accidents and preserve the life and health of its employees performing or in any way coming in contact with performance of this Agreement on such premises. The City will indemnify the Contractor from all loss and damage in any way sustained by it or them by reason of the performance of this Agreement for the Non-Contract Areas.

(b) Contractor agrees to indemnify and save harmless the City, the BLM, as well as its officers, employees and other persons lawfully present at the Contract Area, from all loss and damage in any way sustained by it or them by reason of the performance of this Agreement by the Contractor. In the event that the City, or the BLM, its officers, employees or other persons lawfully present at the Contract Area shall be required to pay damages, judgments or workmen's compensation to any person, partnership or corporation on account of injury or death of persons or damage to or loss of property of any kind by reason of Contractor's performance of this Agreement, or by reason of any negligence of the Contractor with regard thereto, or otherwise, causing or contributing to such injury, death, loss or damage, Contractor agrees to reimburse the City, or the BLM, its officers, employees or other persons lawfully present at the Contract Area for any and all payments made by it or them by reason of any said matters, and Contractor agrees to pay for all loss of or damage to property belonging to the City or the BLM or in its custody or under its control resulting from any of said causes; and in the event that any suit, action or other proceeding shall be brought against the City or the BLM, or its officers, employees or aforementioned other person arising as aforesaid, Contractor agrees, upon receipt of written notice within a reasonable time after the commencement of said suit, action or other proceeding to defend the same at Contractor's own cost and expense, and to pay the amount of any verdict of judgment rendered thereon.

(c) By accepting this Agreement, the RPP Act lease, and the eventual patent, the City and the Contractor agree that if at any time after lease/conveyance of this Land, any condition on the Land is discovered which results in or from: (1) Violations of federal, state, and local laws and regulations which are now, or may in the future become applicable to the leased/patented real property; (2) Judgments, claims or demands assessed against the BLM; (3) Costs, expenses, or damages incurred by or assessed against the BLM; (4) Releases or threatened releases on, into or under the Land, property, or other interests of the BLM of solid waste or hazardous substances or hazardous wastes as defined by federal or state law; (5) Other activities by which solid or hazardous substances or wastes, as defined by federal and state law were generated, released, stored, used or otherwise disposed of on the leased/patented Land and any clean-up, response action, remedial action, natural resource damage or other actions related in any manner to said solid or hazardous substances or wastes; (6) Any and all site conditions, whether known or unknown to the City, the Contractor or BLM at the time of the lease/patent resulting from or relating to mining activities including but not limited to surface, or subsurface disturbance, hazards such as open shafts and underlying tunnels, structures, mining equipment or

improvements; the City shall immediately take all actions necessary to abate the condition and respond as necessary. Further, the City, subject to the limits of NRS 41, and the Contractor shall indemnify, defend and hold harmless the BLM from any costs, damages, claims, liabilities and judgments resulting from any such condition or activities. This covenant shall be construed as running with the real property covered by this Agreement, and may be enforced by the BLM in a court of competent jurisdiction.

(d) Nonliability of City Officials and Employees. No member, official or employee of the City or the BLM shall be personally liable to the Contractor in the event of any default or breach by the City or the BLM, or for any amount which may become due to the Contractor or on any obligations under the terms of this Agreement.

E-13 Assignment [CAO-6/5/02]

Neither party may assign their rights nor delegate their duties under this Agreement without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Agreement.

E-14 Waiver [CAO-6/5/02]

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of the City or Contractor to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

E-15 Taxes/Compliance with Laws [CAO-6/5/02] R

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Contractor shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Agreement. The Contractor shall make any and all payroll deductions required by law. The Contractor agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Contractor in the performance of the obligations of this Agreement shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

(c) The Contractor shall pay when due any applicable personal property taxes and assessments assessed and levied upon the Contractor throughout the term of this Agreement. Nothing herein contained shall be deemed to prohibit the Contractor from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to the Contractor with respect thereto; provided, such contest does not subject the Center or Common Area or any portion thereof to forfeiture or sale. Contractor shall collect and pay any applicable taxes including, but not limited to, sales and/or use taxes, excise taxes and payroll taxes which may arise by reason of the performance of this Agreement and be assessed by the BLM Government, any state government or any other governmental body.

E-16 Audit of Records

(a) The Contractor 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 five (5) years after completion of this Agreement and any subsequent extensions thereof. All records subject to audit findings shall be retained for five (5) years after the end of each year of this Agreement. The books of account and records shall reflect all expenses and revenues associated with the Center. All databases for such purpose will be maintained by the Contractor, and Contractor shall assure that adequate hard copies and data backups are done on a routine basis and stored on an approved media. There will also be a requirement for the submission of various monthly and annual reports, to include financial reconciliation and variance reports.

(b) In the event the Contractor goes out of existence, the Contractor 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.

(c) The Contractor agrees to permit the City or the City's designated representative(s) 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 and/or transcribe any information that the City desires concerning Contractor's operation hereunder. The Contractor further understands and agrees that said inspection and audit would be exercised upon written notice. If the Contractor or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, Contractor agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representative(s) find that the records and books delivered by the Contractor are incomplete, the Contractor agrees to pay the City or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the Contractor's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Contractor further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

(d) If, at any time during the term of this Agreement, or at any time after the expiration or termination of the Agreement, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Contractor, the Contractor agrees that the difference shall be either: (a) repaid immediately by the Contractor to the City or (b) at the City's option, credited against any future billings due the Contractor.

(e) Annual Statements and Audit. The City shall include the Center and this Agreement as part of the City's annual statement and audit. Such annual statement and audit will be prepared after the close of the City's fiscal year (June 30).

(f) The Contractor also has the right, upon reasonable notice, to inspect the books and records of the City pertaining to the Center as pertinent to the purposes of this Agreement.

(g) During the term of this Agreement, the City, at its discretion, may conduct an inspection of the Contractor's services at the Contract Area without charges or fees. The audit may be conducted by City staff or its designated auditors. The audit may include, but not limited to, inspections for Contractor's compliance with the provisions of this Agreement and the RPP Act, including all maintenance requirements and or the Land or to comply with laws, orders or requirements of governmental authority to take all steps as may be necessary or desirable for the safety, protection or preservation of the Contract Area or the Land or as may be necessary or desirable for the operation or improvement of the Contract Area. In addition, the City may conduct

a review of the physical facility of the Contract Area and examination of the program in place for the replacement of capital equipment, the need for additional investment, and other aspects dealing with the physical facilities of the Contract Area. The auditor shall issue a written report, which shall be contemporaneously delivered and considered by both parties.

E-14 Agreement Not a Tenancy and Independent

Nothing in this Agreement shall be construed as creating a tenancy between the City and the Contractor. The parties acknowledge that this Agreement does not constitute a lease of the location, and City assumes no responsibility for taxes, repairs, or upkeep of the Contract Area except for those maintenance obligations set forth in Paragraphs C-3 "Contractor Maintenance Obligations" and C-4 "Repairs, Alterations and Damage." In the performance of services under this Agreement, the Contractor and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Contractor shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Agreement. The City shall hold the Contractor as the sole responsible party for the performance of this Agreement. The Contractor shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by the Contractor shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-15 Severability [CAO-6/5/02]

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

E-16 Conforming Services [CAO-6/5/02]

The services performed under this Agreement shall conform in all respects with the requirements set forth in this Agreement. It shall be the responsibility of the Contractor to furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Agreement.

E-17 Modification/Amendment [CAO-6/5/02]

This Agreement shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Agreement shall be null and void, and may not be relied upon by either party.

E-18 Section and Paragraph Headings [CAO-6/5/02]

The section and paragraph headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-19 Conflict of Interest (City Officials) [CAO-6/5/02]

(a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or

indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the City may immediately terminate this Agreement for default or convenience, based on the culpability of the parties.

(c) The Contractor represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Contractor on Attachment 3, "Certificate – Disclosure of Ownership/Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-20 Integration [CAO-6/5/02]

This Agreement represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

E-21 Public Records [CAO-6/5/02]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-22 Confidentiality – City Information [CAO-6/5/02]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Contractor is confidential and privileged. The Contractor shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Contractor shall have the right to use any such confidential information only for the purpose of providing the services under this Agreement, unless the express prior, written consent of the City is obtained. Upon request by the City, The Contractor shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Contractor prior to obtaining the same from the City; (iii) the information is obtained by the Contractor from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Contractor shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Agreement.

E-23 Limitation of Funding [CAO-6/5/02]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

E-24 Obligation to Refrain From Discrimination

The Contractor covenants by and for itself and any successors in interest that there shall be no discrimination against any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, disability, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Contract Area nor shall the Contractor itself or any person claiming under or through the Contractor establish or permit any such practice or practices of discrimination with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sub lessees, or vendees of the Contract Area. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

E- 25 Warranty against Payment of Consideration for Agreement

The Contractor warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as for architects, engineers and attorneys.

E – 26 No Third-Party Beneficiary

The provisions of this Agreement are for the exclusive benefit of the City, the Contractor and their successors and assigns, and are not for the benefit of any third person; nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person except for provisions expressly for the benefit of a mortgagee or lender of the Contractor or its successors and assigns.

E- 27 Parties in Interest

All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and by their respective successors in interest.

E- 28 Contracts and Agreements

All equipment leases and financing agreements, and all contracts and agreements relating to the operation of the Contract Area entered during the Agreement term shall be entered by the Contractor as the contracting party. The Contractor shall not enter any contract or agreement relating to the operation or maintenance of the Contract Area which extends beyond the Term of this Agreement or which is not terminable on thirty (30) days notice in the event of termination under the terms of this Agreement.

E- 29 Order of Precedence

In the event of a conflict between the specific language set forth in Sections A through E of this Agreement and any Attachment or Exhibit set forth in Section F, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this Agreement:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	Statement of Work [Paragraph C-1]	03/07	2
Attachment 2	Joint Use Conditions [Paragraph D-5]	02/07	1
Attachment 3	Certificate – Disclosure of Ownership/Principals [Paragraph E-19(c)]	03/07	7
Exhibit A	Site Map	12/06	1
Exhibit B-1	The Building	12/06	1
Exhibit B-2	Adjoining Pool	12/06	1
Exhibit C	Description of the Contract Area with FF&E List	12/06	3

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, Acting City Clerk

APPROVED AS TO FORM:

Thomas R. Green 3/7/07
Thomas R. Green Date

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SOUTHERN NEVADA

MICHAEL A. LUBBE, President

"Contractor"

Attachment 1**Summary Statement of Work**

1. **Non-Discrimination.** Ensure that the Contract Area is available to the general public without discrimination as to age, race, creed, religion, sex, marital status, national origin, political affiliation, physical handicap or ancestry.
2. **Preoperational Services.** Perform certain services prior to the Contract Area's opening. These duties shall begin not more than 60 days before the operational date and shall include actions related to: a) staffing, b) planning, c) programming, and d) procuring necessary furnishings, fixtures, and equipment. However, occupying or furnishing the Contracted Area is not allowed prior to the effective date of the construction certificate of occupancy.
3. **Operating Hours.** Ensure that the Contract Area is operational for all days and hours as agreed to with the City and that special attention is paid to after-school care and Track Break needs of the community.
4. **Staffing.** Provide professional, competent staffing to the Contract Area to include: a) a General Manager whose sole responsibility will be management of the Contract Area and who may not be replaced without the City's prior approval of the replacement, b) adequate managerial and supervisory personnel to ensure presence of a manager or supervisor during all hours of operation, and c) all other full and part-time staff to operate the Contract Area during all proposed hours of operation. The Operator will also be responsible for maintaining satisfactory standards of employee competence, conduct, and integrity, and for taking such disciplinary action with respect to its employees as is necessary to ensure efficient operation of the Contract Area.
5. **Headquarters Support.** Provide appropriate expertise and support from the Operator's headquarters, to include quality assurance, corporate accounting and bookkeeping, staffing and planning assistance.
6. **Supplies.** Provide all supplies as are reasonably necessary to operate and maintain the Contract Area. However, the City will supply all maintenance and custodial supplies per Paragraph D-2.
7. **Warranty Enforcement.** Become familiar with all elements of the building warranties and promptly notify the City of any deficiencies covered by warranties.
8. **Equipment Inventory.** Establish and maintain a complete, electronic inventory of all City-owned property located at the Contract Area. Ensure that FF&E procured with City funding is accounted for as City property.
9. **Vandalism/Damage Reporting and Repair.** Within one (1) business day of occurrence, report to the City's Contracts Manager all damage to the Contract Area which occurs by vandalism or from other causes.
10. **Security.** Develop, institute and maintain a City-approved Security Plan that provides adequate security to ensure the safety of all Contract Area patrons and staff, and of the facility. Pay for monthly security and fire alarm maintenance expenses.
11. **Safety.** Develop, institute and maintain a City-approved Safety Program throughout the entire performance period of the Contract.

12. Vending Area. Contract Area As a non-profit organization, the Contractor will be responsible for obtaining vending concession services and will retain all proceeds from sales.
13. Purchasing Support. Furnish purchasing and subcontracting services necessary to support the requirements of the Contract Area. During the pre-operational period, procure and install all necessary furnishings, fixtures and equipment for the Contract Area except those which will be provided through the construction budget.
14. Consumer Complaints. Ensure that consumer complaints are handled expeditiously and courteously.
15. Taxes. Make payment of all applicable federal, state, and local taxes, including payroll taxes, which are related to Contract performance and for which the Contract Area and/or the Contractor are responsible.
16. Marketing. Perform marketing, promotional and fund raising activities.

Attachment 2

JOINT USE

Anticipated Schedule for the use of the various rooms in the YMCA section of the building by the Centennial Hills Active Adult Center, Recreation Division and other City departments/programs.

One of the two Gyms (prefer exclusive use during these times but this can be negotiated):

2 days a week in the morning for 2 hours for Pickle ball or Volleyball

2 days a week in the early afternoon for 2 hours for Badminton or basketball

1 day a week in the early evening (7-8 or 6-7) for an active adult sports evening

Weight room (not exclusive use by the Active Adult Center: All participants must be enrolled in a weight training class through the Active Adult Center. Participants will meet in the Active Adult Center and go with their instructor or staff to the weight room.

5 days a week for one hour from 10-11

5 days a week for one hour from 6-7 or 7-8.

Indoor Pool (prefer exclusive use but this can be negotiated):

5 days a week for one hour from 9-10 for water aerobics, lap swimming

5 days a week for one hour from 6-7 or 7-8 for water aerobics, lap swimming

Dance Room (exclusive use for classes):

2 days a week for 2 hours in the morning for dance classes

2 days a week for 1 hour in the afternoon

2 days a week for 1 hour in the early evening (6-7 or 7-8)

Saturday mornings for 2 hours (10-noon)

Storage room by the shell room

The Active Adult Center will use this storage area in lieu of the area by the gym.

Assumptions:

1. Active Adult Center staff will program classes at least 3 months in advance and work with the YMCA staff on scheduling.
2. Days of the week to be modified based on when people want to take a class. Any class that does not hit a minimum enrollment will be cancelled and the room released for other uses by the YMCA. If a class time slot is dropped and the time slot is given back to the YMCA, it is understood it is only for the remainder of the three month period covered by the current 3 month scheduling period. It is further understood that staff will work to develop other classes or activities that will use the time slot for the cancelled class.
3. The Adult Community Center and other City departments may from time to time request the use of larger classrooms, conference rooms, etc. for various functions. Examples could include but are not limited to larger holiday luncheons, town hall meetings, educational forums, etc.
4. If any participant of the Active Adult Community Center desires to use any of the joint-use rooms outside of the scheduled class times, they will need to get a YMCA membership to do so.

City Departments will request to use rooms within the Portion of the YMCA from time to time for special events, meetings or other functions. Examples of these uses include but are not limited to the following: Meetings set by either the Mayor, City Council members, Neighborhood Services, Planning Department public hearings, meetings for other City Departments, Intergovernmental meetings, health fairs, etc. These uses will be scheduled through the City contract administrator assigned to oversee the contract.

ATTACHMENT 3

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
YMCA of Southern Nevada
Name
4141 Meadows Ln., Las Vegas, NV
Address
702-877-9622
Telephone
88-0659266
EIN or DUNS

Block 2 Description
Subject Matter of Contract/Agreement
Operation and Management Services
Of Centennial Hills Community Center
RFP#060085

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See attached Board of Directors list		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 5

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Michael Kappel

Name

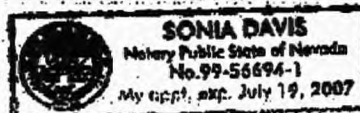
3/6/07

Date

Subscribed and sworn to before me this 6th day of

March, 2007

Sonia Davis
Notary Public



**YMCA OF SOUTHERN NEVADA
BOARD OF DIRECTORS**

2/07

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>FAX</u>
Arboleda, John	A-Team Mortgage 2340 Paseo Del Prado D304 Las Vegas, NV 89102 Santo19@aol.com	221-7002	221-8002
Arnold, Ryan	The Skancke Company 3225-B S. Rainbow #204 Las Vegas, NV 89146 Ryan@skancke.net	870-7068	474-4606
Balzar, Robert	Pinnacle Homes 8997 Opus Drive Las Vegas, NV 89117 rbalzar@cox.net	233-6523 (H) 232-9297 (C) 228-0720, Ext 31	228-5895
Benjamin, Michael Past Chairman	Benjamin Enterprises 2300 W. Sahara Avenue, #1130 PMB33 Las Vegas, NV 89102 mikebenjamin@mac.com	248-6334 499-7404 C	248-0922
Bradley, Larry	Pro Group Management 175 East Reno, #C-9 Las Vegas, NV 89119 larryb@saveoncomp.com	740-4380	740-4381
Brennan, Leo	Cox Communications 121 S. Martin Luther King Blvd Las Vegas, NV 89106 Leo.brennan@cox.com	545-1010 545-1011 Cheryl	383-0614 545-2011

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>FAX</u>
Campbell, Steven	Campbell Development Company 7912 West Sahara Avenue Las Vegas, NV 89117 scampbell@campbelldevelopmentco.com	835-0900	835-0911
Crawford, Rick	Green Valley Grocery 1580 S. Jones Blvd. Las Vegas, NV 89146 rcrawford@gvgrocery.com	367-1539 367-0056	216-2150
De Tristan-Tait, Katherine	Nevada Rose, LLC 1945 Hobson Drive Henderson, NV 89074 kdetristan@sencenectar.com	491-8381	
Evans, Sean	WAL * MART District Manager Store 2837 4350 N. Nellis Blvd. Las Vegas, NV 89115 spevans@wal-mart.com	643-1417	643-6053
Fleming, Allan	General Manger Las Vegas Review-Journal P.O. Box 70 1111 W. Bonanza Road Las Vegas, NV 89125-0070 allan_fleming@lvj.com	383-0236	383-0402

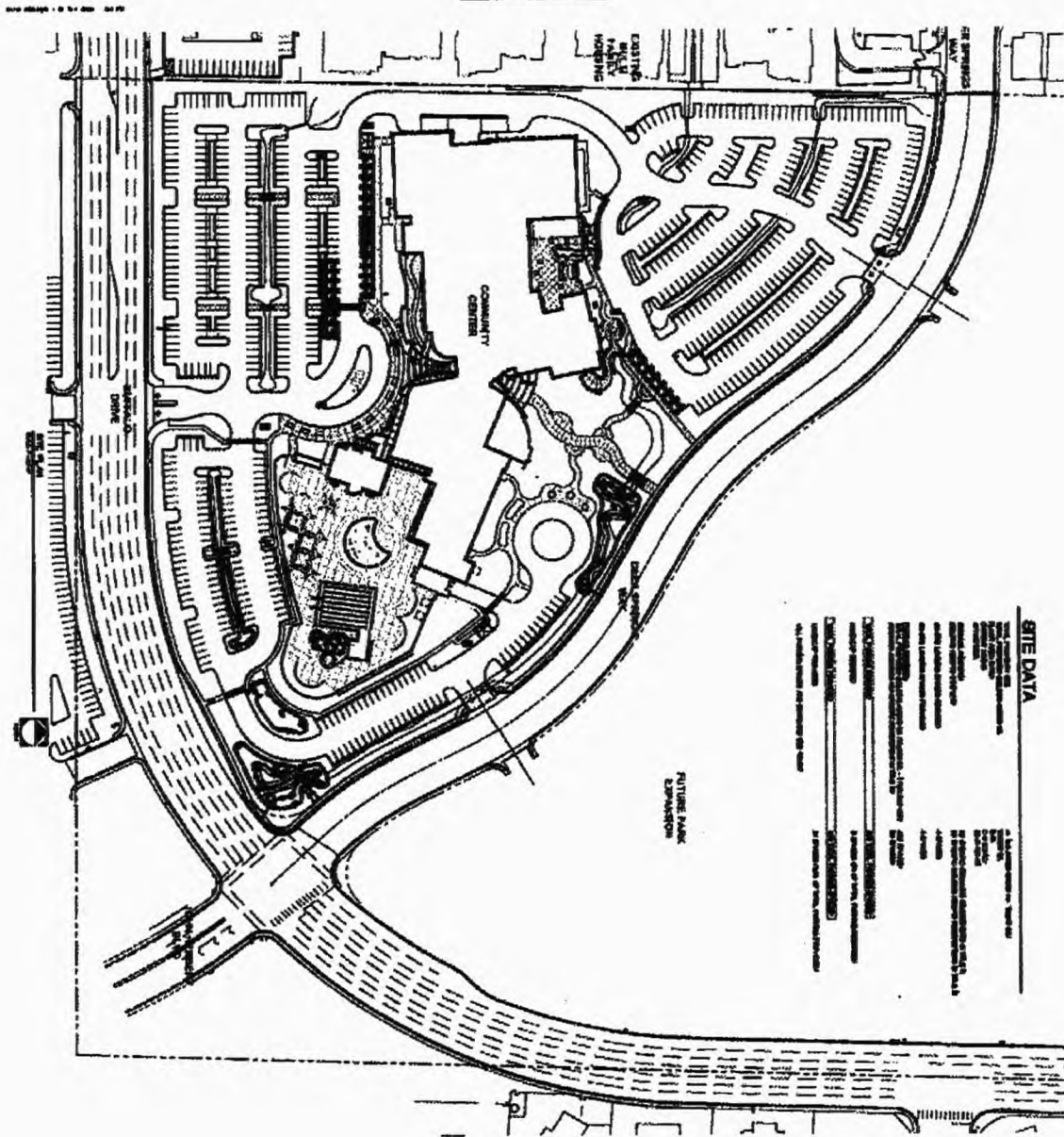
<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>FAX</u>
Fraim, Richard	87 Princeville Lane Las Vegas, NV 89113 dfraim@cox.net	367-9610 592-8623 C	365-9831
Haller, Karen	Assistant General Counsel Southwest Gas Corp. 5241 Spring Mountain Road Las Vegas, NV 89150 karen.haller@swgas.com	364-3191	252-7283
Heinrich, Greg	President Fairway Chevrolet 3100 E. Sahara Avenue Las Vegas, NV 89104 gwhceo@aol.com	641-1401 558-2455 Henderson	641-8037
Jansen, William D.	Justice of the Peace Clark County Court 200 Lewis 8 th Floor Las Vegas, NV 89155 shros@co.clark.nv.us	671-3381	671-3472
Kakish, Husam	Mandalay Bay 499 Petal Dew Avenue Las Vegas, NV 89123 hkakish@mgmmail.com	632-7173 400-7313 Cell	632-7179
Little, Martin Secretary	Jolley, Urga, Wirth & Woodbury 3800 Howard Hughes Parkway 16 th Floor Las Vegas, NV 89109 MAL@JUWW.com	699-7500 699-7516	699-7555

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>FAX</u>
Martin, Rod	Majestic Realty 4155 W. Russell Road, #C Las Vegas, NV 89118 rmartin@majesticrealtv.com	896-5564	896-4838
Martinez, Jeff Treasurer	Martinez & Payan LLC 8691 W. Sahara Avenue, #180 Las Vegas, NV 89117 jeff@martinezpayan.com	524-9529 853-2580	255-3622
McMahon, Steven	EMBARQ VP Regional Operations 330 S. Valley View Blvd. Las Vegas, NV 89152 Steve.mcmahon@embarq.com	244-7126	244-7378
Ostendorf, Roger Chairman	Desert Shore Tile 4141 Wagon Trail Las Vegas, NV 89118 roger@desertshoretile.com	221-2262	221-2264
Peterson, Brad	Senior Vice President CB Richard Ellis 3993 Howard Hughes Parkway, #700 Las Vegas, NV 89109 Brad.Peterson@cbre.com	369-4809	794-0144
Sauter, Patrick	Partner The Sauter Companies 10161 Park Run Drive #140 Las Vegas, NV 89145 psauter@thesautercompanies.com	383-3383 Ext. 1	252-0139

Board of Directors
Page 5

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>FAX</u>
Schroeder, Julie	American Family Insurance 6775 Edmond Street #300 Las Vegas, NV 89118 Jschrøe7@amfam.com	733-5820	733-5958
Seedig, Larry	USAA Savings Bank 3773 Howard Hughes Parkway #190N Las Vegas, NV 89109 larry.seedig@usaa.com	862-8891	862-8890
Velarde, Jerry	Nevada Financial Consulting 601 Proud Eagle Lane Las Vegas, NV 89144 JerryVelarde@gmail.com	562-0500 521-9600	243-2271
Watkins, Michael	KLAS TV Channel 8 3228 Channel 8 Drive Las Vegas, NV 89109 mwatkins@klastv.com	792-8842	734-7437
Wood, Marty	Robertson Wood Advertising 521 South Seventh Street Las Vegas, NV 89101 mwood@robertsonwood.com	947-7777	933-1260

EXHIBIT A



SITE DATA

Project Name	Centennial Hills Community Center
Project Number	060085
Client	City of Las Vegas
Location	Centennial Hills
Site Area	1.5 Acres
Building Area	10,000 sq. ft.
Parking Area	150 Spaces
Landscaping Area	0.5 Acres
Water Features	None
Other Features	Future Park Exhibition

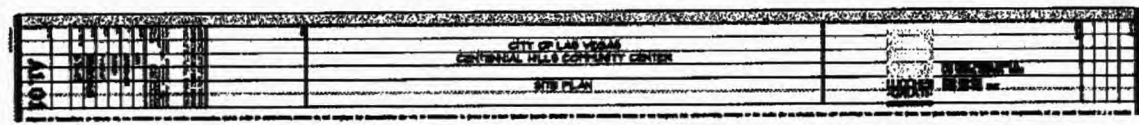


EXHIBIT B1

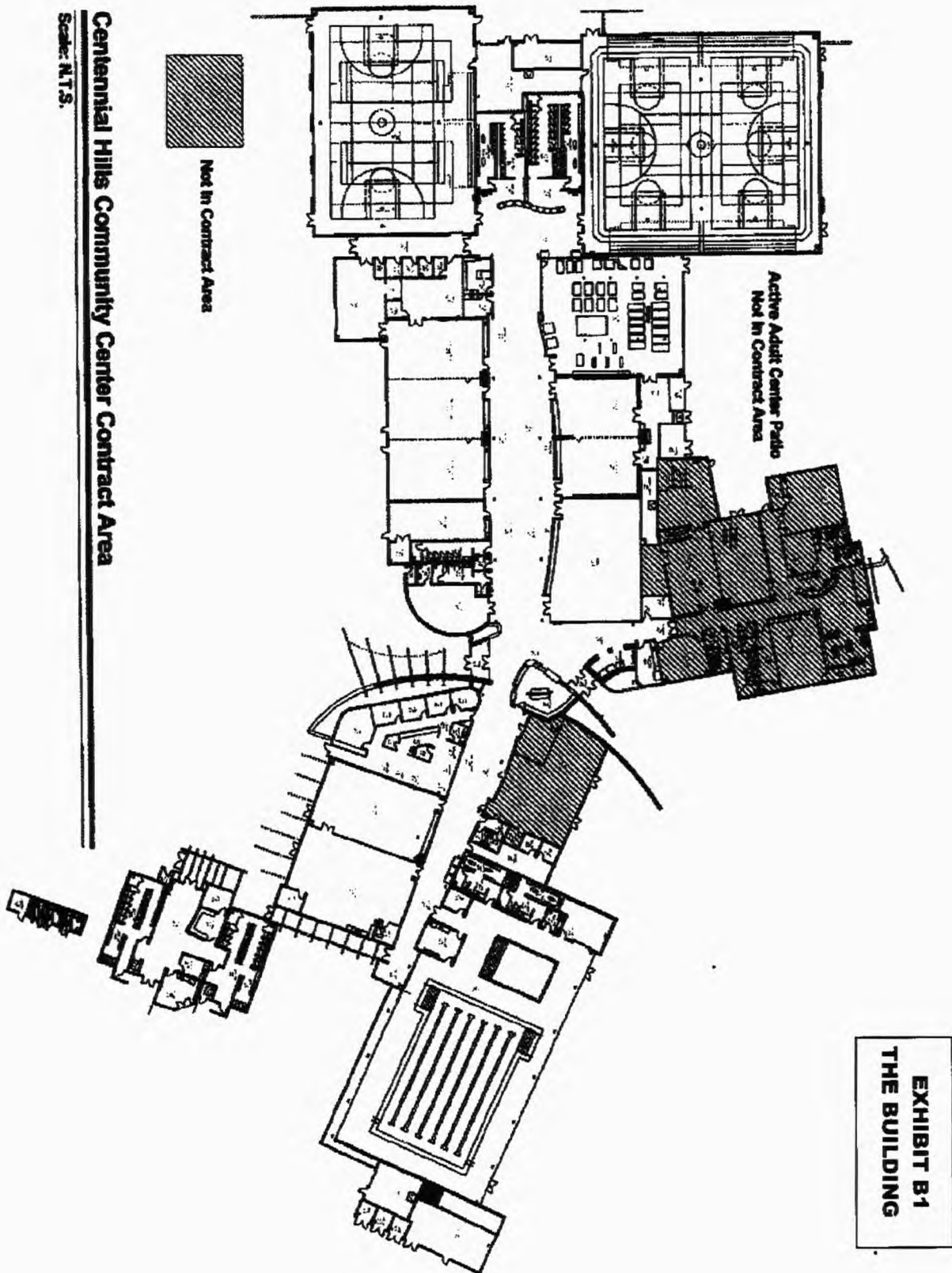
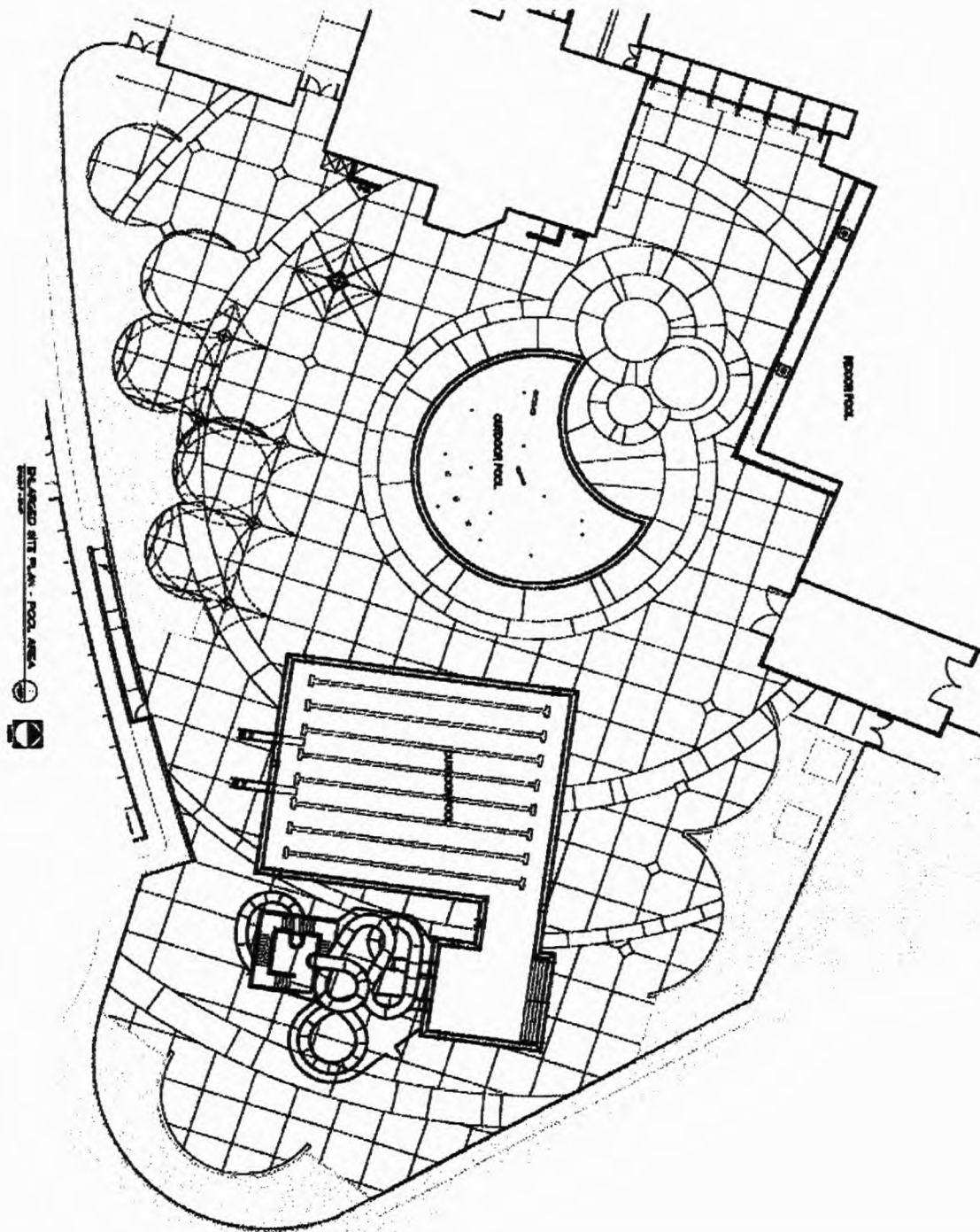


EXHIBIT B2



CITY OF LAS VEGAS		CENTENNIAL HILLS COMMUNITY CENTER	
ENLARGED SITE PLAN - POOL AREA		12/06	

EXHIBIT C

Contract Area Description of the Contract Area with FF&E List

Description of the Contract Area

(a) The Contract Area consists of a building with indoor pool and adjoining outdoor pool facility. The Contract Area is located in the building with 98,385 square foot multipurpose facility that includes an approximately 10,000 square foot Active Adult Wing, a 2,200 square foot shell space, and their adjoining court yards. The Contract Area is located at 6601 and 6611 North Buffalo Las Vegas, Nevada. The building in the Contract Area has amenities as follows: two (2) full-size indoor basketball courts with a main gym including bleachers; child watch area; dance room, gymnastics room; meeting/multi-purpose rooms with kitchen; fitness room; arts and crafts room; game room, teen Contract Area, and program/facility support space, administrative offices, conference room and staff work areas; locker rooms, shower and restroom facilities; and concession area which shall be in compliance with NRS 426.640 through 426.680. The building is depicted on Exhibit B-1 (the building), attached hereto.

(b) The Contract Area has an adjoining outdoor pool facility with the following specifications: a fan-shaped 0 (zero) depth entry pool with water play toys; an 8-lane-25-yard swim box; (2) 1 meter diving boards; a (2) flume slide consisting of 147' and 159' long slides and full-size shower rooms and bath house. The pool is depicted on Exhibit B-2, attached hereto. The Contract Area also has an indoor pool facility with two pools, a 20ft x 30ft aerobics/teaching box and a 6 lane x 25 yard lap pool.

(c) The entire Contract Area is generally depicted inside the area that is not lined through of Exhibit B-1.

(d) Common Areas outside Contract Area and Parking Lot. Paved parking lot areas are located at the Contract Area. A plaza entry with landscaping surrounds the entrance to the Contract Area. Additional landscaping with planter boxes surrounds parts of the Contract Area. Outdoor patio areas adjoin the meeting/multi-purpose rooms and arts and crafts room.

Contract Area

All rooms to include finish walls, floors, and ceilings

❖ Fitness / Dance Room

1 @ 1233, 1 @ 1171 – Total = 2404 square feet

Items Included: bag and shoe storage, ballet bars, AV cabinet, ceiling fans, ceiling speakers, intercom, and operable partition.

❖ Cardio / Weight Room

4011 square feet

Items Included: drinking fountains, AV cabinet, ceiling fans, floor power outlets, cable outlets, TV brackets, ceiling speakers, intercom.

❖ Gymnasium 1

12160 square feet

Items Included: Basketball backstops, backboards, winches, goals, nets, and safety pads, scoreboards, motorized bleachers, volley ball nets, drinking fountains, floor power outlets, cable outlet, and intercom.

- ❖ **Gymnasium 2**
8580 square feet
Items Included: Basketball backstops, backboards, winches, goal, nets, and safety pads, scoreboards, volley ball nets, drinking fountains, floor power outlets, cable outlet, and intercom.
- ❖ **Concessions**
192 square feet
Items Included: Phone outlets.
- ❖ **Game Room**
1986 square feet
Items Included: Drinking fountains, base cabinets, floor power outlets, cable outlet, TV bracket, ceiling speakers, Intercom.
- ❖ **Teen Contract Area**
2192 square feet (+ 100 sf storage + 120 office)
Items Included: Drinking fountains, base cabinets w/ sink, cable outlet, floor power outlets, intercom, ceiling speakers.
- ❖ **Computer Lounges**
4 total space – 312, 206, 458, 132 = 1108 square feet
Items Included: Power and data floor outlets.
- ❖ **Kitchen**
630 square feet
Items Included: Hand sink, janitor sink, preparation table with sink, wall cabinet, undercounter dishwasher, refrigerator/freezer, six burner range with oven base, exhaust ventilator, work table, ice maker w/ bin, scullery sink, reach in refrigerator.
- ❖ **Teacher Contract Area**
245 square feet
Items Included: Base cabinet w/ sink, work tables, intercom.
- ❖ **Gym Equipment Storage**
937 square feet
- ❖ **Offices**
3 @ 120, 1 @ 138 – Total = 498 Square Feet
- ❖ **Conference**
340 square feet
Items Included: Cable outlet, TV bracket, power and data floor outlets.
- ❖ **Paint and Craft Room with Storage Room**
1032 square feet
Items Included: Base cabinets w/ sink, outlet for future kiln.
- ❖ **Multi-Use Classrooms**
1 @ 1407, 1 @ 1436, 1 @ 1438 Total = 4281 square feet

Items Included: Operable partitions, base cabinets w/ sink, recessed projection screens, cable outlets, TV bracket, and ceiling speakers.

❖ **Gymnastics Room with Storage Room**

2817 square feet

Items Included: Bag and shoe storage, AV cabinets, ceiling speakers, intercom, cable outlet, and TV bracket.

❖ **Child Watch**

755 square feet

Items Included: Cable Outlet, TV bracket, Intercom.

❖ **First Aid Room**

152 square feet

Items Included: Base cabinet w/ sink, Intercom.

❖ **Locker Rooms (including restroom area)**

Gym Lockers – Women 1010 sf, Men 712 sf

Indoor Pool Lockers – Women 429 sf, Men 429 sf

Outdoor Pool Lockers – Women 1205 sf, Men 671 sf

Items Included: Lockers, toilet accessories, mop sink

❖ **I.T. Room**

1 @ 52, 1 @ 49, 1 @ 70 = 171 square feet

Items Included: Equipment racks.

❖ **Outdoor Seasonal Pools**

44,784 square feet total (600 sf pool, 3625 sf pool)

Items Included: Shade structures, (2) flume slide

❖ **Indoor Pools**

14193 square feet total (4350 sf pool, 2414 sf pool)

❖ **Pool Equipment**

Items Included: First aid kits, life ring buoys, throw ropes, rescue hooks, pool safety signs, commercial pool vacuum, vacuum hose, utility pole, vacuum head, pool wall brush, leaf skimmer, water quality test kit, Lane line anchors, moveable lifeguard chair, grab rails, recessed steps, starting platforms, hand rails, disabled lift, racing lanes, racing lane reel w/ cover, 1 meter diving stand, 16' diving board, pool pumps, pool heaters, chlorine storage/feed system, acid storage/feed system.

❖ **Lifeguard**

1@ 284, 1@ 272 square feet.

Items Included: Intercom, base cabinet w/ sink.

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

DEPARTMENT: FIRE AND RESCUE

DIRECTOR: CHIEF DAVID WASHINGTON

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Mutual Aid Agreement with Nellis Air Force Base for fire protection and hazardous materials incident response – All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This Mutual Aid Agreement is a two-year renewal with Nellis Air Force Base to secure to each the benefits of mutual aid in fire protection, hazardous incident response, and the protection of life and property from fire.

RECOMMENDATION:

Las Vegas Fire & Rescue recommend approval.

BACKUP DOCUMENTATION:

Mutual Aid Agreement

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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)

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION AND HAZARDOUS MATERIALS INCIDENT RESPONSE (US)

This agreement, entered into this day March 21, 2007, between the Secretary of the United States Air Force, acting pursuant to the authority of 42 U.S.C. 1856(a), and the Las Vegas Fire and Rescue is securing to each the benefits of mutual aid in fire prevention and hazardous materials incident response, in the protection of life and property from fire, hazardous materials incident and in fire fighting. It is agreed that:

a. On request to a representative of the Nellis Air Force Base (Nellis AFB) Fire Department, by a representative of the Las Vegas Fire and Rescue, firefighter equipment and personnel of the Nellis AFB Fire Department will be dispatched to any point within the area for which the Las Vegas Fire and Rescue normally provides fire protection or hazardous materials incident response as designated by the representatives of the Las Vegas Fire and Rescue.

b. On request to a representative of the Las Vegas Fire and Rescue by a representative of the Nellis AFB Fire Department, fire fighting or hazardous materials incident response equipment and personnel of the Las Vegas Fire and Rescue will be dispatched to any point within the fire fighting or hazardous materials incident response jurisdiction of the Nellis AFB Fire Department, as designated by the representative of the Nellis AFB Fire Department.

c. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(1) Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished shall be determined by a representative of the responding organization.

(2) The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and shall be subject to the orders of that official.

(3) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

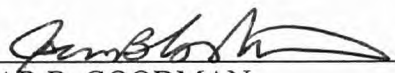
(4) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Las Vegas Fire and Rescue normally provides fire protection, the Chief of the Nellis AFB Fire Department, or his or her representative, may assume full command on arrival at the scene of the crash.

d. Las Vegas Fire and Rescue may claim reimbursement within 90 days for the direct expenses and losses that are additional fire fighting or hazardous materials incident costs above the normal operating costs incurred while fighting a fire or hazardous materials incident response under this agreement as provided in 44 CFR Part 151.

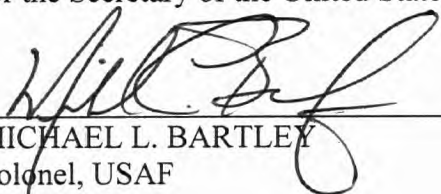
e. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement. This provision does not waive any right of reimbursement pursuant to paragraph d above.

f. All equipment used by the Las Vegas Fire and Rescue in carrying out this agreement will, at the time of action, hereunder, be owned by it; and all personnel acting for Las Vegas Fire and Rescue under this agreement will, at the time of such action, be an employee or volunteer member of the Las Vegas Fire and Rescue.

For Las Vegas Fire and Rescue:


OSCAR B. GOODMAN
Mayor

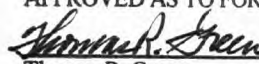
For the Secretary of the United States Air Force:


MICHAEL L. BARTLEY
Colonel, USAF
Commander

Attest:


~~BARBARA J. RONEMUS~~
City Clerk

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

APPROVED AS TO FORM
 2/1/07
Thomas R. Green Date
Deputy City Attorney

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

DEPARTMENT: PLANNING AND DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of parcels recommended for disposal at the Spring 2008 Bureau of Land Management Public Land Sale - Wards 4 and 6 (Brown and Ross)

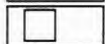
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Staff is recommending the nomination of five parcels for disposal at the Spring 2008 Public Land Sale. Descriptions are provided on the attached maps and Agenda Memo. Each of these parcels is located in an area of the city appropriate for development and not otherwise needed for a public purpose. There are no other parcels appropriate for nomination at this time.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map for APN 125-19-401-003
3. Location Map for APN 125-19-802-006
4. Location Map for APN 126-01-701-010, 801-015 and 801-019

Motion made by GARY REESE to Strike Items 32, 34, 46-49 and 51; Hold in Abeyance Items 52-54 to 4/18/2007; and Hold in Abeyance Item 62 to 4/4/2007

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 21, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: APPROVAL OF PARCELS RECOMMENDED FOR DISPOSAL
AT THE SPRING 2008 BUREAU OF LAND MANAGEMENT PUBLIC LAND SALE**

City of Las Vegas Nominations for the Spring 2008 Public Land Sale

1. APN: 125-19-802-006 (19.498 acres)
North of Centennial Parkway, west of Fort Apache Road, approximately 660 feet south of Echelon Point Drive.
Pt. SE $\frac{1}{4}$ SE $\frac{1}{4}$, section 19, T 19 S, R 60 E

2. APN: 126-01-701-010 (1.275 acres)
North of Kyle Canyon, approximately 1,700 feet west of Oso Blanca Road
Pt. N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, section 01, T 19 S, R 59 E

3. APN: 126-01-801-015 (5.387 acres)
South of Kyle Canyon, north of Grand Teton Drive, approximately 3,100 feet west of Oso Blanca Road
Pt. E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, section 01, T 19 S, R 59 E

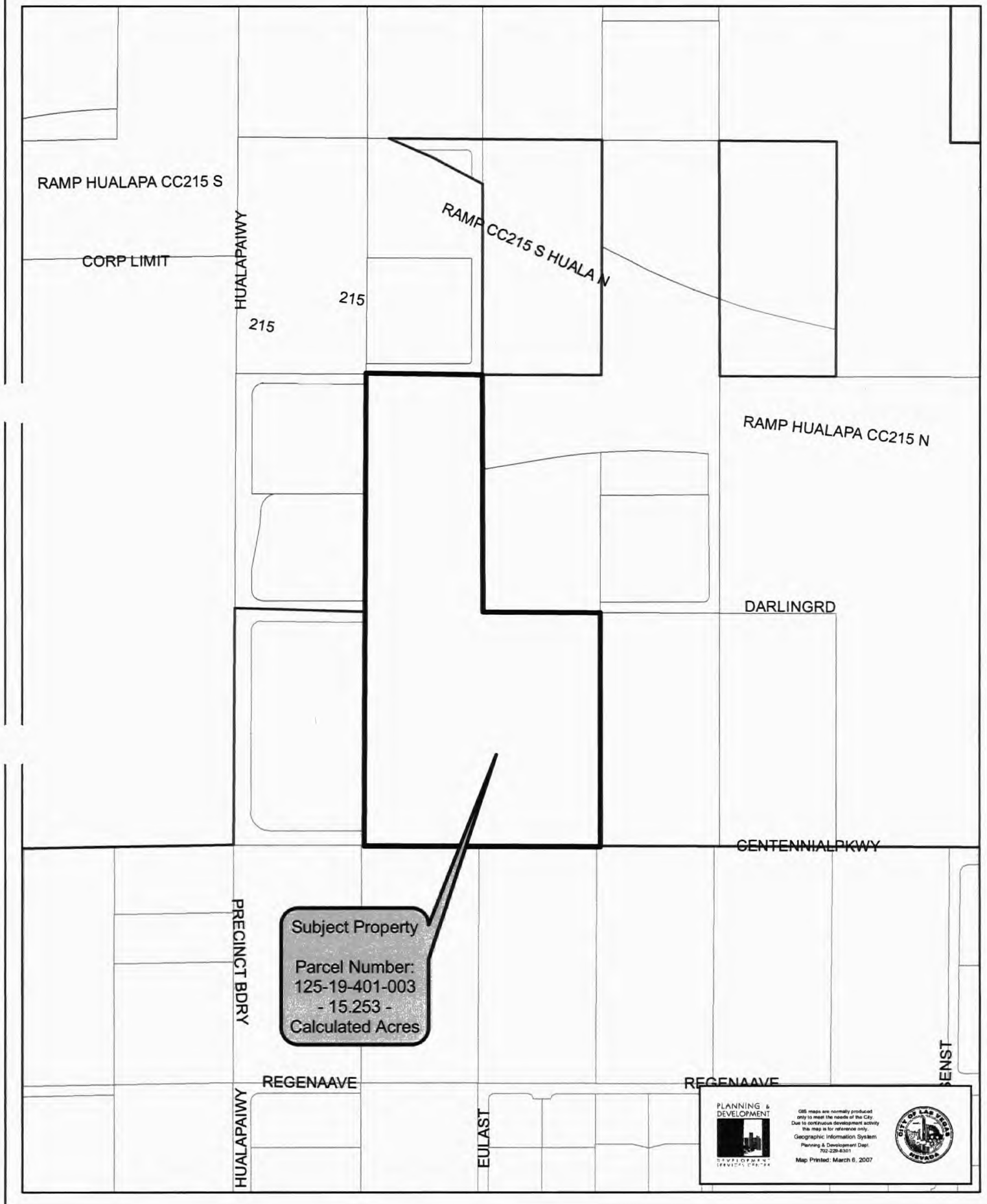
4. APN: 126-01-801-019 (5.289 acres)
South of Kyle Canyon, north of Grand Teton Drive, approximately 1,800 feet west of Oso Blanca Road
Pt. E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, section 01, T 19 S, R 59 E

5. APN: 125-19-401-003 (15.253 acres)
North of Centennial Parkway, approximately 370 feet east of Hualapai Way
Pt. E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ section 01, T 19 S, R 59 E

☐ City of Las Vegas

City of Las Vegas

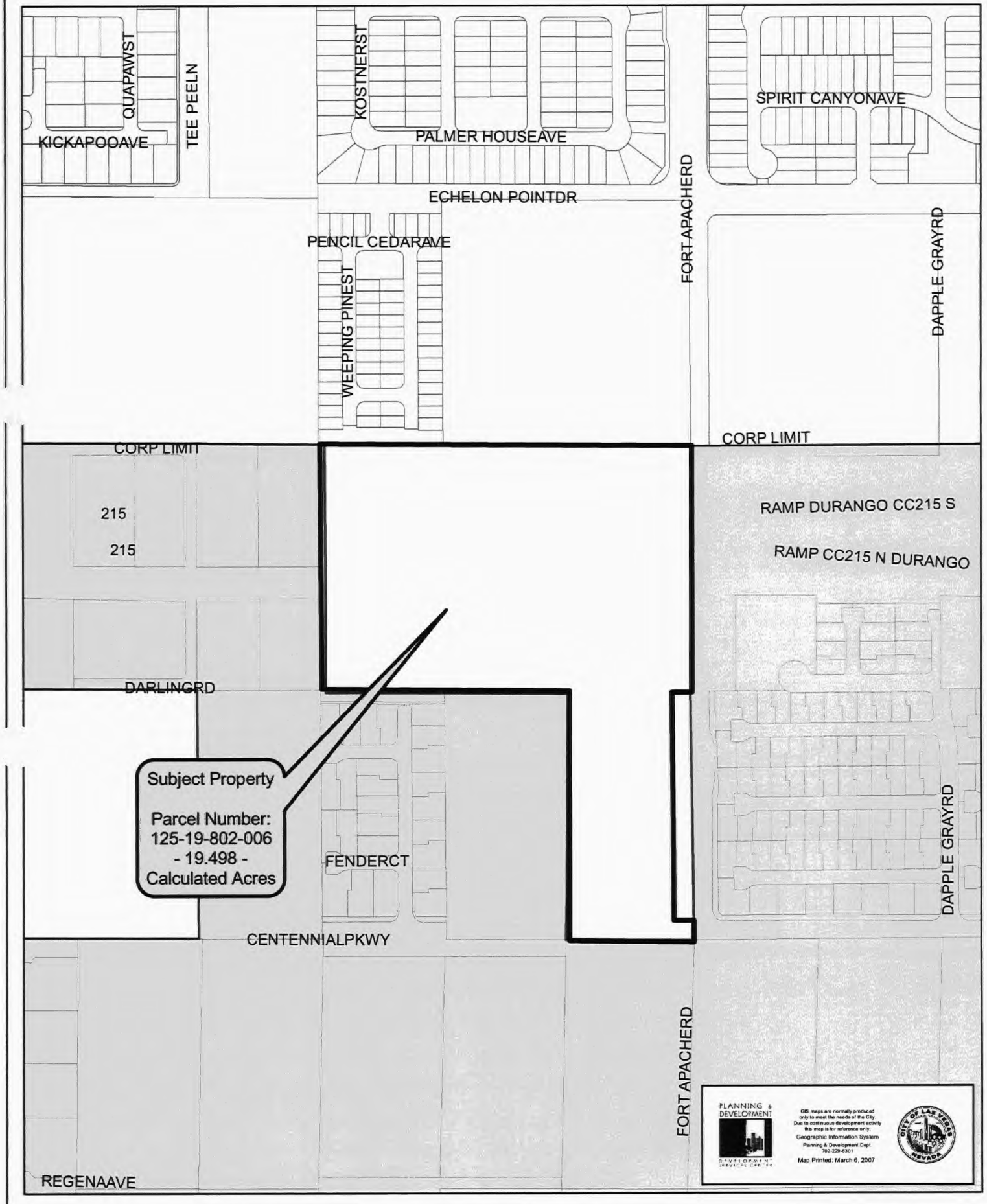
☐ Clark County



 City of Las Vegas

City of Las Vegas

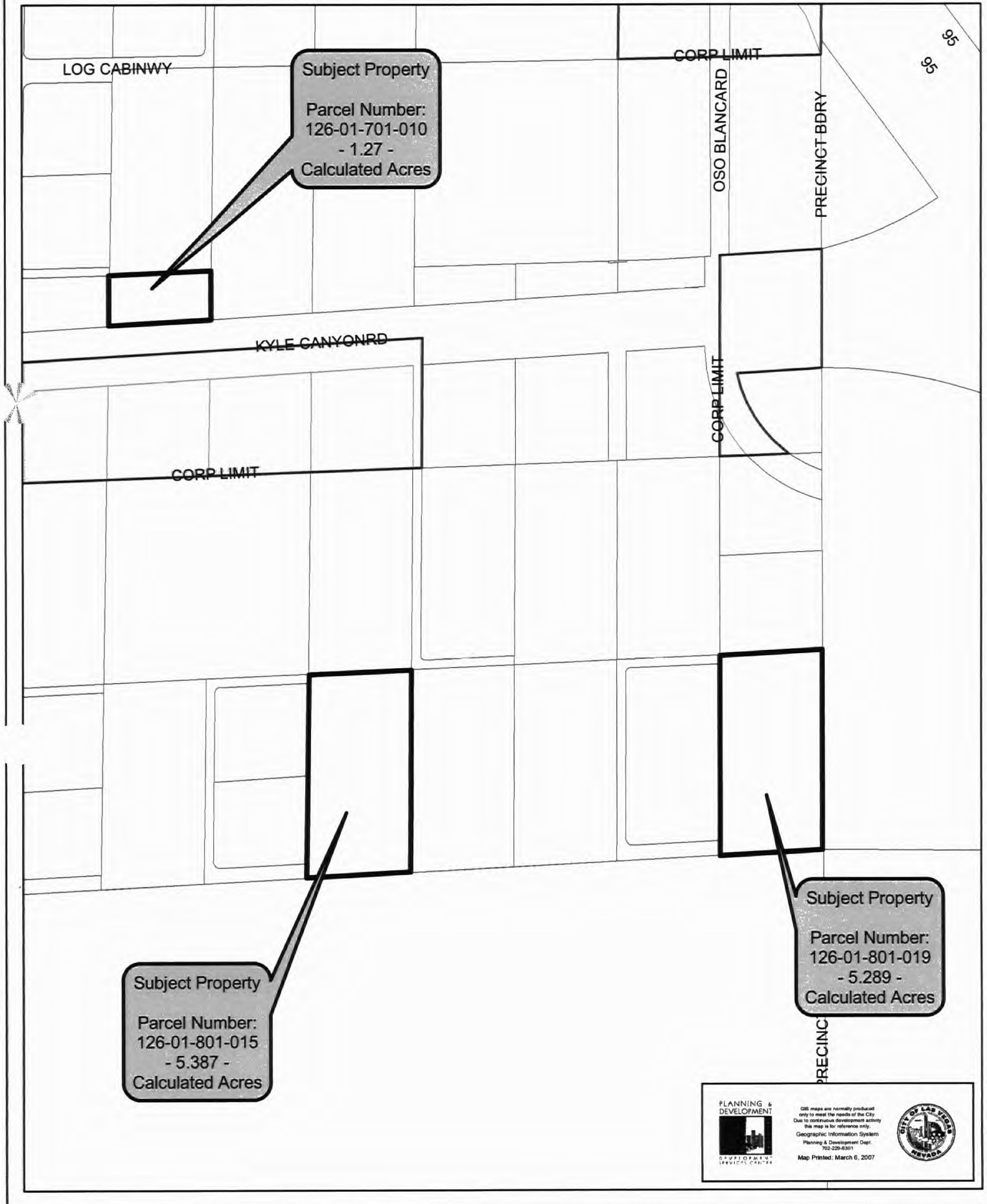
 Clark County



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity, this map is for reference only. Geographic Information System Planning & Development Dept. 702-226-6301

Map Printed: March 6, 2007





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

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Encroachment Request from Kimley-Horn and Associates, Incorporated, on behalf of Montecito Partners, LLC, owner (Grand Montecito Parkway between Rome Boulevard and the Northern Beltway) - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This request is for seventeen, four-foot by four-foot tree-wells with grates flush with the sidewalk, spaced evenly on the west side of the sidewalk located on the west side of Grand Montecito Parkway extending southward from Rome Boulevard for approximately 701-feet and two, four-foot by four-foot tree-wells with grates flush with the sidewalk, located on the south side of Rome Boulevard, extending westward from Grand Montecito Parkway for approximately 76-feet consisting of trees and an irrigation system to meet Town Center landscaping requirements for the proposed Montecito Point office building. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

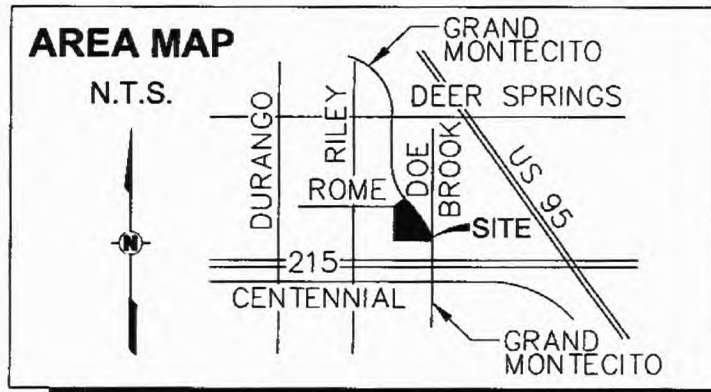
1. Copy of Encroachment Exhibit "A" (Grand Montecito Parkway)
2. Copy of Encroachment Exhibit "B" (Rome Boulevard)

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

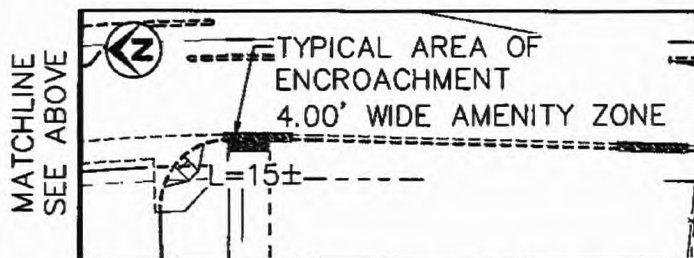
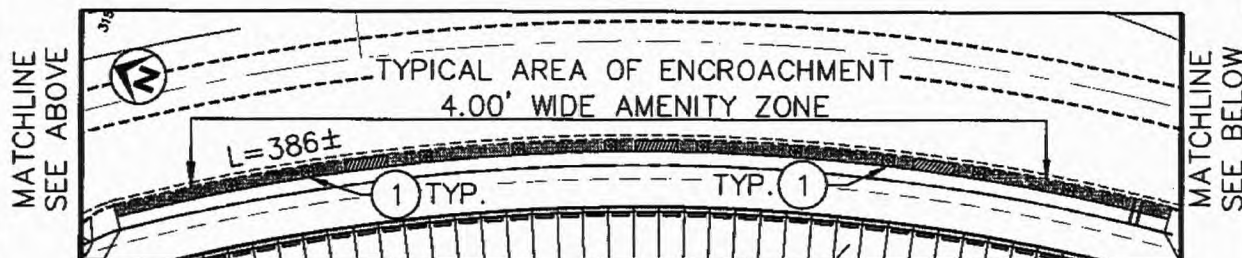
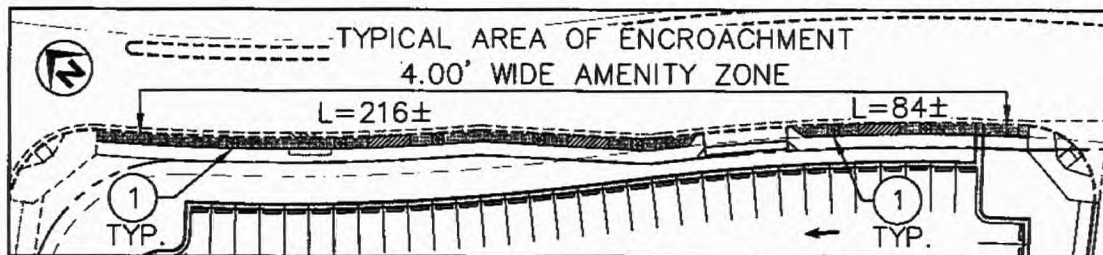
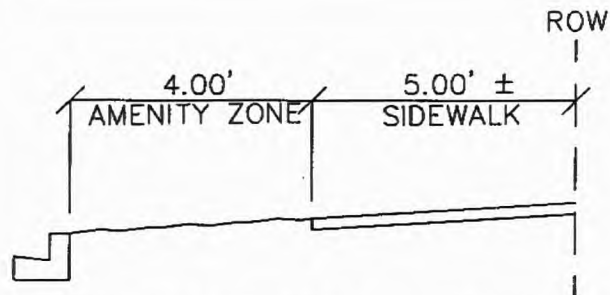
Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

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

- 1 INSTALL 4' BY 4' TREE GRATE PER TOWN CENTER DEVELOPMENT STANDARDS FIGURE 20.



GRAND MONTECITO PARKWAY
100' ROW
(PUBLIC STREET)



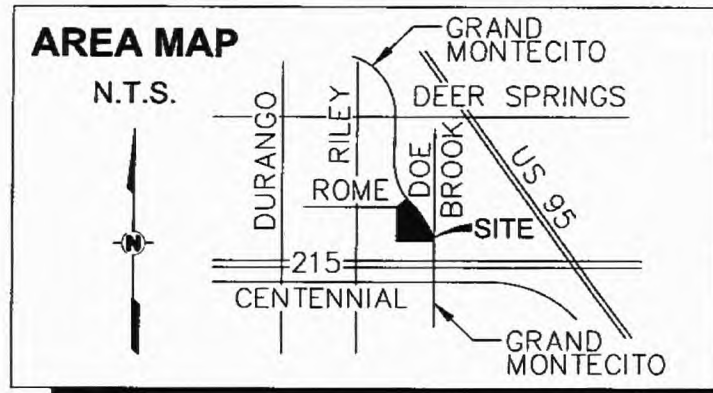
GRAND MONTECITO PARKWAY
100' ROW
(PUBLIC STREET)

ENCROACHMENT EXHIBIT "A"

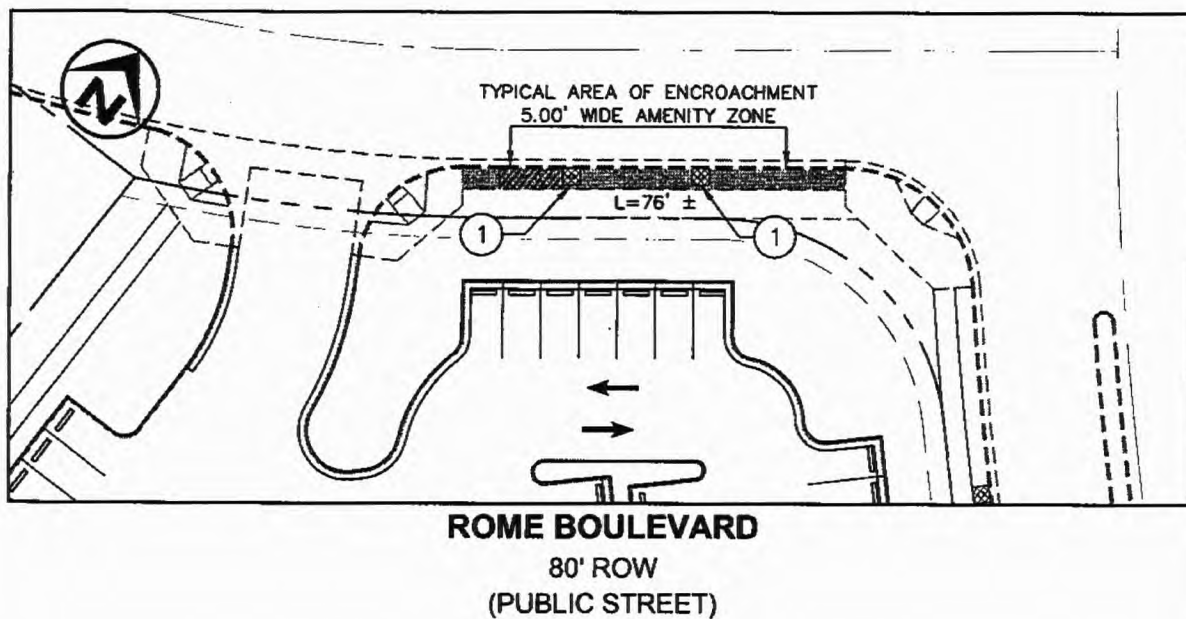
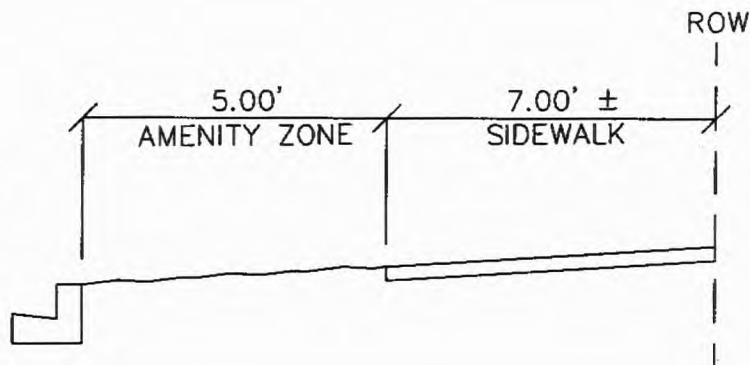


Kimley-Horn © 2001
and Associates, Inc.

- ① INSTALL 4' BY 4' TREE GRATE PER TOWN CENTER DEVELOPMENT STANDARDS FIGURE 20.



ROME BOULEVARD
80' ROW
(PUBLIC STREET)



ENCROACHMENT EXHIBIT "B"



Kimley-Horn
and Associates, Inc.

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

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Encroachment Request from Taney Engineering on behalf of Alexa Professional Plaza, LLC, owner (southeast corner of Eastern Avenue and Washington Avenue) - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This request is for landscaping at the southeast corner of Eastern Avenue and Washington Avenue consisting of trees, shrubs, ground cover and an irrigation system for the proposed Washington Professional Plaza Phase 1. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

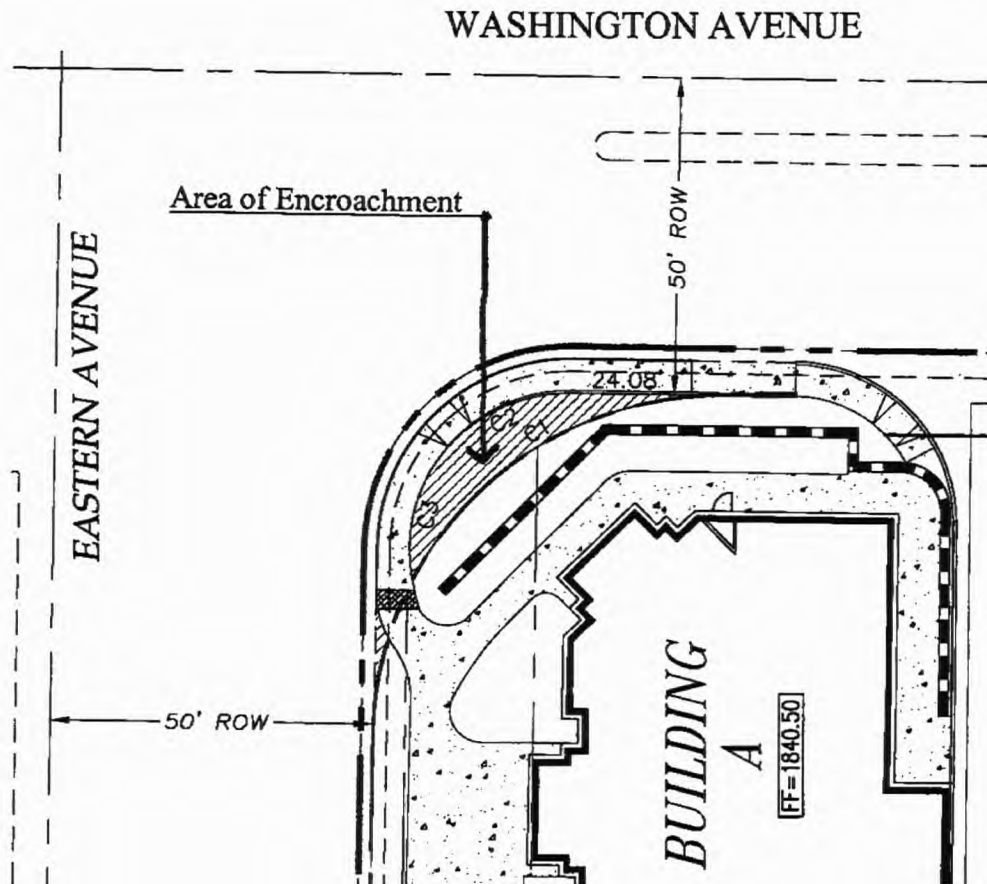
Copy of Encroachment Exhibit "A" (southeast corner of Eastern Avenue and Washington Avenue)

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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)

APN: 139-25-310-001
SANDSTONE BUILDERS, LLC.



CURVE TABLE			
No.	Radius	Delta	Length
1	54.00'	63°19'34"	59.68'
2	25.00'	61°15'48"	26.73'
3	25.11'	39°24'07"	17.27'

ENCROACHMENT
EXHIBIT
"A"



TANEY ENGINEERING
4445 S. JONES BLVD. SUITE #1
LAS VEGAS, NV 89103
(702) 362-8844 FAX: (702) 362-5233

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

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

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Dwyer Engineering, Inc., on behalf of George M. Stover, Jr. and Sharon H. Stover, owners (north of Lone Mountain Road, east of Janell Drive, APNs 125-33-402-004 and 125-33-402-012) - County (near Ward 6 - Ross)

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

This request is to connect a single family dwelling at this time and a future connection of a single family dwelling located north of Lone Mountain Road, east of Janell Drive. The owners propose to connect to the 8-inch sewer line located in Janell Drive or the 24-inch sewer line in Lone Mountain Road. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicant has signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Submitted after meeting – Executed Interlocal Agreement No. 480

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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)

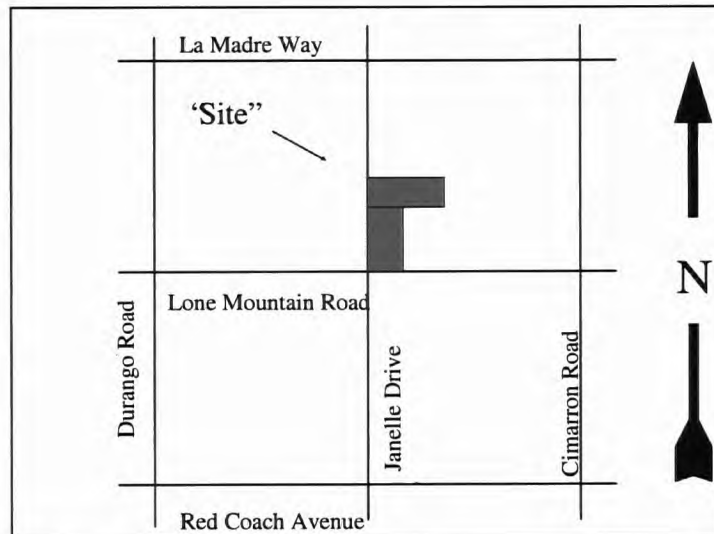
AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 21, 2007

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – DWYER ENGINEERING, INC., ON BEHALF
OF GEORGE M. STOVER, JR. AND SHARON H. STOVER, OWNERS
(NORTH OF LONE MOUNTAIN ROAD, EAST OF JANELLE DRIVE, APNS
125-33-402-004 AND 125-33-402-012)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 5th day of February, 2007, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by GEORGE M. & SHARON H. STOVER, 1.23 acres – existing single family residence; Parcel No. 125-33-402-004 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay

sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

/////

/////

/////

/////

/////

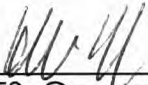
/////

/////

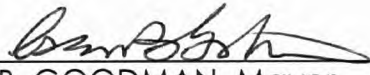
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

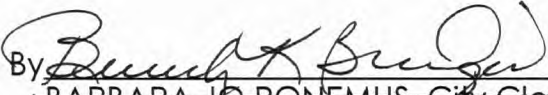
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
RICHARD MENDES, General Manager

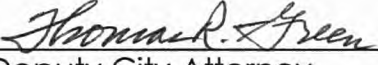
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By  3/27/07
Deputy City Attorney
Thomas R. Green

JANELL DR & W LONE MOUNTAIN RD
PARCEL NO. 125-33-402-004
TOTAL PARCEL ACREAGE = 1.23 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 7 MILES FROM SITE.

**NEAREST CITY OF
LAS VEGAS SEWER**

SITE

**UNINCORPORATED
COUNTY**

**CITY
OF
LAS VEGAS**

**NEAREST CCWRD
SEWER**



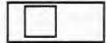
Scale = 1:96,000



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

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

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - G.C. Wallace, Inc., on behalf of R.L. Homes, LLC, owner (north of La Madre Way, between Conough Lane and Buffalo Drive, APN 125-33-707-003) - County (near Ward 4 - Brown)

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

This request is to connect 15 single family dwellings located north of La Madre Way, between Conough Lane and Buffalo Drive. The owner proposes to connect to the 27-inch sewer line located in Lone Mountain Road or the 8-inch sewer line in Washburn Road. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicant has signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Submitted after meeting – Executed Interlocal Agreement No. 481

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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)

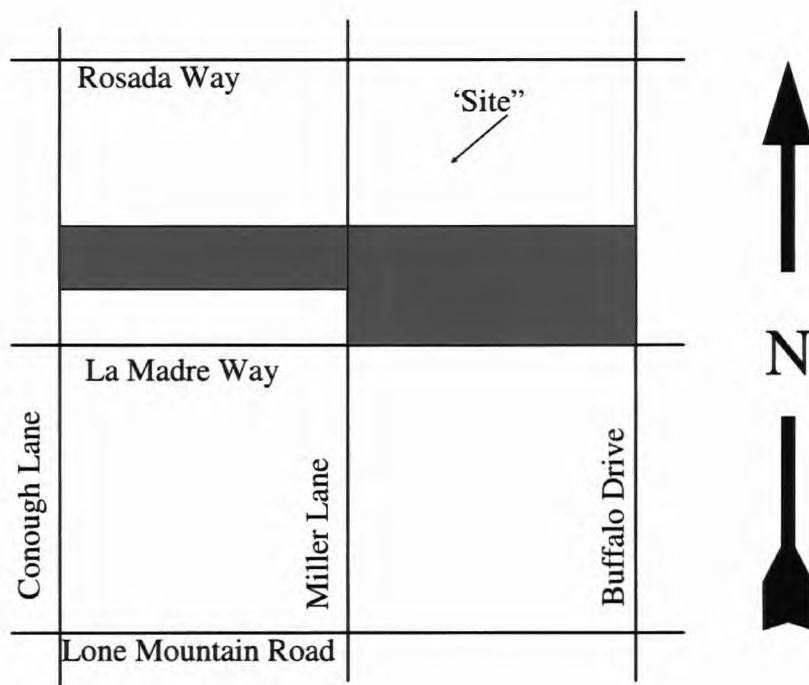
AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 21, 2007

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – G.C. WALLACE, INC., ON BEHALF OF
R.L. HOMES, LLC, OWNER (NORTH OF LA MADRE WAY, BETWEEN
CONOUGH LANE AND BUFFALO DRIVE, APN 125-33-707-003)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 5th day of February, 2007, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by R L HOMES LLC, 6.55 acres – vacant land; Parcel No. 125-33-707-003 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay

sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

/////

/////

/////

/////

/////

/////

/////

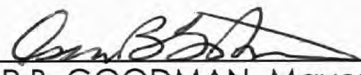
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By 
RICHARD MENDES, General Manager

CITY OF LAS VEGAS

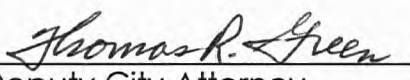
By 
OSCAR B. GOODMAN, Mayor

ATTEST:

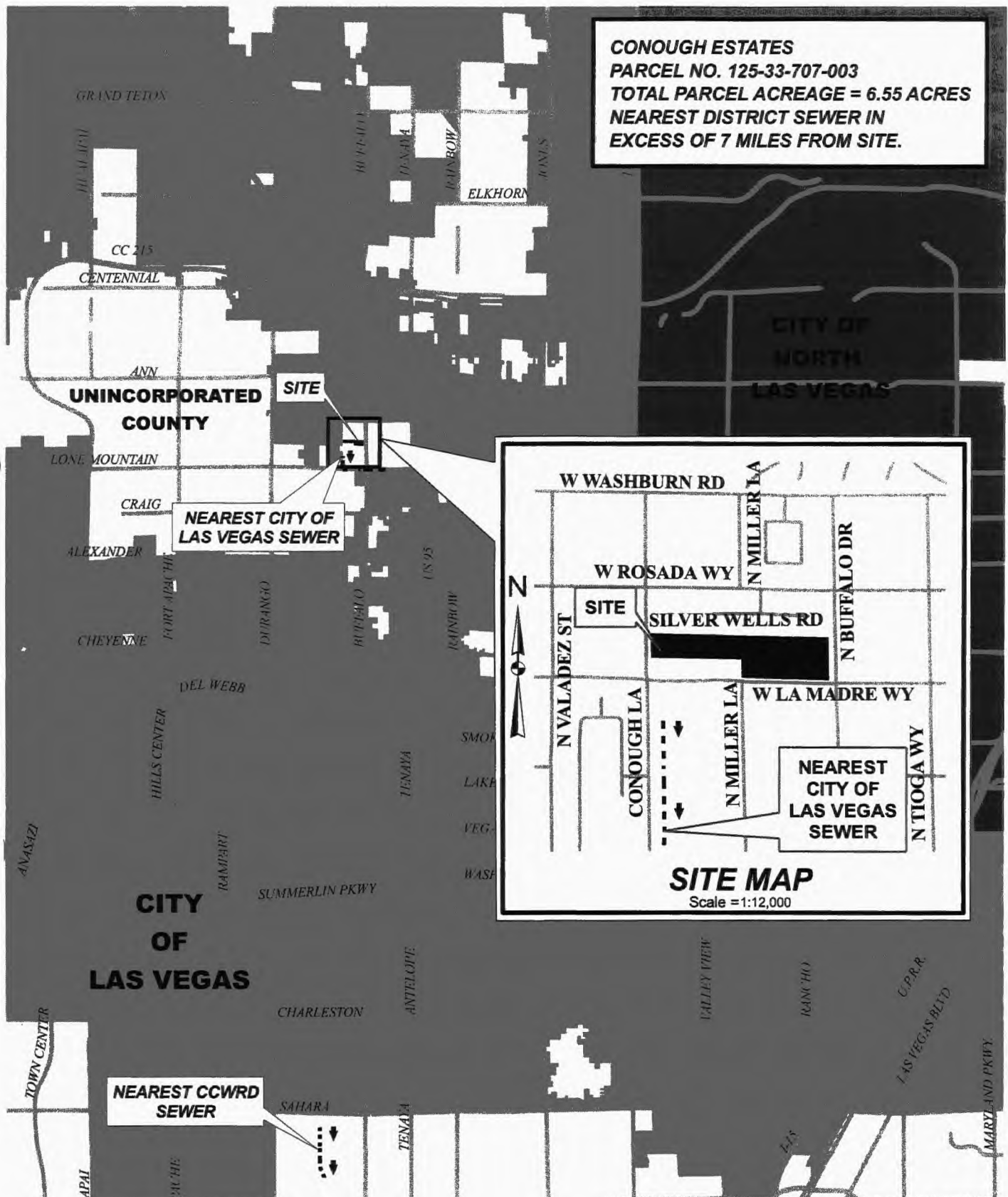
By 
~~BARBARA JO RONEMUS, City Clerk~~

By: Beverly K. Bridges, CMC
Acting City Clerk

APPROVED AS TO FORM:

By  3/27/07
Deputy City Attorney
Thomas R. Green

CONOUGH ESTATES
PARCEL NO. 125-33-707-003
TOTAL PARCEL ACREAGE = 6.55 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 7 MILES FROM SITE.



Scale = 1:96,000



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

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

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Integrity Engineering on behalf of Louis Sposato and Barbara Holmes, owners (southeast corner of Juliano Road and Rosada Way, APN 125-32-705-001) - County (near Ward 4 - Brown)

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

This request is to connect 4 single family dwellings located on the southeast corner of Juliano Road and Rosada Way. The owners propose to connect to the 8-inch sewer line located in Juliano Road. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicant has signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Submitted after meeting – Executed Interlocal Agreement No. 479

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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)

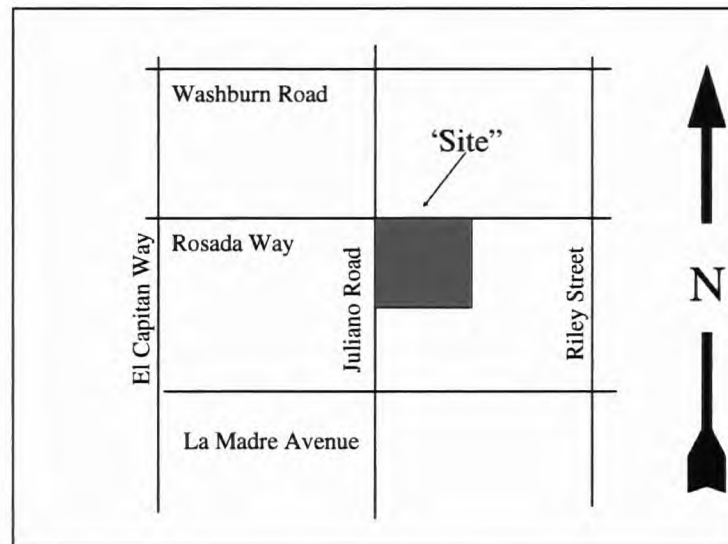
AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 21, 2007

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – INTEGRITY ENGINEERING ON BEHALF
OF LOUIS SPOSATO AND BARBARA HOLMES, OWNERS
(SOUTHEAST CORNER OF JULIANO ROAD AND ROSADA WAY, APN
125-32-705-001)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 5th day of February, 2007, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by LOUIS & BARBARA SPOSATO, 2.06 acres – vacant land; Parcel No. 125-32-705-001 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay

sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

/////

/////

/////

/////

/////

/////

/////

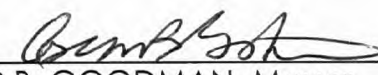
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

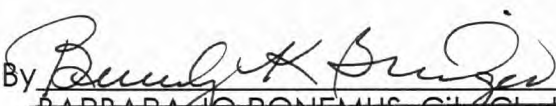
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
RICHARD MENDES, General Manager

CITY OF LAS VEGAS

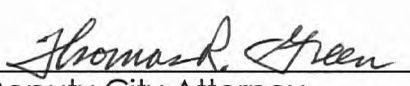
By 
OSCAR B. GOODMAN, Mayor

ATTEST:

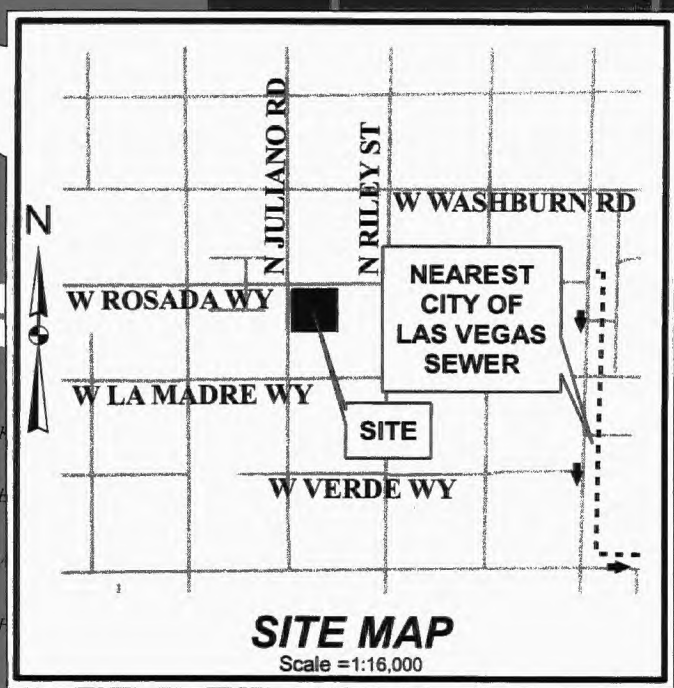
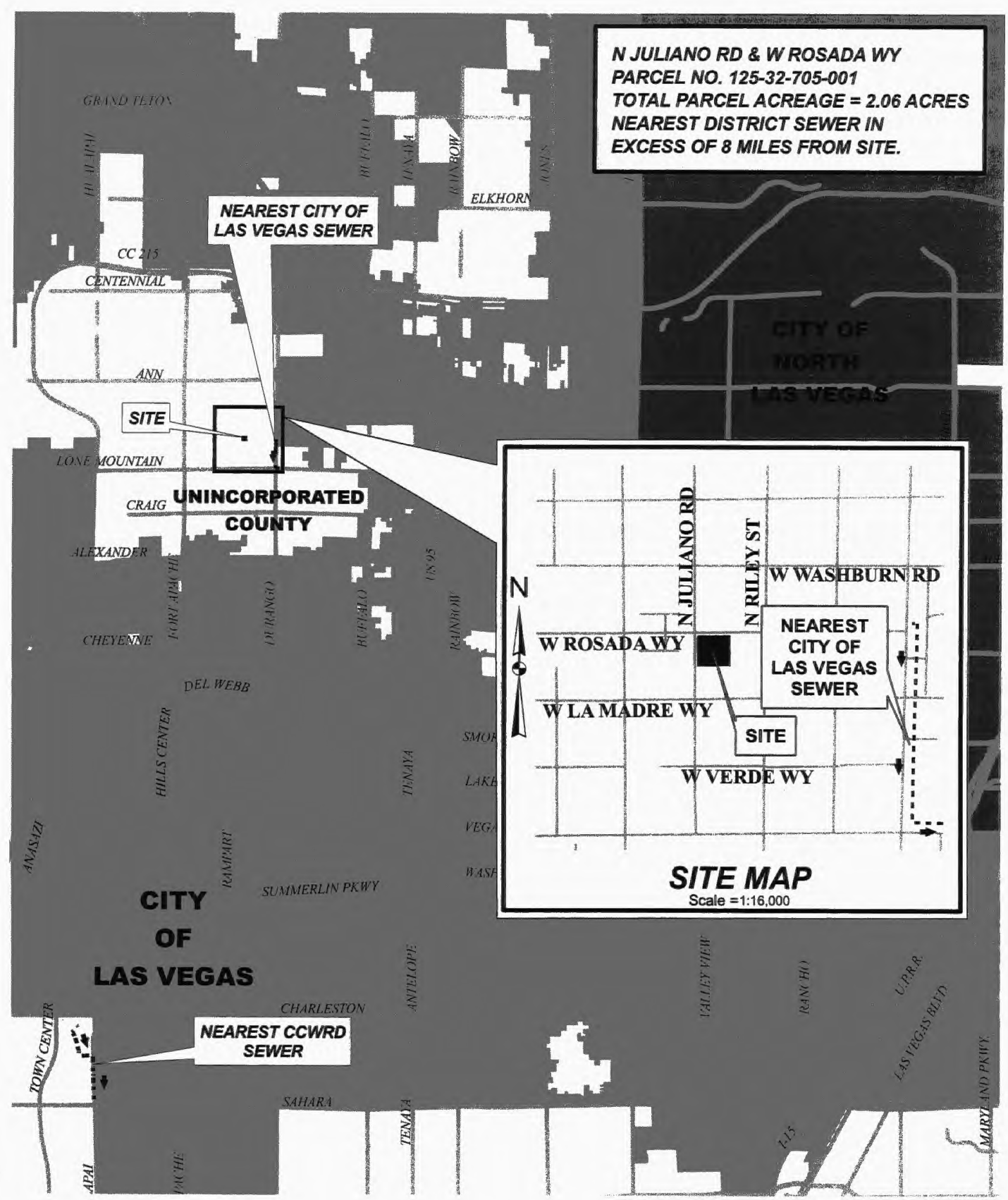
By 
~~BARBARA JO RONE MUS, City Clerk~~

By: Beverly K. Bridges, CMC
Acting City Clerk

APPROVED AS TO FORM:

By  3/27/07
Deputy City Attorney
Thomas R. Green

N JULIANO RD & W ROSADA WY
PARCEL NO. 125-32-705-001
TOTAL PARCEL ACREAGE = 2.06 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 8 MILES FROM SITE.



Scale = 1:96,000



ILA #479 - EXHIBIT A

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

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval to appraise and purchase or condemn right-of-way parcels for the Decatur Boulevard Street Rehabilitation project from Sahara Avenue to Meadows Lane (\$1,925,000 - Regional Transportation Commission [RTC]) - Ward 1 (Tarkanian)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: PW/City Engineer

Amount: \$1,925,000

Funding Source: RTC

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Map

AMENDMENT ATTACHED

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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)

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of March 21, 2007

Date Submitted: August 2, 2010

Amendment to Item #40

NOTE: Subsequent to the finalization of the Minutes, a Limited Right of Access Agreement was made a part of the final Minutes.

Submitted By: _____

Wicky Skelbred

Signature: _____

Deborah K. Bruns

City Clerk

Date: August 2, 2010

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of March 21, 2007

Date Submitted: May 15, 2008

Amendment to Item #40

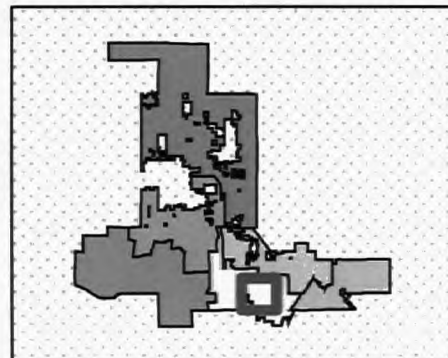
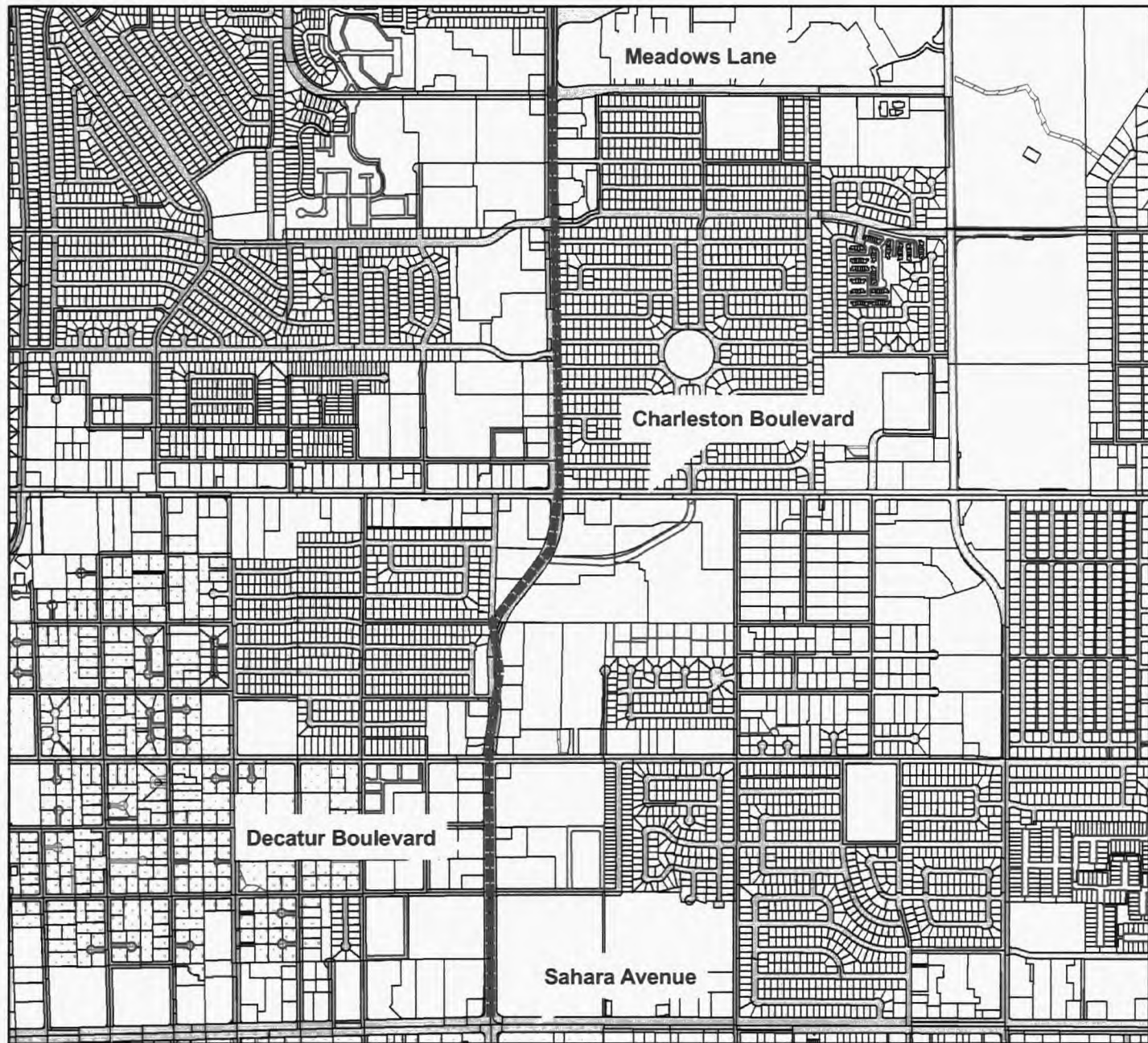
NOTE: Subsequent to the finalization of the Minutes, an executed Limited Right of Access Agreement was made a part of the final Minutes.

Submitted By: Stacey Campbell

Signature: Wicky Dauling
City Clerk or Chief Deputy

Date: May 16, 2008

Decatur Boulevard Street Rehabilitation Project. Sahara Avenue to Meadows Lane



Created by: Right-of-Way 9.1 on Mar 7 2007

Due to continuous development activity
this map is for reference only.

LIMITED RIGHT OF ACCESS AGREEMENT

THIS LIMITED RIGHT OF ACCESS AGREEMENT ("Agreement") is made as of the date of last execution hereof between **DDR MDT MV West Las Vegas**, a Delaware limited liability company, with offices for notice purposes located at c/o Developers Diversified Realty Corporation, 3300 Enterprise Parkway, Beachwood, Ohio 44122, Attn: General Counsel ("DDR"), and the **City of Las Vegas**, a Municipal Corporation, with offices for notice purposes located at 400 Stewart Avenue, Las Vegas, Nevada 89101, Attn: Kevin Cerny ("The City").

W I T N E S S E T H:

WHEREAS, the DDR has agreed to transfer certain parcels to the City as part of the Decatur Boulevard Street Rehabilitation Project (the "Rehab Work") adjacent to the property owned by DDR, as more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, DDR has also agreed to permit certain representatives of the City to enter onto certain additional property owned by DDR for purposes of coordinating the Rehab Work (the "Inspection Property") as more particularly described on Exhibit "B" attached hereto and incorporate herein; and

WHEREAS, this Agreement is intended solely to grant City the right of access to the Inspection Property to assure City the opportunity to conduct certain inspections and investigations with respect to the Property, and with regard to the Rehab Work as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Right of Access; Term.

a. Subject to the terms and conditions contained herein, DDR hereby grants to City, its agents, employees, engineers and contractors (collectively, the "Inspectors") a license to enter upon the Inspection Property for the sole purpose of conducting inspections and investigations reasonably required by City in order to determine the suitability of the Property for City's purposes (collectively, the "Inspections"). Any such Inspections shall be at City's sole cost and expense.

b. The license granted by this Agreement shall be effective until the earlier to occur of: (a) one year from the date this Agreement is fully executed; or (b) the date on which the Rehab Work is completed.

2. Manner of Inspections.

a. City shall notify DDR of any such Inspections a minimum of 24 hours prior of commencement of such work. DDR reserves the right to have a representative of DDR at the affected location.

b. City shall promptly repair any damage to the Inspection Property attributable to the conduct of the Inspections, and shall promptly return the affected portion of the Property to substantially the same condition as existed prior to the conduct thereof.

c. City and DDR acknowledge that a portion of the Rehab Work will take place within the access point on the property owned by DDR and bordering Decatur Boulevard, as

depicted on Exhibit "C" attached hereto and incorporated herein (the "Decatur Blvd Access Point"). City agrees to use commercially reasonable efforts to perform the Rehab Work in the Decatur Blvd Access Point at such times and in such a manner so as to not interfere with the normal business operations at the shopping center. City acknowledges that the Decatur Blvd Access point will be closed only on a temporary basis, at such times so as to minimally affect access to the shopping center (ie, during non-business hours), and only as reasonably necessary to complete the Rehab Work timely.

d. Notwithstanding anything to the contrary as contained in this Agreement, the license granted in this Agreement shall be conditioned upon the following: (i) all Inspections shall be performed in a manner which does not interfere with the use, operation or enjoyment of the Property, including, but not limited to, the rights of any tenants on the Property; (ii) City and the Inspectors shall not speak or otherwise communicate with any tenant of the Property; and (iii) no invasive, intrusive or destructive testing, environmental sampling, environmental testing, or soil investigations shall be performed without DDR's express prior written consent, not to be unreasonably withheld, conditioned or delayed.

3. Indemnification; Insurance. City hereby agrees to indemnify, subject to the provisions of Nevada Revised Statute 41.035, defend and hold harmless DDR from and against any losses, liabilities, damages, costs or expenses incurred by DDR as a result of City's and/or the Inspectors entry onto the Property. City acknowledges and agrees that any such Inspections conducted by City or the Inspectors shall be solely at the risk of City.

4. Miscellaneous.

a. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, successors in interest, and assigns.

b. This Agreement, together with the attached exhibit(s), contains all of the terms and conditions of the agreement between the parties hereto, and any and all prior and contemporaneous oral and written agreements are merged herein.

c. All notices desired or required to be given hereunder shall be sent by certified or registered mail, return receipt requested, or by Federal Express or other nationwide overnight courier service to the parties at the addresses shown on the first page hereof or at such other address as either of the parties may notify the other in writing. All such notices shall be deemed effective upon receipt.

d. No failure or delay by DDR in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

e. This Agreement may only be modified or waived by a separate writing executed by both the City and DDR expressly so modifying or waiving provisions of this Agreement.

f. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to the laws of conflict of laws.

g. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

h. If one or more of the provisions of this Agreement or the application thereof shall be invoked, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application thereof shall in no way be affected or impaired.

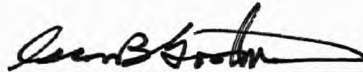
i. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

j. All of the obligations of City under this Agreement shall survive the expiration or termination of this Agreement.

[remainder of page intentionally left blank; signatures to follow]

The parties have executed this Agreement as of the date set forth by their respective signatures.

CITY OF LAS VEGAS



OSCAR B. GOODMAN, Mayor

Date

ATTEST:

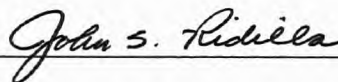
The "City"



~~Beverly K. Bridges, CMC, City Clerk~~

By Vicky Darling
Chief Deputy City Clerk

Approved as to form:



4/16/08

Date

John S. Ridilla
Deputy City Attorney

Owners Name

DDR MDT MV Las Vegas LLC,
A Delaware limited liability company

By


DAVID E. WEISS

4/1/08
Date

Address

3300 Enterprise Parkway
Beachwood, Ohio 44122

Exhibit "A"

Property

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF "THE MEADOWS" AS SHOWN IN BOOK 18 PAGE 56 OF PLATS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AS SHOWN IN SAID PLAT; THENCE ALONG THE SOUTH LINE THEREOF, SOUTH 89°40'29" EAST, A DISTANCE OF 50.00 FEET TO A LINE PARALLEL WITH AND 50.00 FEET DISTANT MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4); THENCE DEPARTING SAID SOUTH LINE, ALONG SAID LINE PARALLEL WITH SAID WEST LINE, NORTH 00°18'05" WEST, A DISTANCE OF 169.14 FEET TO THE **POINT OF BEGINNING** ON THE EASTERLY RIGHT OF WAY LINE OF DECATUR BOULEVARD AS DESCRIBED IN BOOK 948 INSTRUMENT NUMBER 907773 OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 04°10'48" EAST, A DISTANCE OF 76.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 330.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 85°49'12" EAST; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 25.81 FEET, THROUGH A CENTRAL ANGLE OF 04°28'53" TO A LINE PARALLEL WITH AND 55.00 DISTANT MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID NORTH HALF (N 1/2); THENCE ALONG SAID LINE SOUTH 00°18'05" EAST, A DISTANCE OF 76.67 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET; THENCE DEPARTING SAID LINE, SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 9.58 FEET, THROUGH A CENTRAL ANGLE OF 21°56'46" TO THE POINT OF CUSP OF A CURVE ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID PLAT, BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 94.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 67°45'09" EAST; THENCE NORTHERLY ALONG SAID BOUNDARY LINE AND SAID CURVE, AN ARC LENGTH OF 36.00 FEET, THROUGH A CENTRAL ANGLE OF 21°56'46" TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 264 SQUARE FEET MORE OR LESS.

PARCEL B

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AS SHOWN IN SAID PLAT; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4), NORTH 00°18'05" WEST, A DISTANCE OF 354.48 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°41'55" EAST, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING** AND THE SOUTH BOUNDARY OF THE NEVADA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY AS DESCRIBED IN BOOK 20020416 INSTRUMENT NUMBER 00135 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID RIGHT OF WAY, THE FOLLOWING THREE COURSES, (1) NORTH 02°27'40" EAST, A DISTANCE OF 24.11 FEET; (2) THENCE NORTH 02°28'07" EAST, A DISTANCE OF 26.26 FEET; (3) THENCE NORTH 02°56'46" EAST, A DISTANCE OF 17.58 FEET; THENCE DEPARTING SAID EASTERLY LINE, SOUTH 00°26'14" EAST, A DISTANCE OF 31.50 FEET; THENCE SOUTH 02°01'41" WEST, A DISTANCE OF 37.64 FEET; THENCE SOUTH 00°15'44" EAST, A DISTANCE OF 1.78 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF DECATUR BOULEVARD AS DESCRIBED IN BOOK 948 INSTRUMENT NUMBER 907773 OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 33°19'31" WEST, A DISTANCE OF 3.62 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 100 SQUARE FEET ACRES, MORE OR LESS.

ATTACHED HERETO ARE EXHIBITS LABELED "EXHIBIT B" AND "EXHIBIT C" AND BY THIS REFERENCE MADE A PART THEREOF.

BASIS OF BEARINGS

NORTH 00°18'05 WEST, BEING THE BEARING OF THE WEST LINE OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

THE ABOVE LEGAL DESCRIPTION
WAS PREPARED BY: E. OBRA
CHECKED BY:

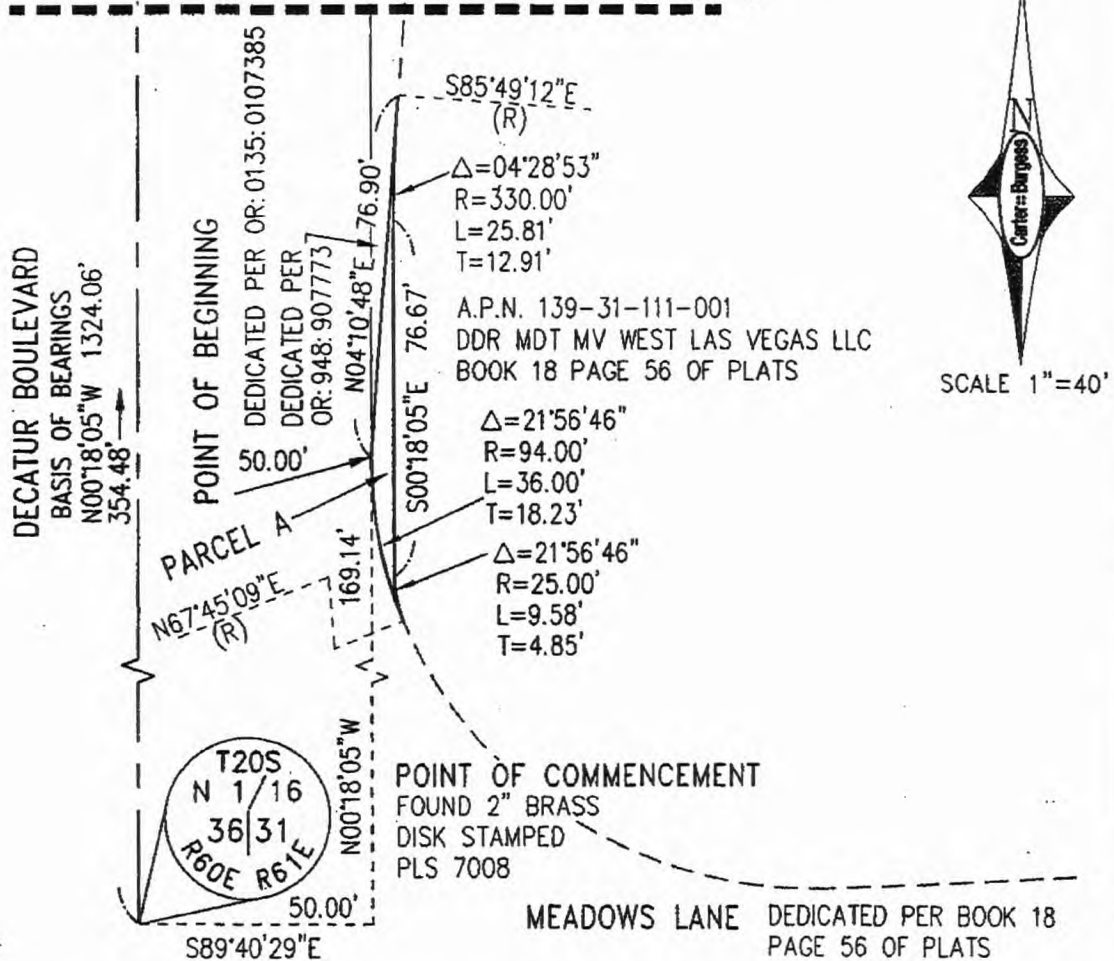
CRAIG WILSON, PLS 15392
~~Carter-Burgess~~
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119



4/16/07

S:\240683\LEGALS\EXHIBITS\APN-139-31-111-001
S:\240683\MAPPING\EXHIBITS\APN-139-31-111-001

MATCH LINE SEE EXHIBIT C



BASIS OF BEARINGS: NORTH 00°18'05" WEST, BEING THE BEARING OF THE WEST LINE OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

OWNER: _____ DDR MDT MV WEST LAS VEGAS LLC
PARCEL NO.: _____ 139-31-111-001
SECTION, TOWNSHIP, RANGE: _____ SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST
TOTAL AREA OF PARCEL: _____ 6.83 ACRES± (CALCULATED)
AREA OF RIGHT-OF-WAY TAKE: _____ TOTAL = 364 SQUARE FEET±
AREA OF RIGHT-OF-WAY WITHIN USA PATENT EASEMENT: _____ N/A
TOTAL REMAINING AREA OF PARCEL: _____ 6.82 ACRES±
REFERENCE: _____ BOOK 18 PAGE 56 OF PLATS

EXHIBIT B

JOB NO: 240683

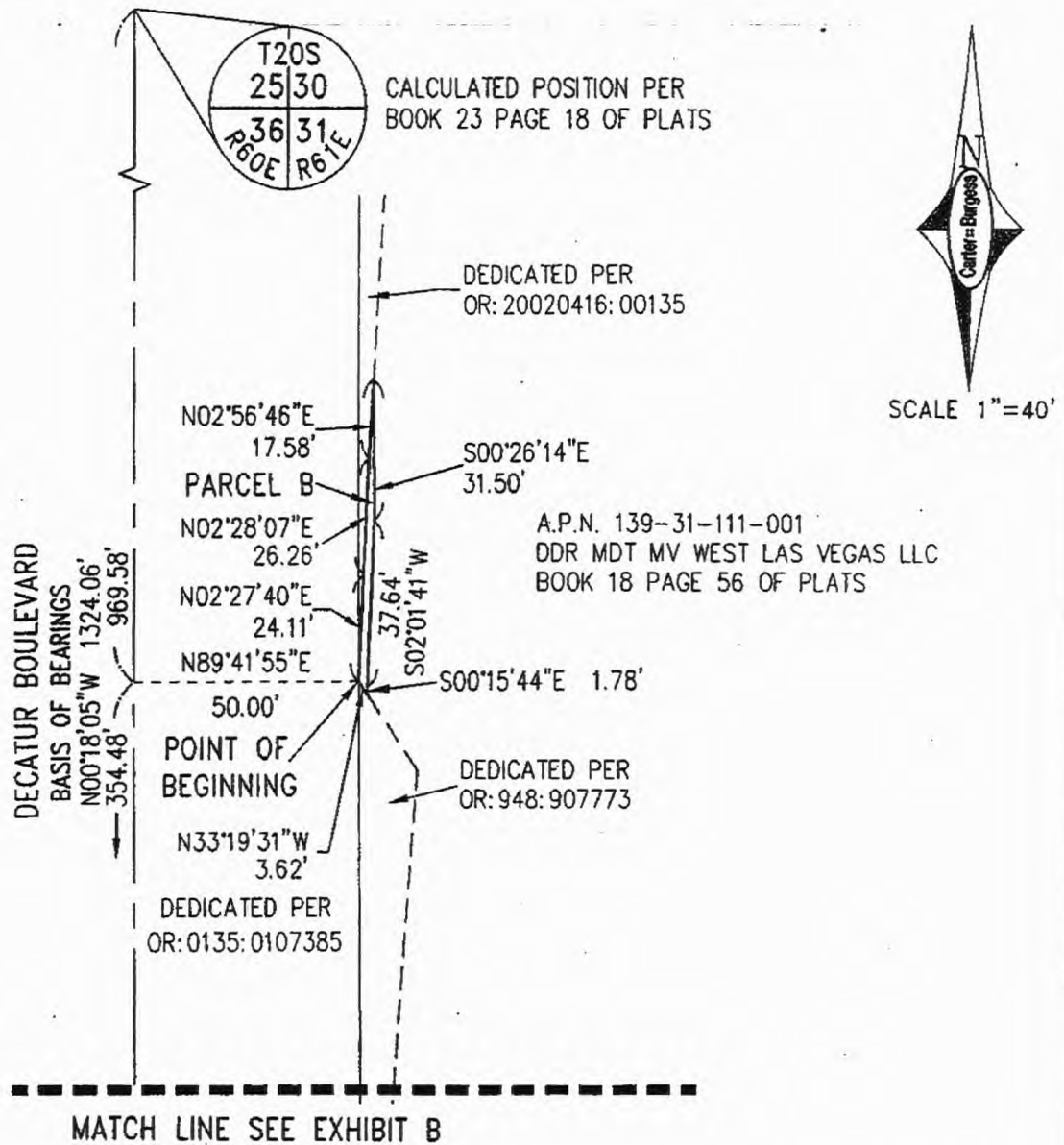
DATE: 04/10/2007

DRAWN BY: EO

CHECKED BY: CDW

Carter-Burgess

6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400



BASIS OF BEARINGS: NORTH 00°18'05 WEST, BEING THE BEARING OF THE WEST LINE OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

S:\240683\LEGALS\EXHIBITS\APN-139-31-111-001
S:\240683\MAPPING\EXHIBITS\APN-139-31-111-001

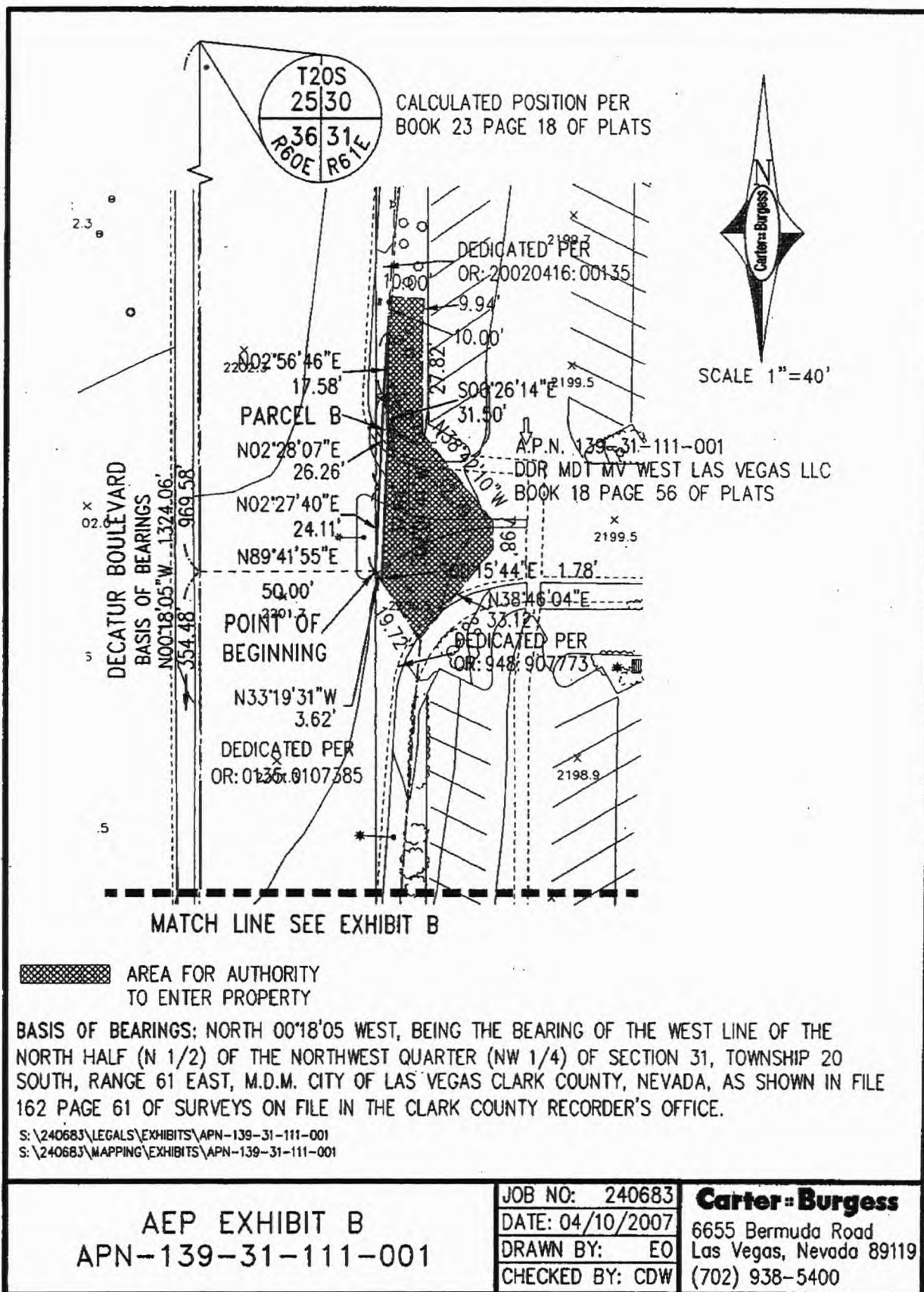
EXHIBIT C

JOB NO: 240683
DATE: 04/10/2007
DRAWN BY: EO
CHECKED BY: CDW

Carter-Burgess
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400

Exhibit "B"

Inspection Property



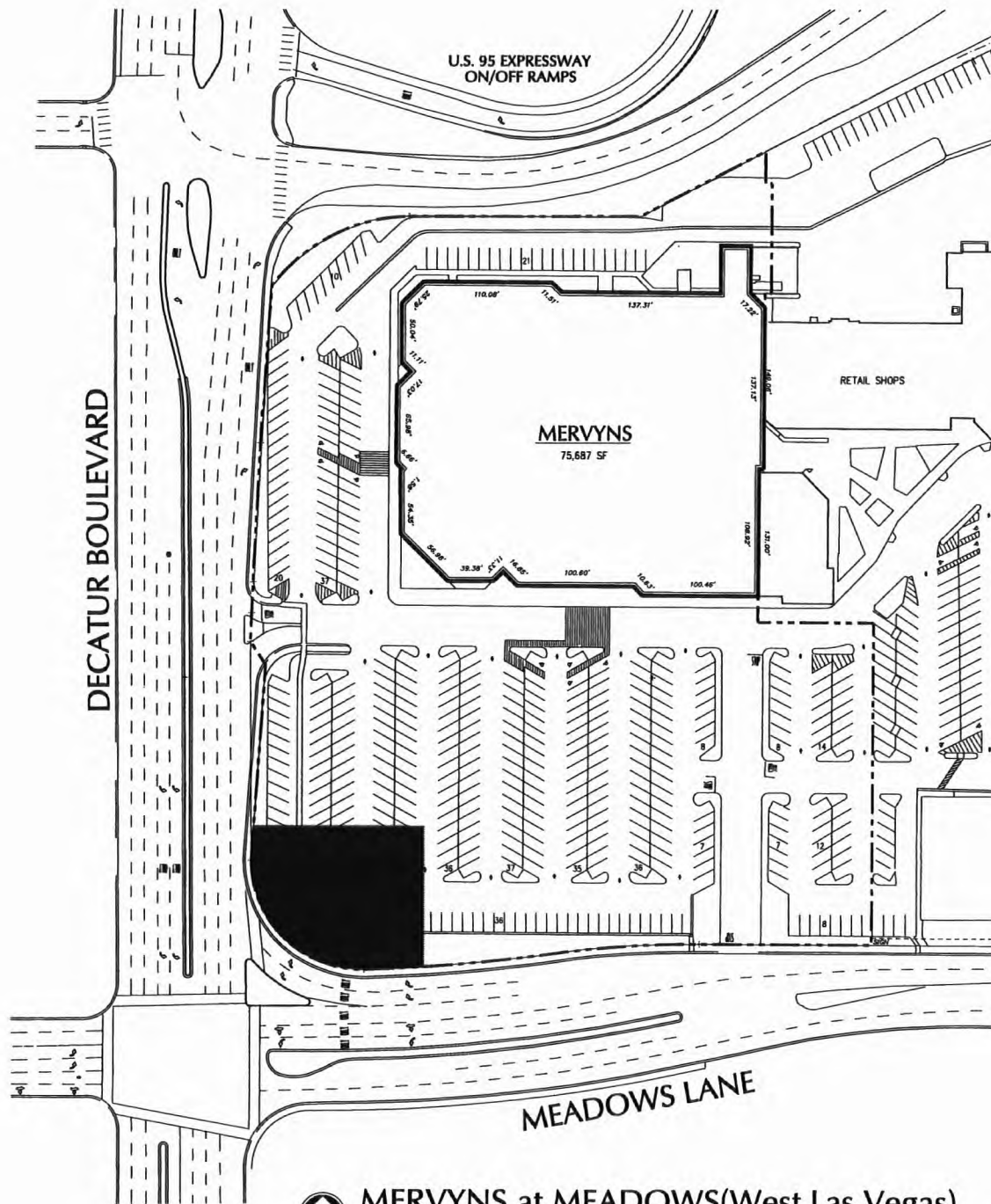
AEP EXHIBIT B
 APN-139-31-111-001

JOB NO: 240683
 DATE: 04/10/2007
 DRAWN BY: EO
 CHECKED BY: CDW

Carter-Burgess
 6655 Bermuda Road
 Las Vegas, Nevada 89119
 (702) 938-5400

Exhibit "C"

Decatur Blvd Access Point



PROPOSED OUTPARCEL AREA
MAXIMUM ALLOWABLE BLDG. AREA- 7,500 SF.

TENANT INDEX

REVISION
12.06.05

MERVYNS

75,687 SF



MERVYNS at MEADOWS(West Las Vegas)
Las Vegas , Nevada

LIMITED RIGHT OF ACCESS AGREEMENT

THIS LIMITED RIGHT OF ACCESS AGREEMENT ("Agreement") is made as of the date of last execution hereof between **DDR MDT MV West Las Vegas**, a Delaware limited liability company, with offices for notice purposes located at c/o Developers Diversified Realty Corporation, 3300 Enterprise Parkway, Beachwood, Ohio 44122, Attn: General Counsel ("DDR"), and the **City of Las Vegas**, a Municipal Corporation, with offices for notice purposes located at 400 Stewart Avenue, Las Vegas, Nevada 89101, Attn: Kevin Cerny ("The City").

WITNESSETH:

WHEREAS, the DDR has agreed to transfer certain parcels to the City as part of the Decatur Boulevard Street Rehabilitation Project (the "Rehab Work") adjacent to the property owned by DDR, as more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, DDR has also agreed to permit certain representatives of the City to enter onto certain additional property owned by DDR for purposes of coordinating the Rehab Work (the "Inspection Property") as more particularly described on Exhibit "B" attached hereto and incorporate herein; and

WHEREAS, this Agreement is intended solely to grant City the right of access to the Inspection Property to assure City the opportunity to conduct certain inspections and investigations with respect to the Property, and with regard to the Rehab Work as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Right of Access; Term.

a. Subject to the terms and conditions contained herein, DDR hereby grants to City, its agents, employees, engineers and contractors (collectively, the "Inspectors") a license to enter upon the Inspection Property for the sole purpose of conducting inspections and investigations reasonably required by City in order to determine the suitability of the Property for City's purposes (collectively, the "Inspections"). Any such Inspections shall be at City's sole cost and expense.

b. The license granted by this Agreement shall be effective until the earlier to occur of: (a) one year from the date this Agreement is fully executed; or (b) the date on which the Rehab Work is completed.

2. Manner of Inspections.

a. City shall notify DDR of any such Inspections a minimum of 24 hours prior of commencement of such work. DDR reserves the right to have a representative of DDR at the affected location.

b. City shall promptly repair any damage to the Inspection Property attributable to the conduct of the Inspections, and shall promptly return the affected portion of the Property to substantially the same condition as existed prior to the conduct thereof.

c. City and DDR acknowledge that a portion of the Rehab Work will take place within the access point on the property owned by DDR and bordering Decatur Boulevard, as

depicted on Exhibit "C" attached hereto and incorporated herein (the "Decatur Blvd Access Point"). City agrees to use commercially reasonable efforts to perform the Rehab Work in the Decatur Blvd Access Point at such times and in such a manner so as to not interfere with the normal business operations at the shopping center. City acknowledges that the Decatur Blvd Access point will be closed only on a temporary basis, at such times so as to minimally affect access to the shopping center (ie, during non-business hours), and only as reasonably necessary to complete the Rehab Work timely.

d. Notwithstanding anything to the contrary as contained in this Agreement, the license granted in this Agreement shall be conditioned upon the following: (i) all Inspections shall be performed in a manner which does not interfere with the use, operation or enjoyment of the Property, including, but not limited to, the rights of any tenants on the Property; (ii) City and the Inspectors shall not speak or otherwise communicate with any tenant of the Property; and (iii) no invasive, intrusive or destructive testing, environmental sampling, environmental testing, or soil investigations shall be performed without DDR's express prior written consent, not to be unreasonably withheld, conditioned or delayed.

3. Indemnification; Insurance. City hereby agrees to indemnify, subject to provisions of Nevada Revised Statute 41.035, defend and hold harmless DDR from and against any losses, liabilities, damages, costs or expenses incurred by DDR as a result of City's and/or the Inspectors entry onto the Property. City acknowledges and agrees that any such Inspections conducted by City or the Inspectors shall be solely at the risk of City.

4. Miscellaneous.

a. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, successors in interest, and assigns.

b. This Agreement, together with the attached exhibit(s), contains all of the terms and conditions of the agreement between the parties hereto, and any and all prior and contemporaneous oral and written agreements are merged herein.

c. All notices desired or required to be given hereunder shall be sent by certified or registered mail, return receipt requested, or by Federal Express or other nationwide overnight courier service to the parties at the addresses shown on the first page hereof or at such other address as either of the parties may notify the other in writing. All such notices shall be deemed effective upon receipt.

d. No failure or delay by DDR in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

e. This Agreement may only be modified or waived by a separate writing executed by both the City and DDR expressly so modifying or waiving provisions of this Agreement.

f. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to the laws of conflict of laws.

g. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

h. If one or more of the provisions of this Agreement or the application thereof shall be invoked, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application thereof shall in no way be affected or impaired.

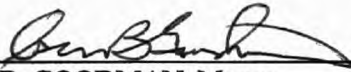
i. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

j. All of the obligations of City under this Agreement shall survive the expiration or termination of this Agreement.

[remainder of page intentionally left blank; signatures to follow]

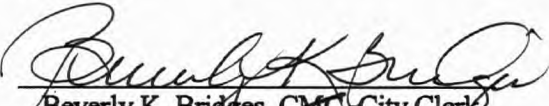
The parties have executed this Agreement as of the date set forth by their respective signatures.

CITY OF LAS VEGAS


OSCAR B. GOODMAN, Mayor Date

ATTEST:

The "City"

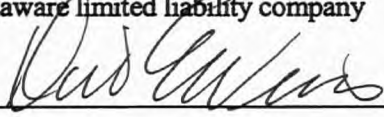

Beverly K. Bridges, CMC, City Clerk
MMC

Approved as to form:

John S. Ridilla 7/29/10
Date
John S. Ridilla
Deputy City Attorney

Owners Name

DDR MDT MV Las Vegas LLC,
A Delaware limited liability company

By: 
Date

Name: DAVID E. WEISS

Its: SR. VICE PRESIDENT

Address:

3300 Enterprise Parkway
Beachwood, OH 44122

Exhibit "A"

Property

**EXHIBIT A
LEGAL DESCRIPTION**

A PORTION OF "THE MEADOWS" AS SHOWN IN BOOK 18 PAGE 56 OF PLATS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AS SHOWN IN SAID PLAT; THENCE ALONG THE SOUTH LINE THEREOF, SOUTH 89°40'29" EAST, A DISTANCE OF 50.00 FEET TO A LINE PARALLEL WITH AND 50.00 FEET DISTANT MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4); THENCE DEPARTING SAID SOUTH LINE, ALONG SAID LINE PARALLEL WITH SAID WEST LINE, NORTH 00°18'05" WEST, A DISTANCE OF 169.14 FEET TO THE **POINT OF BEGINNING** ON THE EASTERLY RIGHT OF WAY LINE OF DECATUR BOULEVARD AS DESCRIBED IN BOOK 948 INSTRUMENT NUMBER 907773 OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 04°10'48" EAST, A DISTANCE OF 76.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 330.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 85°49'12" EAST; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 25.81 FEET, THROUGH A CENTRAL ANGLE OF 04°28'53" TO A LINE PARALLEL WITH AND 55.00 DISTANT MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID NORTH HALF (N 1/2); THENCE ALONG SAID LINE SOUTH 00°18'05" EAST, A DISTANCE OF 76.67 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET; THENCE DEPARTING SAID LINE, SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 9.58 FEET, THROUGH A CENTRAL ANGLE OF 21°56'46" TO THE POINT OF CUSP OF A CURVE ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID PLAT, BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 94.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 67°45'09" EAST; THENCE NORTHERLY ALONG SAID BOUNDARY LINE AND SAID CURVE, AN ARC LENGTH OF 36.00 FEET, THROUGH A CENTRAL ANGLE OF 21°56'46" TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 264 SQUARE FEET MORE OR LESS.

PARCEL B

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AS SHOWN IN SAID PLAT; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4), NORTH 00°18'05" WEST, A DISTANCE OF 354.48 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°41'55" EAST, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING** AND THE SOUTH BOUNDARY OF THE NEVADA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY AS DESCRIBED IN BOOK 20020416 INSTRUMENT NUMBER 00135 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID RIGHT OF WAY, THE FOLLOWING THREE COURSES, (1) NORTH 02°27'40" EAST, A DISTANCE OF 24.11 FEET; (2) THENCE NORTH 02°28'07" EAST, A DISTANCE OF 26.26 FEET; (3) THENCE NORTH 02°56'46" EAST, A DISTANCE OF 17.58 FEET; THENCE DEPARTING SAID EASTERLY LINE, SOUTH 00°26'14" EAST, A DISTANCE OF 31.50 FEET; THENCE SOUTH 02°01'41" WEST, A DISTANCE OF 37.64 FEET; THENCE SOUTH 00°15'44" EAST, A DISTANCE OF 1.78 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF DECATUR BOULEVARD AS DESCRIBED IN BOOK 948 INSTRUMENT NUMBER 907773 OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 33°19'31" WEST, A DISTANCE OF 3.62 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 100 SQUARE FEET ACRES, MORE OR LESS.

ATTACHED HERETO ARE EXHIBITS LABELED "EXHIBIT B" AND "EXHIBIT C" AND BY THIS REFERENCE MADE A PART THEREOF.

BASIS OF BEARINGS

NORTH 00°18'05 WEST, BEING THE BEARING OF THE WEST LINE OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

THE ABOVE LEGAL DESCRIPTION
WAS PREPARED BY: E. OBRA
CHECKED BY:

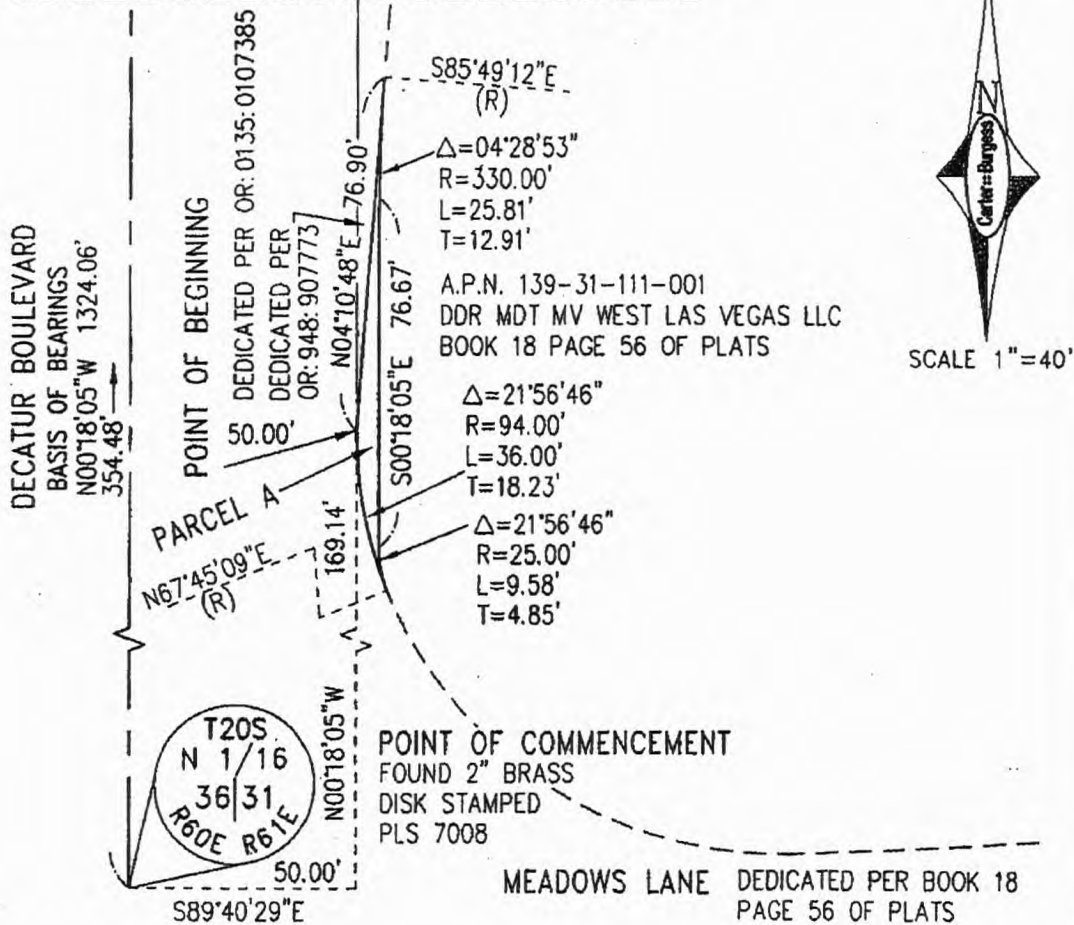
CRAIG WILSON, PLS 15392
Carter-Burgess
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119



4/16/07

S:\240683\LEGALS\EXHIBITS\APN-139-31-111-001
S:\240683\MAPPING\EXHIBITS\APN-139-31-111-001

MATCH LINE SEE EXHIBIT C



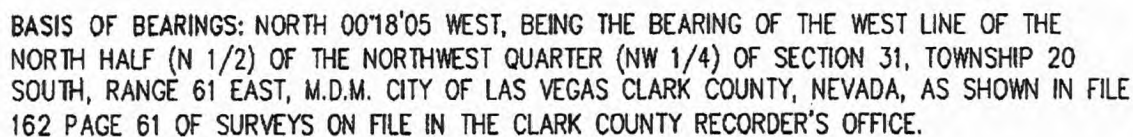
BASIS OF BEARINGS: NORTH 00°18'05 WEST, BEING THE BEARING OF THE WEST LINE OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

OWNER: _____ DDR MDT MV WEST LAS VEGAS LLC
PARCEL NO.: _____ 139-31-111-001
SECTION, TOWNSHIP, RANGE: _____ SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST
TOTAL AREA OF PARCEL: _____ 6.83 ACRES± (CALCULATED)
AREA OF RIGHT-OF-WAY TAKE: _____ TOTAL = 364 SQUARE FEET±
AREA OF RIGHT-OF-WAY WITHIN USA PATENT EASEMENT: _____ N/A
TOTAL REMAINING AREA OF PARCEL: _____ 6.82 ACRES±
REFERENCE: _____ BOOK 18 PAGE 56 OF PLATS

EXHIBIT B

JOB NO: 240683
DATE: 04/10/2007
DRAWN BY: EO
CHECKED BY: CDW

Carter-Burgess
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400



Carter-Burgess
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400

Exhibit "B"

Inspection Property

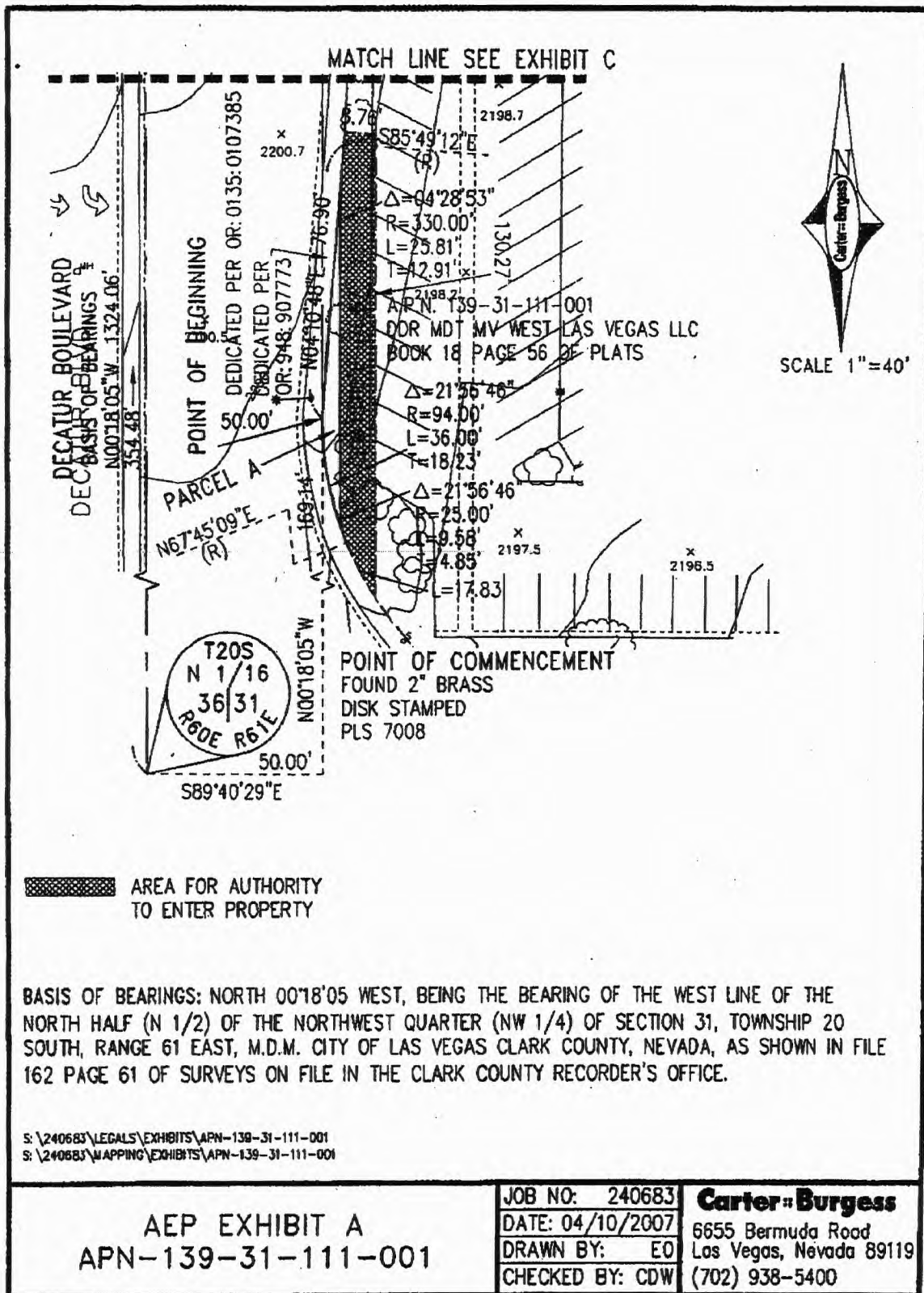
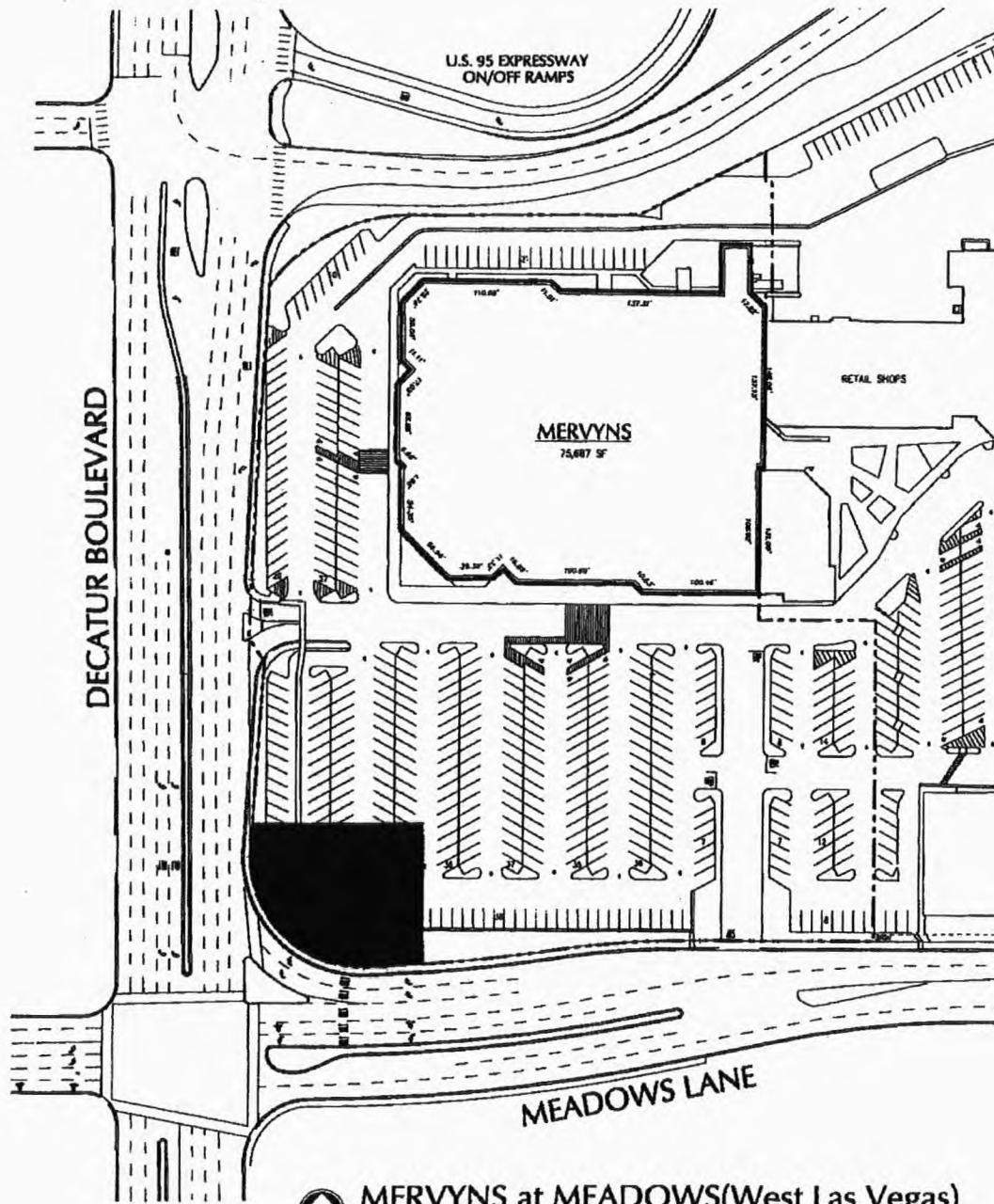


Exhibit "C"

Decatur Blvd Access Point



 PROPOSED OUTPARCEL AREA
 MAXIMUM ALLOWABLE BLDG. AREA- 7,500 SF.

TENANT INDEX		REVISION
		12.06.05
MERVYNS	75,687 SF	

 **MERVYNS at MEADOWS(West Las Vegas)**
 Las Vegas , Nevada

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

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Northwest Quarter of Section 29, Township 19 South, Range 60 East, Mount Diablo Meridian, for sewer purposes generally located on the west side of the Campbell Avenue alignment, north of Tropical Parkway, APN 125-29-201-012 - County (near Ward 6 - Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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

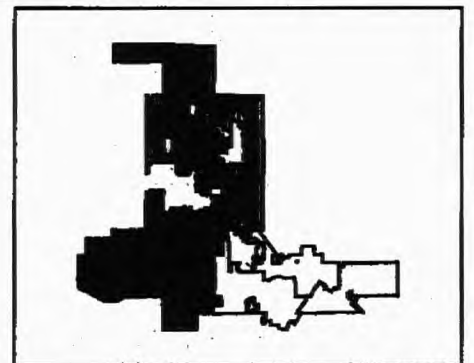
LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Declaration of Utilization - West side of Campbell Drive for Sewer Purposes



Created by: Right-of-Way 9.1 on Mar 7 2007

Due to continuous development activity
this map is for reference only.



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

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Northeast Quarter of Section 20, Township 19 South, Range 60 East, Mount Diablo Meridian for street right-of-way for Elkhorn Road, Grand Montecito Parkway and Oso Blanca Road located west of US-95 and Elkhorn Road and Tule Springs Road located east of US-95, APNs 125-20-501-002 and 003 - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

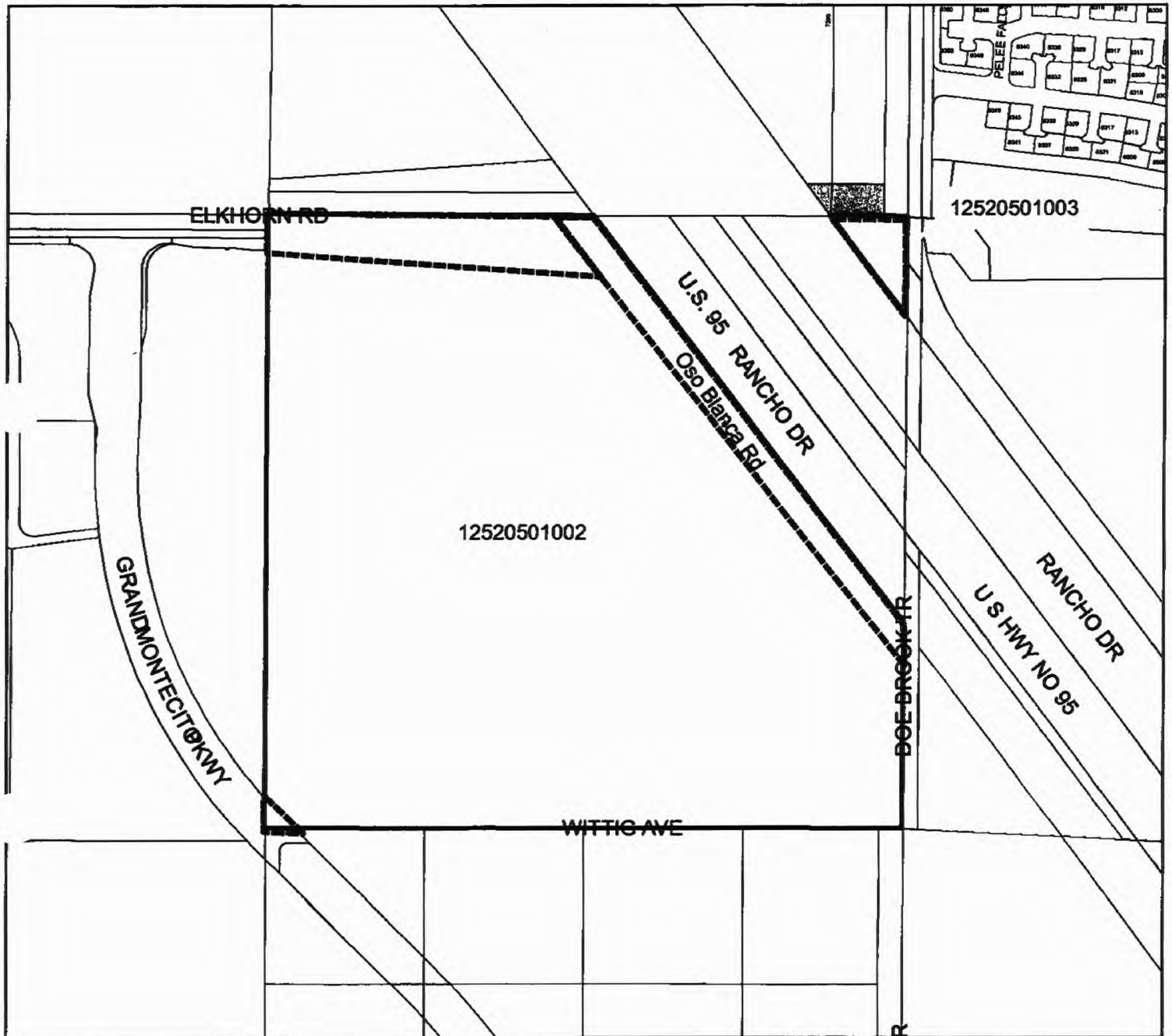
Map

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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

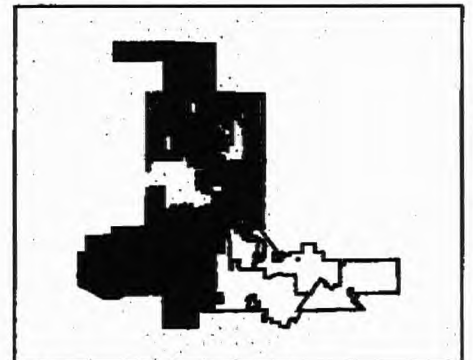
LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

City of Las Vegas Right-of-Way Dedications



Created by: Right-of-Way 9.1 on Mar 7 2007

Due to continuous development activity
this map is for reference only.



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

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Agreement to adopt, extend and amend Agreement No. P624-03-063 with the Nevada Department of Transportation (NDOT) in furtherance of the design, advertisement, award and construction management of improvements to the Charleston Boulevard/Valley View Boulevard intersection - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

The purpose of Agreement No. P624-03-063 with the Nevada Department of Transportation is to adopt, extend and amend in furtherance of the design, advertisement, award and construction management of improvements to the intersection of Charleston Boulevard and Valley View Boulevard. The amendment includes eliminating certain improvements that have already been constructed by previous projects. The original agreement was approved by the City Council on May 27, 2003.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agreement to Adopt, Extend and Amend Agreement No. P624-03-063
2. Cooperative (Stewardship) Agreement 5-27-2003

Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

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)

Agreement to Adopt, Extend and Amend
Agreement No. P624-03-063

30th This Agreement to Adopt, Extend and Amend is made and entered into this day of APRIL, 2007, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT and the City of Las Vegas, 400 East Stewart Street, Las Vegas, NV 89101, hereinafter referred to as the CITY.

WITNESSETH

WHEREAS, on the 27th day of May 2003, the parties hereto entered into Agreement No. P624-03-063, in furtherance of the design, advertisement, award and construction management of improvements to the intersection of Charleston Boulevard and Valley View; and on December 31, 2003, the parties entered into Amendment No. 1 to the agreement to extend the termination date; and on September 15, 2004 the parties entered into Amendment No. 2 to the agreement to extend the termination date; and on December 30, 2005 the parties entered into Amendment No. 3 to the agreement to change the scope of work and the money involved and to extend the termination date; and

WHEREAS, following the 31st day of December 2006, the parties hereto have continued to perform their respective obligations and duties provided under Agreement No. P624-03-063, in furtherance of the objectives of said Agreement; and

WHEREAS, the parties hereto desire to ratify and adopt their respective conduct and actions performed subsequent to the 31st day of December 2006, and performed in furtherance of the objectives of Agreement No. P624-03-063 and desire to continue their respective performance of obligations and duties, in furtherance of the objectives of said Agreement; and

WHEREAS, it is in the best interests of the parties hereto and the people of the State of Nevada that this Agreement to Adopt, Extend and Amend be executed.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement to Adopt, Extend and Amend, and those set forth within Agreement No. P624-03-063 dated May 27, 2006, the parties hereto agree as follows:

- A. Agreement No. P624-03-063 shall be extended and amended.
- B. The parties hereto adopt and ratify their respective conduct and actions performed subsequent to the 31st day of December 2006, and performed in furtherance of the objectives of Agreement No. P624-03-063.
- C. Paragraph 1 of ARTICLE III-IT IS MUTUALLY AGREED, of Agreement No. P624-03-063 is hereby deleted in its entirety and is replaced by the following:

"1. The term of this Agreement shall be from the date first written above through and including December 31, 2008, or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first, unless a change is further agreed to by written amendment signed by all parties."

**DUPLICATE
ORIGINAL**

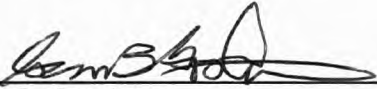
Agreement No.

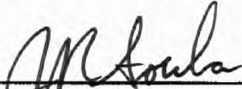
D. The parties hereto shall continue to perform each and every term and condition set forth in Agreement No. P624-03-063, as amended by this Agreement to Adopt, Extend and Amend, until termination of said Agreement as provided for within ARTICLE III-IT IS MUTUALLY AGREED, of Agreement No. P624-03-063.

IN WITNESS WHEREOF, the above parties have hereunto set their hands and executed this Agreement to Adopt, Extend And Amend, on the date first written above.

CITY OF LAS VEGAS

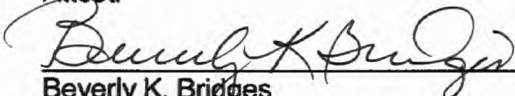
STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

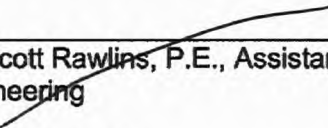

Oscar B. Goodman
Mayor


Asst. Director - ~~ENG~~

Reviewed:

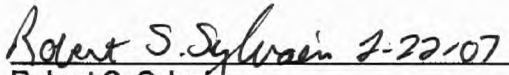
Attest:

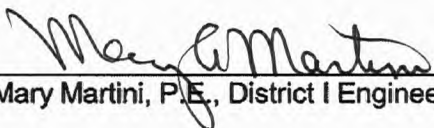

Beverly K. Bridges
Acting City Clerk


R. Scott Rawlins, P.E., Assistant Director -
Engineering

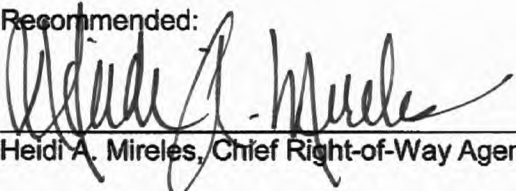
Approved as to Form:

Recommended:

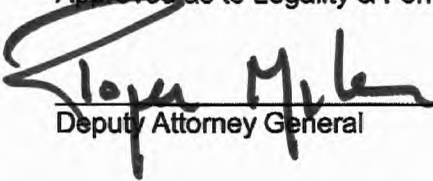

Robert S. Sylvain
Deputy City Attorney


Mary Martini, P.E., District I Engineer

Recommended:


Heidi A. Mireles, Chief Right-of-Way Agent

Approved as to Legality & Form:


Deputy Attorney General

**DUPLICATE
ORIGINAL**

**COOPERATIVE (STEWARDSHIP) AGREEMENT
CHARLESTON AND VALLEY VIEW INTERSECTION IMPROVEMENTS**

This Agreement is made and entered into the 27th day of May, 2003, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and City of Las Vegas, 400 East Stewart Street, Las Vegas, NV 89101, hereinafter called the CITY.

WITNESSTH:

WHEREAS, agreements between the DEPARTMENT and public agencies are authorized under Chapters 277 and 408 of the Nevada Revised Statutes (NRS); and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Plan allowing the DEPARTMENT to assume the responsibilities of the FHWA under Title 23 United States Code for design, plans, specifications, estimates, contract awards, and inspection of projects; and

WHEREAS, the Stewardship Plan allows the DEPARTMENT under certain circumstances to further delegate project review, oversight and administration to capable local agencies; and

WHEREAS, this Agreement is intended to delegate authority to the CITY to design, advertise, award, and manage construction of improvements to the intersection of Charleston Boulevard and Valley View as outlined in the Project Scope attached hereto and incorporated herein as Attachment A, hereinafter called the PROJECT; and

WHEREAS, the PROJECT has been approved for Safety funds; and

WHEREAS, this Agreement and the PROJECT is of mutual benefit to the DEPARTMENT and the CITY as it provides a means of designing and constructing a project in the most efficient and cost-effective method.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To follow State Law, regulations and directives for developing and approving project designs, overseeing projects and administering contracts.
2. To delegate authority to the CITY to design (including the development of plans, specifications, and estimates), complete the National Environmental Policy Act (NEPA) documentation, obtain the environmental permits and clearances, advertise, award, and manage construction of the PROJECT.

3. To assure that the CITY's actions are in accordance with Federal, State and local laws, regulations and policies.
4. To program Federal Safety funding for Four Hundred Thirty-seven Thousand Six Hundred Eleven and 00/100 Dollars (\$437,611.00) and State funding for Twenty-three Thousand Thirty-two and 00/100 Dollars (\$23,032.00) for the PROJECT, and to set up a Project Identification Number to track all PROJECT costs.
5. Once the funding is programmed, to authorize through a written notice to proceed, the CITY to proceed with the design of the PROJECT.
6. To coordinate the NEPA process, environmental permits and clearances with the appropriate Regulatory Agency and the CITY based on the documentation provided by the CITY.
7. Upon receipt of the NEPA documentation, environmental permits and clearances, to assure that Federal environmental laws and regulations were met on the PROJECT and to certify the PROJECT in accordance with Federal requirements.
8. To review and comment on the CITY's design (including plans, specifications and estimates) in a timely manner.
9. To review the CITY design and assure that American Association of State Highway Transportation Officials (AASHTO) and Manual of Uniform Traffic Control Devices (MUTCD) Guidelines are followed.
10. To review all exceptions to DEPARTMENT, and AASHTO design standards, and to approve those exceptions when acceptable.
11. To invoke the DEPARTMENT's authority under NRS 408.210 (4) to require relocation or adjustment of any encroachments including utility facilities on DEPARTMENT permits occupying the DEPARTMENT's right-of-way pursuant to NRS 408.210 and/or NRS 408.423 needed to accommodate construction of the PROJECT.
12. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect said utility relocations.
13. To assure that Federal right-of-way laws and regulations are met on this PROJECT and document those actions in accordance with the DEPARTMENT's administrative requirements.
14. To assure that the CITY's procedures for advertising, bid opening and award of the PROJECT are in accordance with the Federal requirements.
15. To assure that all reporting and project documentation, as necessary for financial management and applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

16. To authorize the CITY to proceed with the advertisement/award of the contract and construction of the PROJECT, through a written notice to proceed once the final design (including plans, specifications and estimates) has been reviewed and approved, all certifications have been completed and the funding authorized.

17. To assign a Project Coordinator and/or a Resident Engineer to act as the DEPARTMENT's representative to monitor all aspects of the PROJECT with specific responsibility to ensure all Federal requirements are met.

18. To issue an encroachment permit to the CITY, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing the PROJECT.

19. To reimburse the CITY upon completion of the PROJECT, for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT PROJECT costs. Total reimbursement shall not exceed the total programmed amount minus any DEPARTMENT PROJECT costs.

20. To maintain the pavement, islands, and curb and gutter portion of the PROJECT after construction and upon final acceptance of the work within the limits of the PROJECT.

21. To be responsible for the five percent (5%) match of the Federal Funds.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces the design (including the development of plans, specifications and estimates), obtain the environmental permits and clearances, advertise, award and provide the construction management of this PROJECT, as outlined in Attachment A, in accordance with State and local laws, regulations and policies and Federal regulations and policies including but not limited to those listed in the "Contract Administration Core Curriculum Participant's Manual and Reference Guide", incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with AASTHO, MUTCD, and DEPARTMENT standards. The PROJECT shall be operated, and maintained in accordance with State laws, regulations, directives, and safety standards.

2. To include the required Federal and State provisions in the bid documentation including but not limited to those listed in Attachment B, attached hereto and incorporated herein.

3. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the new improvements at no cost to the PROJECT or the CITY.

4. To complete the NEPA documentation and coordinate the NEPA process, environmental permits and clearances with the DEPARTMENT.

5. To invite the DEPARTMENT to project meetings including field reviews, right-of-way settings, review meetings and the pre-construction conference.

6. To submit to the DEPARTMENT for review and approval, preliminary plans at sixty percent (60%), ninety percent (90%) and one hundred percent (100%) design stages. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications and cost estimate.

7. To provide design exception documentation to the DEPARTMENT for approval.

~~8. To submit to the DEPARTMENT for review and approval five (5) final sets of plans, specifications and estimates prior to advertising.~~

9. To obtain an encroachment permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT, prior to advertising the PROJECT.

10. To follow the terms and conditions of the encroachment permit and to incorporate those terms and conditions into the contract bid documents.

11. To obtain the DEPARTMENT's approval for all exceptions to DEPARTMENT and AASHTO design standards.

12. To provide certification that the design was completed to DEPARTMENT, AASHTO and/or MUTCD standards.

13. To proceed with the PROJECT advertisement only after receiving written approval from the DEPARTMENT.

14. To submit the bid tabulation to the DEPARTMENT for review and to award the contract only after receiving the DEPARTMENT's concurrence.

15. To perform the contract administration of the construction contract by providing appropriate personnel to observe, review, inspect, perform materials testing, to be in responsible charge of the construction and be capable of answering any question that may arise in relation to the contract plan and specifications during construction, to be responsible for insuring that all applicable NEPA, environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met, and to report to the DEPARTMENT's Resident Engineer questions as to the administration of the contract in accordance with Federal requirements and acceptable fulfillment of the contract on the part of the contractor.

16. To receive DEPARTMENT approval for any supplementals and/or change orders prior to incorporating into the PROJECT.

17. To allow the DEPARTMENT or its designated representatives to observe, review,

and inspect all work associated with the PROJECT during construction.

18. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual", incorporated herein by reference.

19. To require that the contractors and subcontractors for the PROJECT complete Form FHWA-1391, "Federal-Aid Highway Construction Contractors Annual EEO Report", in compliance with 23 U.S.C.140a and 23 Code of Federal Regulations Part 230. The data for Form FHWA-1391 shall be for PROJECT personnel only and shall be taken from the last payroll period for the month of July. The form shall be forwarded to the DEPARTMENT's Resident Engineer by the 20th of August for each year that work is completed on the PROJECT during the month of July.

20. To submit two (2) sets of as-built plans to the DEPARTMENT prior to requesting the conduct of the final inspection.

21. To invoice the DEPARTMENT upon completion of the PROJECT, for actual PROJECT costs based on supporting documentation. Total reimbursement shall not exceed the total programmed amount minus any DEPARTMENT PROJECT expenses. The invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The Resident Engineer shall forward the invoice to the DEPARTMENT's Stewardship Coordinator.

22. To maintain the traffic signal lights, streetlights, and sidewalk portion of the PROJECT and to be responsible for the costs of supplying the power to the lights

23. To complete and sign Attachment C - "Affidavit Required under Section 112(c) of Title 23 United States Code", and Attachment D - "Certification Required by Section 1352 of Title 31, United States Code, Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities", attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including December 31, 2003, or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in Office of Management and Budget (OMB) Circular A-87.

3. The description of the PROJECT is preliminary and may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. All right-of-way for the PROJECT is in place and the parties believe that there are no utility facilities, which by means of prior rights or franchise agreements would require the CITY to pay for any utility relocation in order to accommodate the PROJECT. If it is determined at a later date that this is not the case, an amendment to this Agreement shall be required. The DEPARTMENT shall acquire all necessary right-of-way and/or work with the utility companies in order to relocate the impacted utilities. All costs associated with the right-of-way acquisition and/or utility relocation shall become a PROJECT cost. The CITY will be responsible for completing the additional NEPA documentation, environmental permits and clearances associated with the right-of-way acquisition. The DEPARTMENT will coordinate with the Regulatory Agencies and the CITY and will certify the PROJECT in accordance with the Federal requirements.

5. Each party agrees to perform the tasks identified in Attachment E - Responsibility Checklist, attached hereto and incorporated herein.

6. Each party agrees to complete a final inspection and punch list prior to final acceptance of the work by the DEPARTMENT.

7. The total PROJECT costs are Four Hundred Sixty Thousand Six Hundred Forty-three and 00/100 Dollars (\$460,643.00), which includes Four Hundred Thirty-seven Thousand Six Hundred Eleven and 00/100 Dollars (\$437,611.00), comprising ninety-five percent (95%), of Federal funding, and a match of Twenty-three Thousand Thirty-two and 00/100 Dollars (\$23,032.00), comprising five percent (5%), which match shall be the responsibility of the DEPARTMENT.

8. The following is a summary of estimated costs and available funds.

Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
CITY Preliminary Engineering Costs:	\$ 25,000.00
DEPARTMENT Right-of-Way Costs:	\$ 15,000.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 50,000.00
Construction Costs:	<u>\$360,643.00</u>

<u>Total Costs:</u>	\$460,643.00
---------------------	--------------

Available Funding Sources:

Federal Safety Funds:	\$437,611.00
DEPARTMENT Funds:	<u>\$ 23,032.00</u>

<u>Total Funding:</u>	\$460,643.00
-----------------------	--------------

9. DEPARTMENT is responsible for the matching funds.
10. The CITY may not incur any PROJECT costs until this Agreement is executed and the DEPARTMENT has issued a "Notice to Proceed".
11. The total PROJECT costs shall be determined by adding together the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. The DEPARTMENT match will be calculated using the applicable percent of the total PROJECT costs eligible for Federal funding. The CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding.
12. The DEPARTMENT does not provide any warranty that the estimate is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The final costs may vary widely depending on the Contractor's bid prices.
13. This Agreement may be terminated by either party provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
14. Should this Agreement be terminated by the CITY for any reason prior to completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall be required to reimburse all of the PROJECT costs incurred to date of termination, including any costs incurred by the DEPARTMENT as a result of the termination.
15. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Thomas E. Stephens, P.E., Director
Attn: Kristena Shigenaga, P.E.
Stewardship Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7569
Fax: (775) 888-7401
E - mail address: kshigenaga@dot.state.nv.us

FOR CITY:

Ed Nettenstrom, P.E.
Project Manager
City of Las Vegas
Department of Public Works
Engineering Design
400 East Stewart Street
Las Vegas, NV 89101
Phone: (702) 229-6272
Fax: (702) 382-3232
E-mail: enettenstrom@ci.las-vegas.nv.us

16. The CITY will award the total contract in accordance with its rules and procedures to the lowest responsive and responsible bidder. If the lowest responsive and responsible bid exceeds the Engineer's estimate by more than seven percent (7%) of the total estimate, the CITY has the right but not the obligation to reject any and all bid proposals.

17. The CITY will insure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive property of the CITY and the DEPARTMENT. CITY will ensure any consultant will not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of the CITY and the DEPARTMENT.

18. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification ("indemnified party"), to serve the other party ("indemnifying party") with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

19. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

20. An alteration ordered by the DEPARTMENT that substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amended Agreement that will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

21. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

22. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

23. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

24. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

25. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

26. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

27. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

28. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in cooperative action set forth herein.

29. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

30. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and

this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

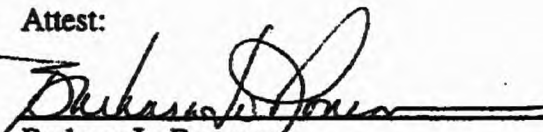
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF LAS VEGAS



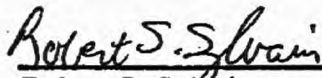
Oscar B. Goodman
Mayor

Attest:



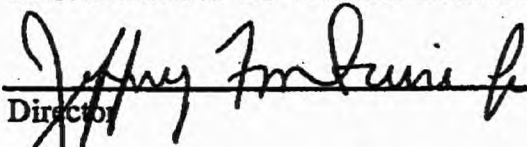
Barbara Jo Ronemus
City Clerk

Approved as to Form:

 2-12-03

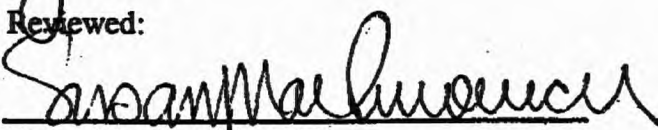
Robert S. Sylvain
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION



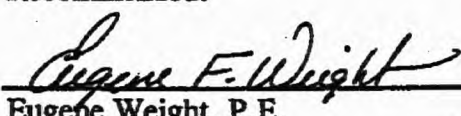
Director

Reviewed:



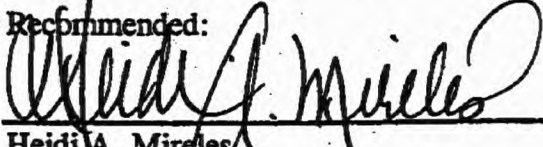
Susan Martinovich, P.E.
Assistant Director - Engineering

Recommended:



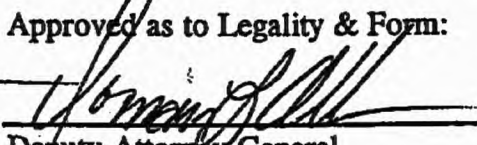
Eugene Weight, P.E.
District Engineer

Recommended:



Heidi A. Miralles
Chief Right-of-Way Agent

Approved as to Legality & Form:



Deputy Attorney General

Attachment A

SCOPE OF WORK CHARLESTON AND VALLEY VIEW INTERSECTION IMPROVEMENTS PROJECT

The project consists of all work necessary to construct a right turn pocket and a second left turn pocket on Charleston Boulevard at the intersection with Valley View. The right turn pocket will accommodate the Westbound to Northbound movement while the left turn pocket will accommodate the Westbound to Southbound movement. The estimated Project costs are as shown below:

DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
MOBILIZATION AND DE-MOBILIZATION	1	LS	\$ 50,000.00	\$ 50,000.00
REMOVE ASPHALT PAVEMENT	1,100	SY	\$ 13.50	\$ 14,850.00
REMOVE CURB AND GUTTER	390	LF	\$ 6.25	\$ 2,437.50
REMOVE CONCRETE SIDEWALK	1,950	SF	\$ 2.75	\$ 5,362.50
REMOVE MEDIAN ISLAND	4,300	SF	\$ 1.75	\$ 7,525.00
ROADWAY EXCAVATION	275	CY	\$ 10.00	\$ 2,750.00
IRRIGATION AND LANDSCAPING REPAIR	1	LS	\$ 25,000.00	\$ 25,000.00
TYPE II AGGREGATE BASE	360	CY	\$ 20.00	\$ 7,200.00
4" HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT PATCH	1,515	SY	\$ 9.25	\$ 14,013.75
ADJUST MANHOLE TO FINISH GRADE	2	EA	\$ 475.00	\$ 950.00
4" CONCRETE SIDEWALK	1,720	SF	\$ 3.00	\$ 5,160.00
TYPE "L" CURB AND GUTTER	350	LF	\$ 11.00	\$ 3,850.00
CONCRETE TACK ON ISLAND	1,025	SF	\$ 5.75	\$ 5,893.75
CONSTRUCTION SURVEY	1	LS	\$ 13,000.00	\$ 13,000.00
RELOCATE STREETLIGHT	2	EA	\$ 4,500.00	\$ 9,000.00
REMOVE AND REPLACE NO. 5 PULLBOX	3	EA	\$ 450.00	\$ 1,350.00
REMOVE PEDESTRIAN SIGNAL POLE	1	EA	\$ 950.00	\$ 950.00
TRAFFIC SIGNAL MODIFICATION	1	LS	\$ 78,000.00	\$ 78,000.00
TRAFFIC CONTROL	1	LS	\$ 25,000.00	\$ 25,000.00
RELOCATE SIGN	1	EA	\$ 300.00	\$ 300.00
PERMANENT SIGN (GROUND MOUNTED)	2	EA	\$ 300.00	\$ 600.00
TYPE 1 FILM "ONLY"	15	EA	\$ 300.00	\$ 4,500.00
TYPE 1 FILM (ARROW)	15	EA	\$ 200.00	\$ 3,000.00
PAVEMENT MARKERS (NON-REFLECTIVE)	180	EA	\$ 1.90	\$ 342.00
PAVEMENT MARKERS (REFLECTIVE)	45	EA	\$ 2.80	\$ 126.00
6" STRIPING (PAINTED)	1,980	SF	\$ 6.25	\$ 12,375.00
DUST CONTROL	1	LS	\$ 7,000.00	\$ 7,000.00
SUBTOTAL				\$ 300,535.50
CONTINGENCY (20%)				\$ 60,107.10
CONSTRUCTION TOTAL				\$ 360,642.60
USE CONSTRUCTION TOTAL				\$ 360,643.00
DEPARTMENT PRELIMINARY ENGINEERING				\$ 5,000.00
CITY PRELIMINARY ENGINEERING				\$ 25,000.00
DEPARTMENT RIGHT OF WAY (INCIDENTALS)				\$ 15,000.00
DEPARTMENT CONSTRUCTION ENGINEERING				\$ 5,000.00
CITY CONSTRUCTION ENGINEERING				\$ 50,000.00
TOTAL ESTIMATED PROJECT COSTS				\$ 460,643.00

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

DEPARTMENT: CITY MANAGER
DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:
ADMINISTRATIVE:

Report from the City Manager on Emerging Issues

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

Report only, no action required

BACKUP DOCUMENTATION:

None

Minutes:

No motion required. A report was given.

Videotape was shown but not submitted.

At the request of CITY MANAGER SELBY, CITY ATTORNEY JERBIC provided the Council with an update on the FAA right-hand turn. The City's attempt to achieve a stay on the implementation of the right-hand turn before the Ninth Circuit Court of Appeals was unsuccessful. A schedule has been set up for the lawsuit, with final briefs scheduled for the middle of July. The right-hand turn was supposed to take effect 3/20/2007 at 9:00 a.m.

MAYOR GOODMAN said his office was advised that complaints could have an impact on the ultimate decision. Therefore, he asked that noise complaints be provided to the Clark County Department of Aviation at 261-3694 and the FAA Noise Complaint Hotline at 310-725-3638.

CITY COUNCIL MEETING OF: MARCH 21, 2007

COUNCILMAN WOLFSON encouraged his constituents to keep sending his office emails regarding this issue; he reads all of them. And he is sensitive to both sides, because many people are concerned about the cost. Also, he pointed out that the hotline number is to a voice-mail recording, which has been frustrating to the constituents. He asked CITY ATTORNEY JERBIC to follow up and find out if the only way to document complaints is through voice mail, a method in which he does not have confidence.

COUNCILWOMAN TARKANIAN expressed her concern about the safety issues caused by existing overcrowding in airspace, and she does not want the FAA to attribute any noise to current flight traffic and claim that it is unrelated to the right-hand turn. The fact of the matter is that the right-hand turn poses increased safety issues.

MAYOR GOODMAN said he would like the attorney representing the City on the FAA right-hand turn to come back and advise the Council regarding the City's chances of success in the lawsuit. CITY MANAGER SELBY assured the Mayor that an item would be placed on the next Council agenda.

CITY MANAGER SELBY then reported on some of the ongoing events throughout the City. The Post Modern is wrapped in white fabric, as part of the restoration process and its conversion to a museum. Preparations for the Vegas Grand Prix continue, and he had videotape, copies of which were not submitted, shown of commercials being aired promoting the Vegas Grand Prix.

CITY MANAGER SELBY then invited JIM FREUDENBERG, President of the Vegas Grand Prix, to come forward and speak about the Vegas Grand Prix. MR. FREUDENBERG noted that over 150 students from UNLV have volunteered for the event. He then detailed the activities that will take place during this event, which will open with a gala benefit for Keep Memory Alive, hosted by John Bon Jovi and Friends and Jay Leno, on Thursday night and close on Sunday with an Easter egg hunt, an Easter brunch at Jillian's of Las Vegas and a poker tournament at Binion's Hotel, with proceeds to various local charities.

MAYOR GOODMAN asked what could be done to further promote the event. MR. FREUDENBERG replied that a lot has already been done, and what has been done has increased ticket sales over the last two weeks. MAYOR GOODMAN offered his assistance, noting that he wants this to be a big event.

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

DEPARTMENT: CITY MANAGER'S OFFICE

DIRECTOR: ELIZABETH FRETWELL

☐ Consent ☒ Discussion

SUBJECT:

ADMINISTRATIVE:

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

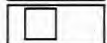
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Staff will report on pending legislation of the 2007 Nevada State Legislature

RECOMMENDATION:

It is recommended that the City council accept the report and direct staff, if necessary

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Accept the report

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

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

Minutes:

CHRIS KNIGHT, Director of Administrative Services, commented that the legislature is 45 days into session and a lot of action is taking place. The City is tracking approximately 395 bills. He highlighted the bills of most concern to the City. The BDR (Bill Draft Request) on lease purchase agreements was picked up and has been heard and referred to Committee, from where staff anticipates it will pass out and move onto the floor for passage this week. SB-90 passed out of Committee with language for the City to have a position on the Homeland Security Committee. The BDR on off-site improvements is scheduled for hearing 3/28/2007 and staff is working on testimony, which might include private partners. The BDR on the \$25,000 threshold for interlocal contracts and cooperative agreements was included in SB-139, which passed out of the Senate Government Affairs Committee. Staff continues to work on language drafts for the City Charter changes.

CITY COUNCIL MEETING OF: MARCH 21, 2007

AB-438 (billboard bill) was heard 3/20/2007 and staff testified in opposition. AB-267, which would require the City or the County to televise the School Board and to provide facilities for the meetings, was scheduled for hearing 3/21/2007 and the director of Communications would be testifying. If the bill is approved, the cost to the City would be about \$165,000. AB-288 proposes to appropriate \$1.2 million for preservation of historic buildings in Floyd Lamb Park. AB-346 proposes to appropriate \$2.6 million for a terrorism early warning fusion center. SB-149 proposes to change the election cycle for municipalities to run concurrent with the County election cycle. Staff provided testimony in opposition, and there is talk about amending the bill.

Staff continues to monitor SB-13, dealing with signs on sidewalks; SB-12, regarding a shorter response time to public records requests; SB-96, which proposes to reduce the basic government services tax, and other bills relating to eminent domain, graffiti and the telecom issue.

Senate Committee Resolution 10, which establishes an interim committee to look at the powers of cities, has been introduced. MAYOR GOODMAN asked MR. KNIGHT to find out who sponsored the resolution, so that the Council members can make contact, because the resolution will greatly affect the City.

Regarding SB-154, dealing with transfer tax, staff was successful in having Section 15 removed from the bill. This Section deals with reducing the transfer tax received by local units of government.

COUNCILMAN ROSS requested a brief synopsis of the bills and their sponsors be provided to the Council members so that they can easily review the information. COUNCILWOMAN TARKANIAN asked that the list include the committee hearing the bill and the chair of the committee.

For the audience, COUNCILMAN WOLFSON announced that there are three staff members in Carson City monitoring the bills. MR. KNIGHT added that they are also lobbying.

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

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Kristy Ann Boyd, 1416 Grey Knoll Circle, North Las Vegas, Nevada 89031

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

1. Appellant Letter of Appeal
2. City Clerk Notification Letter to Appellant

Motion made by GARY REESE to Strike Items 32, 34, 46-49 and 51; Hold in Abeyance Items 52-54 to 4/18/2007; and Hold in Abeyance Item 62 to 4/4/2007

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)

RECEIVED
CITY CLERK

2007 MAR -5 A 10: 56

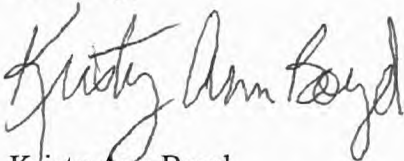
March 5, 2007

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,

A handwritten signature in cursive script that reads "Kristy Ann Boyd". The signature is written in dark ink and is positioned above the printed name and address.

Kristy Ann Boyd
1416 Grey Knoll Circle
North Las Vegas, Nevada 89031



March 5, 2007

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

Kristy Ann Boyd
1416 Grey Knoll Circle
North Las Vegas, Nevada 89031

Re: **WORK CARD APPEAL**

Dear Ms. Boyd:

I am in receipt of your formal appeal to the City Council regarding the appeal of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **March 21, 2007.**

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he/she is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him/her to do so.

If a letter is submitted to the Council, **it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee)** for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

A handwritten signature in cursive script, reading "Carmel Viado".

Carmel Viado
Deputy City Clerk I for
Beverly K. Bridges, Acting City Clerk

/pc

cc: City Attorney-Civil
Manager, Business Services Division
Las Vegas Metropolitan Police Department – SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov
18112-001-06-05
CLV 7009

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

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Sue E. Stevenson, c/o Lane, 6201 Lanning Lane, Las Vegas, Nevada 89108

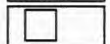
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

1. Appellant Letter of Appeal
2. City Clerk Notification Letter to Appellant

Motion made by GARY REESE to Strike Items 32, 34, 46-49 and 51; Hold in Abeyance Items 52-54 to 4/18/2007; and Hold in Abeyance Item 62 to 4/4/2007

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)

RECEIVED
CITY CLERK

2007 MAR -1 A 11: 56

March 1, 2007

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,



Sue E. Stevenson
c/o Lane
6201 Lanning Lane
Las Vegas, Nevada 89108



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

March 1, 2007

Sue E. Stevenson
c/o Lane
6201 Lanning Lane
Las Vegas, Nevada 89108

Re: **WORK CARD APPEAL**

Dear Ms. Stevenson:

I am in receipt of your formal appeal to the City Council regarding the appeal of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **March 21, 2007.**

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he/she is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him/her to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

Ydeleena Yturralde
Deputy City Clerk II for
Beverly K. Bridges, Acting City Clerk

/pc

cc: City Attorney-Civil
Manager, Business Services Division
Las Vegas Metropolitan Police Department – SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

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

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

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

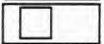
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

1. Appellant Letter of Appeal
2. City Clerk Notification Letters to Appellant

Motion made by GARY REESE to Strike Items 32, 34, 46-49 and 51; Hold in Abeyance Items 52-54 to 4/18/2007; and Hold in Abeyance Item 62 to 4/4/2007

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)

February 9, 2007

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,

Lance Justin Apollo
9620 West Russell Road, #1122
Las Vegas, Nevada 89148

A handwritten signature in black ink, appearing to be 'LJ Apollo', written over the printed name.



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

February 9, 2007

Lance Justin Apollo
9620 West Russell Road, #1122
Las Vegas, Nevada 89148

Re: **WORK CARD APPEAL**

Dear Mr. Apollo:

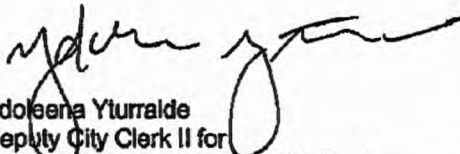
I am in receipt of your formal appeal to the City Council regarding the appeal of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of February 21, 2007.

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he/she is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him/her to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,


Ydoleena Yturralde
Deputy City Clerk II for
Beverly K. Bridges, Acting City Clerk

/pc

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

cc: City Attorney-Civil
Manager, Business Services Division
Las Vegas Metropolitan Police Department - SIB

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov
15112-001-05-05
CLV 7009



February 21, 2006

CERTIFIED & REGULAR MAIL

Lance Justin Apollo
9620 West Russell Road, #1122
Las Vegas, Nevada 89148

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

Re: WORK CARD APPEAL

Dear Mr. Apollo:

Please be advised that on February 21, 2007, the City Council held your appeal of a work card denial by the Las Vegas Metropolitan Police Department in abeyance to the regular City Council meeting of March 7, 2007.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he/she is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him/her to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

If you have any questions, please call the City Clerk's Office at 229-6311.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, Acting City Clerk

/pc

cc: City Attorney-Civil
Jim DiFiore, Manager, Business Services Division
Sergeant Reagan Alexander, Las Vegas Metropolitan Police
Department - SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.388.9108

www.lasvegasnevada.gov

18112-001-08-05
CLV 7008

#7005 3110 0001 3040 219

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lance Justin Apollo
9620 West Russell Road, #1122
Las Vegas, Nevada 89148

*WC***2. Article Number**
(Transfer from service label)

7005 3110 0001 3040 2119

PS Form 3811, February 2004

Domestic Return Receipt

102585-02-M-1540

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X**☐ Agent☒ Addressee**B. Received by (Printed Name)**

CITY CLERK

C. Date of Delivery

2-22

D. Is delivery address different from item 1?☐ 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



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
WARD 5 (VACANT)

DOUGLAS A. SELBY
CITY MANAGER

March 7, 2007

CERTIFIED & REGULAR MAIL

Lance Justin Apollo
9620 West Russell Road, #1122
Las Vegas, Nevada 89148

Re: **WORK CARD APPEAL**

Dear Mr. Apollo:

Please be advised that on March 7, 2007, the City Council held your appeal of a work card denial by the Las Vegas Metropolitan Police Department in abeyance to the regular City Council meeting of March 21, 2007.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he/she is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him/her to do so.

If a letter is submitted to the Council, **it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee)** for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

If you have any questions, please call the City Clerk's Office at 229-6311.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, Acting City Clerk

/pc

cc: City Attorney-Civil
Jim DiFiore, Manager, Business Services Division
Sergeant Reagan Alexander, Las Vegas Metropolitan Police
Department - SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

7005 3110 0001 3040 2157

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lance Justin Apollo
9620 West Russell Road, #1122
Las Vegas, Nevada 89148

WC

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☒ Addressee

B. Received by (Printed Name)

CITY CLERK

C. Date of Delivery

3-7

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

2007 MAR 12 P 1:01

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7005 3110 0001 3040 2157

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Lashauna Faye Tarbell, 9921 Mahogany Grove Lane, Las Vegas, Nevada 89117

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

1. Appellant Letter of Appeal
2. City Clerk Notification Letter to Appellant
3. Letter from Employer

Motion made by GARY REESE to Strike Items 32, 34, 46-49 and 51; Hold in Abeyance Items 52-54 to 4/18/2007; and Hold in Abeyance Item 62 to 4/4/2007

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)

RECEIVED
CITY CLERK

2007 MAR -9 A 10:18

March 9, 2007

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,


Lashauna Faye Tarbell
9921 Mahogany Grove Lane
Las Vegas, Nevada 89117



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
WARD 5 (VACANT)

DOUGLAS A. SELBY
CITY MANAGER

March 9, 2007

Lashauna Faye Tarbell
9921 Mahogany Grove Lane
Las Vegas, Nevada 89117

Re: **WORK CARD APPEAL**

Dear Ms. Tarbell:

I am in receipt of your formal appeal to the City Council regarding the appeal of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **March 21, 2007**.

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he/she is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him/her to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

A handwritten signature in cursive script, reading "Carmel Viado".

Carmel Viado
Deputy City Clerk I for
Beverly K. Bridges, Acting City Clerk

/pc

cc: City Attorney-Civil
Manager, Business Services Division
Las Vegas Metropolitan Police Department – SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov



To Whom It May Concern;

March 8, 2007

This is to advise you that I am aware of Lashauna Tarbell's situation on obtaining her Las Vegas work card. I would like her to continue her employment with Olive Garden at this time. If you have any questions please feel free to give me a call.

If for any reason she is unable to get her work card we will have to part ways. Due to the fact that it is required by the state.

Thank you,

A handwritten signature in black ink, appearing to read "Julie A. Ashby", is written over the typed name and title.

Julie A. Ashby
General Manager

RECEIVED
CITY CLERK
2007 MAR -9 A 10:18

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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 15 slots, Miklis Corp, dba Andy Capz Pub, 1631 North Decatur Boulevard, Michael L. Biegacz, Dir, Pres, 50% jointly with spouse and Lisa R. Biegacz, 50% jointly with spouse - Ward 5

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 15 slots.

RECOMMENDATION:

Recommend approval with authority for the Director or Designee to issue a permanent license upon receipt of a favorable investigation report or extend the temporary license in the event the investigation is not completed within the 6-month temporary period.

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Approve the temporary license, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or extend the temporary in the event the police report is not completed within the six-month temporary period

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

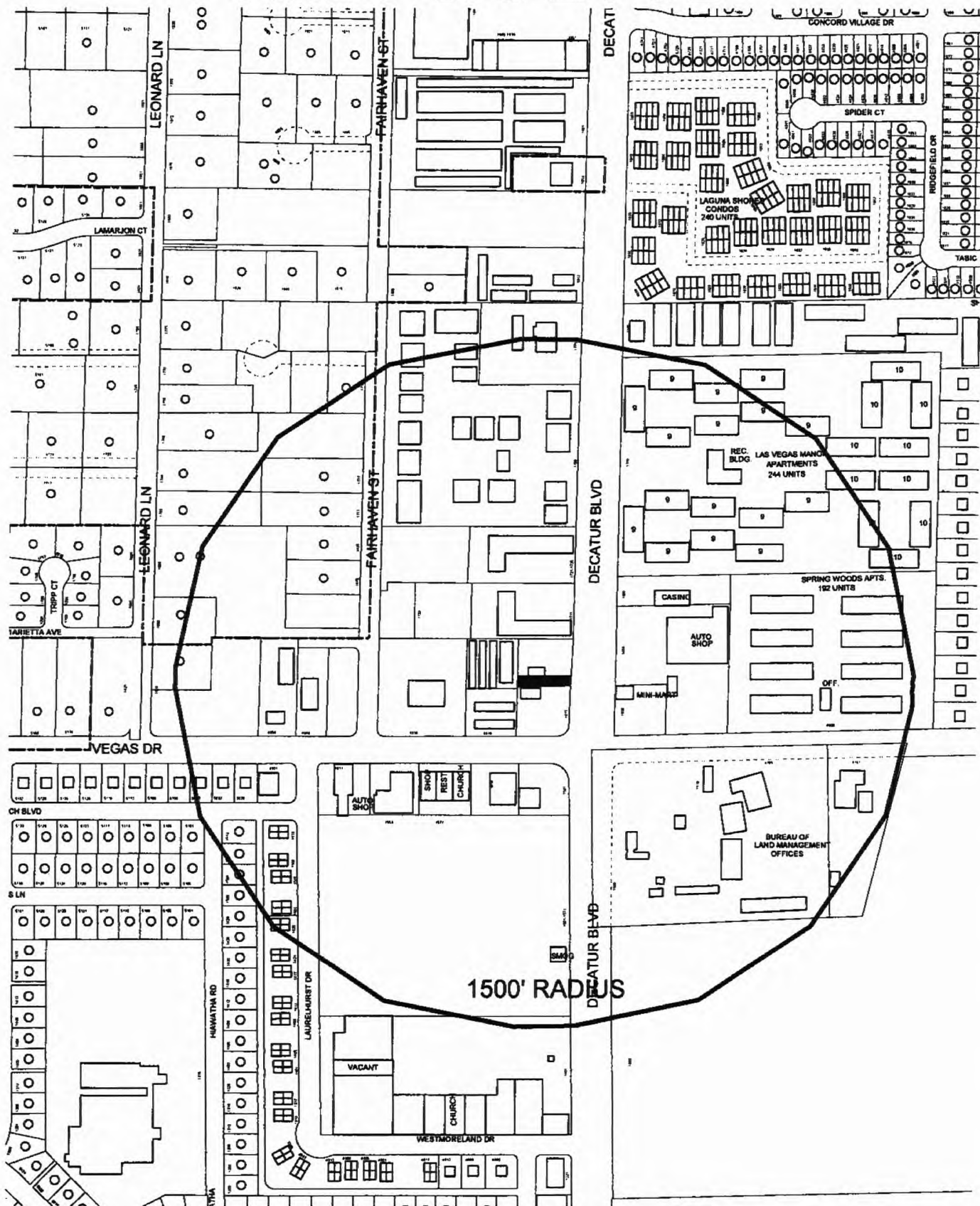
LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-STEVEN D. ROSS); (Excused-None)

Minutes:

JIM DiFIORE, Manager of Business Services, reported this matter was held in abeyance due to the passing of MR. BIEGACZ. He suggested approval as recommended.

MAYOR GOODMAN expressed his condolences to MRS. BIEGACZ, who was present.

ANDY CAPZ PUB



0 200 400 Feet



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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Change of Ownership for a Tavern License, Drejo Enterprises, LLC, dba Tom Peters Gaming Bar, 465 South Decatur Boulevard, To: Jocelyn M. Nixon, Manager Mmbr - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Change of Ownership for a Tavern License.

RECOMMENDATION:

Recommendation to be made following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Strike Items 32, 34, 46-49 and 51; Hold in Abeyance Items 52-54 to 4/18/2007; and Hold in Abeyance Item 62 to 4/4/2007

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 SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding an Appeal of Denial for a Family Home Child Care Facility License, Lia Hernandez, dba Lia Hernandez, 9108 Teal Lake Court, Lia Hernandez, 100% - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding an Appeal of Denial for a Family Home Child Care Facility License.

RECOMMENDATION:

Recommendation to be made following discussion of this item at the City Council meeting.

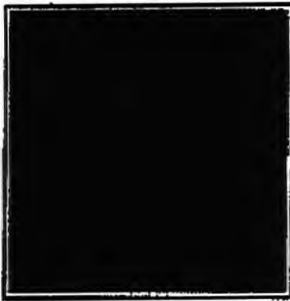
BACKUP DOCUMENTATION:

1. Notice of Appeal
2. CCLB Meeting Minutes
3. Letter of CCLB Action
4. Decision Denying Child Care Facility License Application

Motion made by GARY REESE to Strike Items 32, 34, 46-49 and 51; Hold in Abeyance Items 52-54 to 4/18/2007; and Hold in Abeyance Item 62 to 4/4/2007

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)

**Charles T. Wright & Associates**

509 South 7th St. • Las Vegas, NV 89101
Ph. (702) 566-1212 • Fax (702) 566-4833
info@ctwlegal.com

1/25/2007

Honorable City of Las Vegas City Council
c/o Department of Finance & Business Services
400 Stewart Avenue
Las Vegas, NV 89101

Re: NOTICE OF APPEAL of Denial in Case #N08-96306-9-000389

Comes now Lia Hernandez, through her Attorney Charles Wright, filing a timely notice of appeal in the above mentioned case and providing sufficient answers and explanations addressing the concerns stated in the Boards denial and addressing those areas of error in both Law and Fact presented in material considered by the board in this application denial.

The board cited three areas of concern in their decision to deny this license which will be addressed in the order presented in the Boards denial letter. They are:

1. 6.24.050 License required
2. 6.24.070 License – Denial, Suspension, or Revocation
3. 6.02.090(A)(1) – Action on Application – Refusal Grounds

1. 6.24.050 License required

The Investigation cites an abuse issue that occurred in June 2005 which led to the "discovery" of the illegal daycare and the issuance of the cease and desist ticket. This event appears to be offered to both shows the date of original citation and to taint the board's view of the capability and quality of care that Lia would provide if a license were granted.

This incident ended without action by the LVMPD Abuse and Neglect unit and with a completely satisfactory result for the parent of the child that had the bruise. Lia's son was left to briefly supervise the child while Lia took care of an immediate need. The son had done this same duty previously. He was of suitable age and discretion to be trusted to do so. He hit the child causing the bruise; he later apologized to the parents and the child in a face to face meeting. This

meeting was held to both teach Lia's son the nature of his offense and offer closure to the affected family. The mother of the child that was bruised has expressed a strong desire to offer testimony before the Council as to the nature of the original incident and to the wonderful quality of care and as to the good and kind character of the applicant Lia Hernandez. She plans to have her children cared for by Lia when this license is eventually granted by the Council.

The investigator also points out that three children were present and being cared for when the June 2005 meeting took place, indicating that Lia was in the act of providing illegal daycare when the officers walked in. This is a wrong assumption. These children were not under Lia's paid care. Another care provider in the neighborhood had these children in her care when she was called away for an unscheduled obligation. This care provider asked that Lia watch the children as a favor while she tended to the obligation. Lia obliged and these children were in the home at the time of the citation.

Further, the violation is stated to have continued until an approximated date of September of 2006. This is not the case. The special needs child that was picked up by the CCSD handicapped bus at (or near) Lia's residence continued to be picked up there until June 2006 which was the end of the school year. This child was enrolled in the elementary school that Lia's residence is zoned for when Lia began to care for him prior to issuance of the cease and desist ticket. He continued to meet the bus there, from his mother's car, for the remainder of the school year to avoid changing schools as the mother greatly desired to keep her son in this school she was not zoned for. Lia, in error, assisted in this by not insisting that the bus route be changed and further by telling her son to "just say he's still in my care if anyone asks why he's still in (this) school." Her son was later questioned during the investigation and following instructions said the childcare was ongoing in accordance with the earlier instructions.

Lia volunteered the information about her unlicensed daycare during a discussion with these officers about licensing. She was told she would never get a license now that she had been "caught" in the act. She debated for long time whether to pursue licensure or if it was impossible as she was told. Contrary to the representation of Lia's stance on licensure contained in the investigation report, Lia thought it to be no "big deal" because she was providing quality care and had all intentions of applying for licensure from the beginning. She was not doing so in a blatant or flippant disregard of laws and regulations. She had no thought that her actions in delaying the obtaining of a license would result in what appears to be the implication of a life sentence as to the inability to obtain a license in the City of Las Vegas. Other licenses, business, contracting, and drivers for example, are not denied because someone has done any of these in an

ur licensed capacity. Instead, there is a penalty applied to the application process and the attempt to become legitimately licensed is not barred by the prior infraction. We ask that the same standard be applied here as there are other facilities known to this party that were granted this same license after committing the same offense.

2. 6.24.070 License – Denial, Suspension, or Revocation

"The Director may: (A) Deny an applicant a license if: (1) The application is incomplete or contains false, misleading or fraudulent statements with respect to any information that is required in the application;"

The investigation points out that Lia was not truthful in her answers, answering "no" on the question that asks if the applicant has ever been "cited, or charged with, or formally accused of any violation of a statute, regulation, or code of any local, state, county, municipal, provincial, federal or national government" to which Lia honestly, in her belief, answered no. The discrepancy lies in the definition of the Utah department of health actions referred to in the investigation report. There was no formal provider correction required by these statements of findings. The entire action around these two referred incidences was very informal, no citation, no remedial measures requirement, and no adjudication type procedure. This is not offered as proof that these actions do not fall within the intended inclusions of the question. Merely it serves as a basis for the belief that Lia had when she answered the question. There was no apparent reason to believe that she had in fact been "cited, or charged with, or formally accused of any violation of a statute, regulation, or code of any local, state, county, municipal, provincial, federal or national government."

Where the investigator indicated that Lia's not volunteering additional information during indicates deceit. This is far too strong of an allegation to be supported by a simple assumption. The investigator asked about a specific date and incident. The discussion was frank and forthcoming on Lia's part. She answered the question that was posed to its fullest extent and hid nothing. The failure of the investigator to ask the appropriate question or follow-up question can not be held as an omission or attempt to deceive on the part of the questioned.

Conclusion

Lia humbly requests that this honorable Council grant her the license required to operate an in home daycare. She pleads for understanding in very isolated and limited offenses when compared with her decades-long history of providing care to children. Lia is willing to submit to any additional restrictions that this Council sees fit in this situation to alleviate any concerns that

may exist on the part of the board. Lia humbly requests to be heard and questioned before this Council at the earliest possible date.

Submitted by and through her Attorney Charles T. Wright this 25th day of January 26, 2007.

Charles T. Wright
N / Bar #10285

By: JN

1/10/07

**CHILD CARE LICENSE BOARD
MEETING OF
January 10, 2007
City of Las Vegas
PHONE 229-6281
www.LasVegasNevada.gov
COUNCIL CHAMBERS 400 STEWART AVENUE**

Facilities are provided throughout City Hall for the convenience of person with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9018.

TIME OF MEETING: 4:00 P. M.

PLACE OF MEETING: Meeting will be held in the City Council Chambers at City Hall
400 Stewart Avenue, Las Vegas, Nevada

POSTING OF

MEETING AGENDA: This agenda has been posted at the following locations within the
City of Las Vegas, Nevada:

Regional Justice Center
200 Lewis Avenue

State of Nevada Grant Sawyer Building
555 East Washington Avenue

County Government Center
500 South Grand Central Parkway

City of Las Vegas Court Clerk's Office Bulletin Board
City Hall Plaza, 400 East Stewart Avenue

ACTION ITEMS: ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION
UNLESS SPECIFICALLY NOTED OTHERWISE.

PRESENT: BOARD MEMBER CLODT, TOMPKINS, HAYES, BRUMWELL, THOMAS,
MECHAM

Also Present: DEPUTY CITY ATTORNEY LARRY BETTIS, BUSINESS SERVICES
SUPERVISOR CAROL MEYER, BUSINESS SERVICES SUPERVISOR
JIM RICKETT, and RECORDING SECRETARY JOYCE HAZARD

BUSINESS ITEMS

1. Election of Child Care Licensing Board alternate chairperson.

MINUTES:

TOMPKINS moved that TERRY CLODT be Acting Licensing Board Chairperson. BETTIS Explained it would be the position of a Vice Chairperson.

MOTION:

TOMPKINS – APPROVED - UNANIMOUS

2. Approval of the Final Minutes by reference of the regular Child Care Licensing Board meeting of December 13, 2006.

MOTION:

CLODT – APPROVED – UNANIMOUS

NEW CHILD CARE FAMILY HOME APPLICATIONS

3. Discussion and possible action regarding the application of Linda Hunter as a co-licensee of a Child Care Home Facility license at 1205 Jimmy Avenue, Las Vegas, NV 89106.

MINUTES:

Linda Hunter arrived. CLODT asked what classes she has taken. Ms. Hunter stated that she has taken Signs of Illness, Abuse and Neglect, CPR and First Aid. She is scheduled to take some classes in January. CLODT asked what were the ages of the children that would be in her daycare. Ms. Hunter answered, infants to five years old.

MOTION:

BRUMWELL – APPROVED - UNANIMOUS

4. Discussion and possible action regarding the application of Lia Hernandez as a new Child Care Family Home license at 9108 Teal Lake Court, Las Vegas, Nevada 89129.

MINUTES:

Lia Hernandez arrived. MEYER stated that Reagan Alexander was asked to give some background on the investigation that came back. Reagan Alexander arrived. Mr. Alexander stated that he was a Sergeant with the Metropolitan Police Department, Special Investigation Section. Mr. Alexander said that, "We do the background investigations for the City of Las Vegas, particularly for Child Care Licenses. You each, or you should each have a copy of our report. I hope you've had a chance to review that. My Investigator, Patricia Hickman, she's an investigator specialist in the Special Investigation section is here today. If any of the Board

members would like to ask further questions or if there is anything you would like to have further information on, Patricia Hickman is here and will be glad to attempt to answer any questions brought by the Board. Also here is specialist Cyndi Sauchek. She's assigned to our Abuse and Neglect section with LVMPD and is also here to provide further information, and of course try to help any inquiries the Board may have regarding this particular applicant, or this application. What I'd like to do very quickly is to summarize really the guts of the report that you have. There are three areas of concern that are reflected in our report. Basically the first area of concern is doing business without a license. That's the heart and soul of the first area of concern. From at least January of 2005 until up to approximately September of 2006. We have facts and circumstances contained in the report that shows the applicant was operating this family care home unlicensed. The second area of concern which is articulated in that report is the fact that there was an injury to a child that was at her residence during this time period. This resulted in a child abuse report, also an investigation that is detailed to some degree in the report that you received. Thirdly, the area of concern involves application problems. When I say that I mean there were some problems involving the initial application which the applicant filled out along the lines of failure to disclose, perhaps purpose of misleading, those areas, maybe to deal with her record and her involvement in the State of Utah in the same type of business. So that really is the bullet of areas of concern that are in that report. I will turn it back over to the Board."

CLODT asked Ms. Hernandez if she wanted to explain to the Board. Ms. Hernandez responded, "In regards to what he just said? First of all, yes I was doing child care without a license. I did continue to do it after I was asked to cease and desist. The only thing that I do disagree with is that I was not doing day care until September as stated. There was a child getting on a bus to and from school. I had stopped watching him, but I did allow them to use the address to finish school which ended in June. I don't know why, according to this report it says that he, it says that there was an order to still pick him up. I have no idea why. As far as a child getting hurt in my home, yes that did happen - um - I was outside speaking to a parent, and my husband was upstairs getting ready for work. The little boy was laying down - um - apparently he got up, ran into my son - um - from what I know, like I said, I was not there - um - he - from what we know, he bit my son. My son hit him - was completely inappropriate. I took my son to several counseling sessions, because that's completely, I'm sorry, it's just really upsetting as a parent or anyone. The third area of concern was that I was trying to be misleading on my application. The one question that I answered no to, I didn't understand what it meant. I guess the explanation is that I'm stupid, but I really didn't understand that that's what they were asking. I knew that some things would come up - I knew that they were going to call Utah. I knew that that would be disclosed. There was one area where there was an incident with diaper changing. The second - um - I wasn't asked about it but if I had been, I would have been just as flabbergasted as when I read the report. I had no idea that there was anything substantiated. I in fact called licensing in Utah to refresh my memory because there were extenuating circumstances which I don't know if you want to hear them or not - that's up to you, um - know I understand what there was in that. I continued to operate with my license until I moved here and requested it be closed."

CLODT asked what question she did not understand. Ms. Hernandez answered, (looking at application), it says on the report that I answered no to the question on my application which

indicated I had not been accused of any violation of statute, regulation or code of any state government, and I basically was looking at that like, did I break any laws. I guess that's the best way to put it. I didn't realize I was answering that incorrectly. There was another question on there that asked about if I'd had any citations, and I answered yes to it. I explained there so ... that's not a very good ..."

BRUMWELL asked when she moved to Las Vegas. Ms. Hernandez stated, "I moved here in August of 2004. BRUMWELL asked when she opened her childcare. Ms. Hernandez answered, "Well, that would have been around January, December, January somewhere around there." BRUMWELL asked if at that time she had submitted an application to obtain her license. Ms. Hernandez answered, "No, I did not." BRUMWELL asked if she were unaware that was necessary in this state? Ms. Hernandez stated, "I knew there were certain parts you could live in - that's what I was told that there were certain parts you could live in and you could watch a couple kids without one. I should have got one. I don't have, I'm not going to give you any excuses, I should have done this. BRUMWELL asked about her stating that she had called Utah after reading the information in the file, if they allowed her to continue with her license after the incident and after that report was filed. Ms. Hernandez answered, "There was the one incident back in 1999, and from what I'm understanding from your question, we're taking about the incident in 2003." BRUMWELL answered, "Whichever one you contacted Utah about." Ms. Hernandez said, "OK, yes they did continue to allow me to operate. Like I said, I can elaborate, but..." BRUMWELL said, "So you had no reason to file an appeal basically against the State of Utah." Ms. Hernandez answered, "No there was a complaint, there was a lot of things that happened that day and there was this much of what had happened that day - and I didn't realize that that was substantiated 'cause CPS was involved and some other things. There was kind of a grudge with the mother. I wouldn't watch her child any more because she refused - he was five years old and she refused to bring a change of clothing and things and I certainly didn't want what happened in 1999 to happen again, so when I made her come pick up her child that's when ...lack of a better word to say... all hell broke loose. What was substantiated is the child was not changed immediately because of the circumstances that I just told you. That was substantiated by my own admittance. I did not - I was unable to change him immediately because of the ... sorry, I tend to go on."

THOMAS asked if she understood that she continued to do childcare after she signed the cease and desist order. Ms. Hernandez answered, "Yes I did." THOMAS asked if she would explain that. Ms. Hernandez stated, "Well, um - I had some of the parents that didn't find other childcare right away and I also continued to operate. I, you know, wasn't, I didn't shut down at all. I, you know, I still had my name out there."

BRUMWELL asked if parents are notified when a licensed provider has something comes up with us. MEYER answered, "In this case, we spent, and I know Jim Rickett spent a lot of time out there trying to establish if she was still doing childcare in her home. It was very difficult because she wouldn't answer the door, and they actually worked under cover in several instances to try to determine if she was still providing childcare. So what we've told staff to do, and when they go in and find an unlicensed, the first thing they are supposed to do is contact the parents, and make them aware that she is not licensed." RICKETT stated, "In the instance where they

can substantiate that she is doing childcare, yes. Parents were notified. They were required to pick up their children and they were notified that Mrs. Hernandez was not licensed to do childcare."

CLODT asked if anyone else on the Board had any questions. CLODT asked if anyone from the Metropolitan Police Department would like to make any more comments.

PAT HICKMAN arrived. Ms. Hickman stated, "I'm the background investigator for Ms. Hernandez. She has brought out some things today that were not discussed in my interview. For example, the incidents in Utah. I spoke with her supervisor there, I was assured that these incidents were substantiated. They did not close her down, because apparently their rules are not as strict as ours. This is what I was told. Of course I don't have their ordinances so I can't verify that. But, yes, they definitely substantiated the fact that she left two children in dirty diapers as a form of punishment. That's what I was told. I don't know that I put that in the report. You know we can't put things in reports that we can't substantiate. It's just not right either way. There were some other things that Ms. Hernandez mentioned to me that I did not put in the report. I was not aware that there was a hubbub going on in the 2003 incident. Her supervisor, who has since been promoted, in Utah did not mention this to me at all. I know Ms. Hernandez didn't feel like it was any big deal that she didn't have a license. It is a big deal to me, and hopefully to the licensing board. But that was a remark - I did put that in my report I believe. Again, we just report what we find and that is one thing I did want to mention. I know that one of the children that was present on the day that the school was shut down, continued to go back to the school. This is up to the parent. She was told, the parent was told and she continued to take her child there. Ms. Hernandez did have the school bus come by. The school bus department assured me that they had orders to pick the child up at this address until September. There was no mention by the bus driver that this child was not available for pick up at that time. I just wanted to clarify that part of the report. That's what we based our report on."

Mr. Alexander stated that, "I just want to sum this up again. I just had a few notes as Ms. Hernandez was speaking. On area concern number one - you note the September of 2006 date, is an investigative date which is best - um - measurement as to how long the activity at her home was going. We based that, and she mentioned part of it, from a Clark County School District record from the District Transportation Office of a pick up order to that home. There were other investigative tools that were used for this. There was a bus actually seen picking up the child from her residence. So I won't quibble with the September of 2006, but it was going on for quite some time after the - uh- she being warned in June of 2005, specifically. I appreciate investigator Hickman's clarification there, in regards to that area of concern there, number 3. You know, our personal history applications, which are required for these type of business, as well as a personal financial at times - these are license specific. You are applying for a regulated, or privilege license. That is the mind set, that is what is known. And the questions really aren't too difficult. In fact Ms. Hernandez comes across to me as an intelligent person, and an honest one also, which I commend her for in some of her discussion today. But - uh- the personal history question really is just a question regarding your own history. We all pretty much know what our own history has been. Either a question that have you ever been arrested or had a citation, most of us could recite that. Most of us could recite - please tell us your

addresses over the last 10 years. We could do that because it is known knowledge. When we ask a question in there as far as have you ever had any type of action taken against you. The way that question is designed, it's a license question. I think it's a fairly simple question. And finally in area of concern two I would dispute the brevity of Ms. Hernandez discussion about the child who was hurt on her property. Quite severely bruised. I just uh - the brevity of her explanation - there is a lot more to that. I think we articulate a lot of that in the report. If the Board needs to, before you make your decision, I would certainly encourage you to look more into that with our abuse and neglect specialist who's taken time out today to be here. But if you don't need that, that's fine."

CLODT stated, "If she's here most definitely we would like to listen."

Cynthia Sauchak arrived. Ms. Sauchak stated her name and that she was with Metropolitan Police Department, Abuse and Neglect Specialist. Ms. Sauchak, said, "I guess the first thing I would want to state is that I've been in the detail twelve years. I'm a senior and I've seen a lot of abuse cases and a lot of different settings. My areas of concern as an investigator would be, I guess going chronologically is when we first arrived and Ms. Jimenez-Kraft from City Child Care Licensing identified our purpose, indicated there was a two-fold reason for being there. One the evidence in front of us, that there was a child care operating without a license and in fact my main focus would be a child abuse investigation. We wanted to deal with one thing at a time and afford privacy, so we would need to contact the parents of the children that were in her care. A lot of evasiveness, a lot of I don't know, I don't have contact information which prompted a response from me is - how can you provide adequate child care - then you tell me you have a license in another state - you know it's important to keep files and maintain contact information in case of emergencies. Some of the individuals, without breaching confidentiality, happened to be individuals I could obtain contact information for the other means available to me. When that was observed by Ms. Hernandez, suddenly cell phone numbers and pieces of paper and things were located. I find that concerning, because I wonder what the true motive of that was. The main issue I have about the injuries sustained to that child that was subject to our investigation, were the actions of an abuse and neglect investigator are determined by law. Law is very clear that they want us to make our investigative judgments based upon the actions of a reasonable person. Whether anyone, whether it be Ms. Hernandez or anyone that comes before this Board knows that they are responsible for that injury or not, to me a reasonable person it I know I didn't do it, I would sure try to find out what then did occur - for an injury as severe as was sustained by this child. While eventually Ms. Hernandez did make it clear that it was not her, it was far into my interview with her. Although she was cooperative in sitting down with me, and very emotional as this was a difficult situation for her, it wasn't an immediate, no I didn't do it, so it must have been giving me options. It was very clear this wasn't an accident to me. I made that very clear to her. And then when another individual in the home was potentially identified I felt that I was more than fair in terms of allowing her to contact her husband. They then conversed before I even spoke to the other individual in this home who also was a minor about what may have transpired. So it was concerning to me that I had no, at least evidence offered to me that prior to my arrival that there had been any effort on her part to determine what actually happened to this child. There is also a notation in the report which is contrary to what I was told about when this injury may have occurred. I was told in my interview with Mrs. Hernandez a version

similar with what she shared with this Board was that she was outside with a parent who was picking up another child when this may have happened. I believe the report reads, if I read it correctly, that she fell asleep for twenty minutes. Which is a contradiction – um – I'm just pointing that out, I'm not sure of the source of it. I can only say it's different from what I was told on the day in question when I responded with Ms. Jimenez-Kraft. I can assure this Board that we were very clear, both Ms. Jimenez-Kraft and myself, before we left that residence that she could not provide child care without a license. She seemed very clear and understanding of that and whether she continued to September I certainly defer to my colleagues who are more well versed in that. I was prompted to go interview the minor in the home again in June of '06 and this young man confirmed for me that his mother was still providing child care in June of '06. So this was one year after the incident as confirmed by this young man. So whether June or September, I can't tell you September, but I can give you June based on his statement to me. If there are any other specific questions, I'd be happy to answer." CLOTD asked regarding the twenty minutes, if she was referring to the twenty minutes when she was gone. Ms. Sauchak responded, yes. Ms. Sauchak stated, "Something else I want to point out before I leave. When I did contact Ms. Hernandez as a matter of law to inform her that I had interviewed the minor, as that is what I am required to do by law, I did confront her on the concern that child care was still being provided without a license. We were very clear – um – it's my understanding that within weeks of that is when the application was essentially filed. I was very clear with her that you had the consequences to continuing this action clearly explained to you. You dispute that you are, I believe based on what I'm told that you are, you may contend that you're not, but you still know the consequences of the actions of continuing. I believe that that's when the application was essentially and finally filed within weeks of that phone contact.

BRUMWELL asked if she had children ready to attend her home childcare, or a parent list. Ms. Hernandez answered, "No, I have, hang on one second because I don't want to misquote what it's called..." CLOTD asked if there was anything else she wanted to say. Ms. Hernandez stated, "As far as that goes one thing that I wanted to point out is when this did happen, they initially came and spoke to me in my home. I did further investigate. I spoke to my son who is in the home, now consequently Andrew being, you know the typical twelve year old that he is, was not forth coming with me. But, I did go down to the substation on Cheyenne and filed a report that was additional to what I had told them, because it was first thing in the morning that the police came and spoke to me. My children weren't up yet, and so I hadn't had the opportunity to talk to any of them. After that I did and Andrew gave me, well for lack of a better way to say it, a BS story. I went down to the police department and filled out a report. So I wasn't in any way shape or form thinking that this was, you know OK or this was just some little incident that happened. I wouldn't have taken him to therapy. I, please don't take my, I'm trying to be brief – I tend to talk too much. Anybody who knows me knows that I do that. I'm trying to be brief and to the point with all of you. I could spend a half an hour and I still cannot put into words how horrible this situation was. You know – this should never happen to any child. I don't care that, you know – it was never a concern that Michael had bit him. I didn't care if Michael had looked at him cross-eyed, you – that was just completely unacceptable with what happened." BRUMWELL asked why she would want to have a child care center in her home, considering what you've been through. Ms. Hernandez answered, "It's funny you asked, because I certainly, I knew this day would come, I knew that I would, you know..." BRUMWELL, said,

"Follow the law". Ms. Hernandez said, "Yes, this is you know, and I, OK I gotta do this, gotta jump through the hurdles through the, you know, fire pit so to speak, this isn't exactly. And, um, I have worked with children since I was fourteen years old. I worked for the YMCA, I was a preschool teacher, I was a nanny, I love and get along very well with children. It is a shame that over my 20 plus year, yeah I'm going to be forty here soon, that this is epitome of what I'm boiled down to. Because all the good doesn't get shown here. All the certificates, all the families that I've helped, all the families that I gave food to. All the things that have happened." BRUMWELL asked if she had considered going into a facility. Ms. Hernandez stated, "Yes, um, but my children are still young, and still come home after school, and I would like to be - I know that sounds silly because here I want to be a day care provider, but I don't want somebody else watching my own children. I had them to be there for them. I am truly sorry, I should have never done this. We wouldn't have come to this if I had just - but I didn't, and that's the point, I did not. And so I have, you know, these are my consequences." BRUMWELL asked if she disagreed that she had lots of time to apply. Ms. Hernandez answered, "No I don't disagree with that at all." BRUMWELL stated that she was not denying. Ms. Hernandez said, "No, I am just trying to do the right thing now. I would like the opportunity. I have taken many, many classes and I still continue to, and I signed up for this program with Sandy Wilson. She's going to be in and out of my house every month in addition to licensing and the health department and the fire department. I really believe if I'm given the opportunity that.....

CLOTD asked if she had anything else she would like to present to the Board.

Ms. Sauchak stated, "I just wanted to clarify a point in the interest of fairness and accuracy to Ms. Hernandez. I misread the report in terms of a different version being offered by her. So I don't know which one you want me to read that portion for the record, but it does appear to be consistent with what she told me. I got jumbled where it said the child was actually sleeping, not Ms. Hernandez, so I did want to correct that." CLOTD stated, "Go ahead and correct that." Ms. Sauchak said, "I will read the report. There was no bruise at this time. Mrs. Hernandez then went outside the residence to confer with another parent whose child she was also keeping legally at the time. Per her statement and her interview with me, she said she was gone about 20 minutes. During this short period, the two year old juvenile got out of bed, wandered in the residence, encountered Mrs. Hernandez's then 12 year old stepson, who hit the two year old in the face hard enough to cause the bruising. When the child's mother came to pick him up, he was sleeping calmly with the bruised side of his face down. Mrs. Hernandez was very surprised to see the bruise, according to the statement by the mother and initially stated the child must have fallen from a bookcase. Just wanted to reflect accurately what was stated and correct that."

TOMPKINS asked the sergeant if he had a copy of the report to the substation that Ms. Hernandez filed. Mr. Alexander asked her to repeat the question. TOMPKINS said, "Ms. Hernandez stated that she filed a report the next day at the Cheyenne substation about the incident." Ms. Hernandez said, "Actually it was Monday." TOMPKINS asked if they had a copy of that. Ms. Hickman answered, "No. I searched our system, which is called LRMS, and there was only one report that was filed by the Abuse and Neglect Specialist. I found nothing that was filed by Mrs. Hernandez, either under the child's name or her name. Her name should have triggered a report coming up. I did find a voluntary statement that she submitted." Ms. Hernandez said, "Maybe that was it. I don't know what it is formally called. I apologize." Ms.

Hickman said, "I did find a voluntary statement and I do have a copy of that. In the voluntary statement basically what was said today is what is included in the statement. She was totally shocked that the child had been bruised. She was totally unaware that a child in her care had been left alone long enough to be hit, to cry, - whatever - and then go back to sleep. She did feel that he had fallen from a bookcase. It was one page. I did find that. But no report, other than just the one." TOMPKINS asked, "In that statement she didn't say that her son had hit him?" Ms. Hickman asked, "Could I refer to the report, I have it with me. I don't believe so, but I would rather look at it to make sure." Ms. Hernandez said, "I know I didn't because, like I said he kind of gave me a line of -malarky." Mr. Alexander said, "If it would also be the preference of the Board, Cindy Sauchak can provide more information on that. She's prepared if you would like to hear more in regards to that." Ms. Sauchak stated, "It is my understanding that Ms. Hernandez did provide a written voluntary statement a few days after the initial crime report was taken. It was my understanding that the personnel recognized that it was an ongoing case and attached it to that case. However I would reiterate my concerns that I stated to you earlier. While I certainly think credit should be given for taking it upon herself to file a statement, the statement basically committed to the fact that the injuries occurred on her watch and in her home, that she had no explanation. And then between the time that she filed that statement and the approximate ten days to two weeks until we met, there had still been no effort to really uncover how the injuries occurred. That would be my concern that I stated earlier." Ms. Hernandez said, "Well, I shouldn't have believed my son. But as mothers tend to do, they believe their children, or want to believe their children."

Mr. Alexander said, "I don't know if you're interested in investigator Hickman is just trying to find a copy of that voluntary - but I think from what's been discussed, I don't think that that's in question."

BETTIS requested that they submit a copy of the statement for the record. Mr. Alexander said, "We will send a copy through the City Business License Office."

MECHAM asked, "How long after this incident did you discover the actual truth, how this actually happened?" Ms. Hernandez replied, "Actually if was Cyndi that kind of prompted, because she, I - like I said I wanted to believe that my child had done this. Also something that isn't on record, whether it matters or not, I know that he had fallen at his own home, had some injuries before he even got to my house. The mother had told me. I think that was, obviously with the severe bruise he had was the severe hast to get him to the hospital, because I knew something had happened in my house because he wasn't like that when I laid him down, but with everything that she knew had happened at her home, you know, there was an obvious concern. Sorry, back to the question, I tend to get lost 'cause I rattle on - um - what was your question again? I'm sorry." MECHAM asked, "How long after, what was the timeline when you found out that this ... Ms. Hernandez answered, "Actually it was the day Cyndi came out. She said, you know, I said look, I'll take a polygraph, whatever but I didn't do it. But obviously - she kept saying, Lia, this isn't from a fall, this isn't from a fall. Look at the, and she was showing me, this is a, you know, hand print. As a mother your heart just sinks, and you start thinking - Oh, you know - he's never done anything like this, and so, you know I contacted my husband, she said contact - she's very nice about it. When a parent finds out something like this, obviously I

was already in trouble for numerous things, but this obviously was in the forefront of my mind. And, you know, she spoke to Andrew and if I remember correctly, Andrew wasn't forthcoming at first, you know, kept to the story about falling from the bookcase and he, that's what he said he had witnessed when I was outside. And, but you know, she was saying this is a definite hand print. And so um, you know, like I said, she had talked to him and he wasn't coming clean, you know. And I knew I didn't do it. So, there was only, you know, my daughter was at a friends slumber party. There was only one person that coulda done this. And so after she left, I spoke to him and that's when he confirmed that it was him. And then I called Cyndi and let her know that he had confessed to me that it was him. And then after that in the weeks to follow that's when I, you know, I got counseling. I called the mother, Michael's mother, and told her, cause I know that they, that they hadn't finished their investigation. But I wanted to tell her. I felt horrible, you know. And I called her and I told her what happened. So, you know, and she actually came to the house and talked to Andrew, and you know, he – not that it matters, but he apologized because he needed to take responsibility for what he did. So..."

CLODT asked Ms. Hernandez if she signed an order to cease, notice and order to stop. Ms. Hernandez answered, "Yes I did in June." CLODT asked how long she continued to operate. Ms. Hernandez answered, "It was either March or April that I stopped. I continued to let Cameron to use the bus. He did get picked-up there." CLODT stated, "So you signed the order and you continued on." Ms. Hernandez replied, "Yes I did." HAYES asked if Cameron was the only one, if he was the only child she had anything to do with after she stopped. Ms. Hernandez, "After?... When I got the cease and desist order there were a couple of kids that I continued to watch – yes, yes. But Cameron's the one who – Cameron has some disabilities and he got picked-up by the bus and I didn't want to interrupt his..."

CLODT asked if she had anything else she would like to say. Ms. Hernandez stated, "No, just I wish I'd never done this."

CLOTD asked the Metropolitan Police Department if they had anything else they would like to say. Mr. Alexander answered, "No, Sir, I think we've been able to share everything we really can with you all. I have located, or rather my investigator has located that voluntary statement. We will deliver a copy of that before we leave today, or I may just leave a copy with you. Other than that there is a concern which my officers have presented to City Business License, we feel are strong areas of concern and feel we did a good job to explain the circumstances under which this report had to be done."

BETTIS said, "In regard to the voluntary statement given by the applicant to Metro, I ask that for the purpose of this record that it is marked as Exhibit "A" and placed in the record. Also at this time I would ask that Metro's report that you have in your back-up materials dated December 20, 2006, initialed by Robert Wills of Special Investigations Section 12/27/06 be marked as Exhibit "B" and placed into the record for this hearing."

MOTION:

THOMAS – APPROVED – UNANIMOUS

To approve the Exhibits as set forth by Counsel

BETTIS stated, "I would like to place on the record the statutory authority of the Board in this matter. City Code Section 6.24.070 provides that an applicant applying for a child care facility license may be denied upon any of the grounds set forth in LVMC 6.02.330 and NRS 432A.190. Also 6.24.070 provides that an applicant may be denied if an applicant after due consideration for the protection of the public health, safety, morals or welfare is found by the Board to be unsuitable to receive a license. Section 6.02.330 of the City Code provides basically that a license may be denied if the applicant has or has engaged in a business, trade or profession without obtained a valid license, or if the license applicant has been subject in any jurisdiction, to disciplinary action of any kind with respect to a license. And lastly, NRS 432A.190 provides that a license may be denied if a conduct or practice of the applicant is detrimental to the health or safety of the occupants or employees of the child care facility. This is the basis for the decision of the Board and that's why I'd like to state it for the record." CLODT asked for clarification of the Sections of the Codes. BETTIS answered in City Code Section 6.24.070 he referred to subsections 4 and 5. In LVMC 6.02.330 he referred to subsections A and B. In NRS 432A.190 he referred to subsection d.

CLODT asked if there were any more questions.

MOTION:

THOMAS – DENIED – UNANIMOUS

Denied on the grounds of operating a day care facility without a license, after a Cease and Desist order was signed and acknowledged, and on City Ordinance 6.24.070, A5, after due consideration of the protection of the public health, safety, morals or welfare is found by the Board of City Council to be unsuitable to receive a license. So individually and combined of operating a business without a license, and the home atmosphere, both combined warrant a denial of a license.

NEW CHILD CARE FACILITY DIRECTOR APPLICATIONS

5. Discussion and possible action regarding the application of Kawon Wood as Center/Nursery/Preschool Director for La Petite Academy, 4554 East Charleston Boulevard, Las Vegas, Nevada 89110.

MINUTES:

Kawon Wood arrived. CLODT asked if staff had any recommendations. MEYER stated, "She's got the qualifications for both, she's got her CDA and we recommend approval."

MOTION:

CLODT – APPROVED – UNANIMOUS



January 16 2007

Lia Hernandez
9108 Teal Lake Court
Las Vegas, Nevada 89129

HAND DELIVERY

RE: License application N08-96306-9-000389

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
TEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

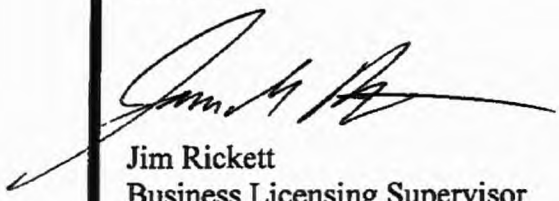
DOUGLAS A. SELBY
CITY MANAGER

Dear Ms. Hernandez:

The Child Care Licensing Board for the city of Las Vegas met Wednesday, January 10, 2007, to consider your application for a family care home license. The action of the board was to deny the application.

Pursuant to Las Vegas Municipal Code Chapter 6.24.110, you may, not later than ten calendar days after this notice, appeal this denial to the Las Vegas City Council by filing a written notice of appeal with the Department of Finance & Business Services, identifying with specificity the errors of law and fact allegedly committed by the board. The Department of Finance & Business Services is located at 400 Stewart Avenue, 3rd Floor, Las Vegas, Nevada.

Sincerely,


Jim Rickett
Business Licensing Supervisor
Business Services Division
Finance & Business Services Department

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

1
2
3
4
5
6 BEFORE THE CHILD CARE LICENSING BOARD
7 OF THE CITY OF LAS VEGAS, NEVADA

8 * * *

9 IN THE MATTER OF :

10 APPLICATION FOR CHILD CARE
11 FACILITY LICENSE, Filed by Lia
12 Hernandez

DECISION DENYING
CHILD CARE FACILITY
LICENSE APPLICATION

13
14 Lia Hernandez's application for a CHILD CARE FACILITY LICENSE, to be operated as a
15 family child care home was heard by the Board on January 10, 2007. The Board received testimony
16 from Ms. Hernandez and METRO officers Regan Alexander, Patricia Hickman and Cynthia Sauchak
17 concerning three Areas of Concern stated by METRO as the result of its background investigation of
18 Ms. Hernandez.

19 The three Areas of Concern and the Board's findings with respect to each are as follows:

20 **Area of Concern No. 1 Operating a family child care home without a city child care**
21 **facility license.**

22 Ms. Hernandez was a licensed child care provider in the State of Utah before moving to Las
23 Vegas, Nevada in August of 2004. She started providing child care services in her residence at 9108
24 Teal Lake Court, Las Vegas, Nevada, in January of 2005, without first applying for and receiving a
25 City child care facility license to operate as a family child care home. Prior to that she ran
26 advertisements in the Las Vegas Review Journal during October 2004, as a "babysitter" and then in
27 December 2004, as a "childcare" provider. Ms. Hernandez knew that in order to provide child care
28 in the City she was first required to apply for and secure a City license.

Ms. Hernandez was given a Cease and Desist Order issued by the Department of Finance and

1 Business Services on June 24, 2005, which she signed for, to immediately discontinue providing child
2 care services without a City license. She continued to provide child services until at least June of
3 2006, without a City license notwithstanding the Cease and Desist Order. She acknowledged to the
4 Board that she should not have operated a family child care home facility without first applying for
5 and obtaining a City license. When asked during an interview with METRO in November 2006, about
6 operating a child care facility without a City license, Ms. Hernandez stated that it was "no big deal."
7 The Board concludes that Ms. Hernandez's actions in not getting a City license were intentional and
8 wilful and showed total disrespect of the City's interest in protecting the health, safety and welfare of
9 its citizens.

10 **Area of Concern No. 2.** **A child sustained an injury while in Ms. Hernandez's unlicensed**
11 **Las Vegas residence.**

12 A two year old boy being cared for by Ms. Hernandez at her unlicensed residence at 9108 Teal
13 Lake Court, Las Vegas, Nevada, was struck in the face by Ms. Hernandez's twelve-year-old stepson
14 on June 11, 2005, at approximately 9:00 p.m. Ms. Hernandez states she was outside in the yard for
15 twenty minutes talking with the parent of another child she was caring for at the time of the striking
16 incident and her husband was upstairs preparing to go to work. Ms. Hernandez did notice bruising
17 at the time the boy's mother picked him up around midnight, acted surprised that the boy had been
18 injured and offered by way of explanation that he may have fallen off the bookcase.

19 The two-year-old boy sustained severe bruising to the right side of his face as the result of
20 being struck while in Ms. Hernandez's care. The boy's mother sought medical attention for the boy
21 at a local hospital on June 12, 2005, at 4:00 a.m., approximately seven hours after the boy was struck.
22 When first interviewed by METRO June 24, 2005, Ms. Hernandez indicated that she did not know
23 how the boy was injured but that she thought he must have fallen off a bookcase. Subsequent to
24 METRO's interviews during June of 2005, Ms. Hernandez informed METRO that her twelve-year-old
25 stepson admitted to her that he struck the boy in the face because the two-year-old boy allegedly bit
26 him.

27 Based on the severity of the injuries sustained by the two-year-old boy, as evidenced by photos
28 of the boys face provided to the Board by METRO, the Board finds that Ms. Hernandez's statements

1 that she was not aware the boy had been injured the night of June 11, 2005, until the boy's mother
2 arrived are not credible. Additionally, the Board finds it unacceptable that Ms. Hernandez's left the
3 two-year boy unattended for a period of twenty minutes. The Board finds that the home environment
4 of Ms. Hernandez's residence is not suitable for a child care facility in view of the inattentiveness of
5 Ms. Hernandez, the violent act that took place in this matter and the potential for similar violent acts
6 to recur.

7 **Area of Concern No. 3.** Ms. Hernandez's failure to disclose information in her city child
8 care license application process pertaining to her child care
9 operations in the state of Utah.

10 Ms. Hernandez answered on her METRO background questionnaire regarding her June 15,
11 2006, application for a City child care license that she had not been accused of any violation of statute,
12 regulation or code of any state government, when in fact the State of Utah had substantiated violations
13 of its child care code by Ms. Hernandez as the result of her leaving two children in dirty diapers as
14 a form of punishment. One incident occurred in 1999 and the other in 2003. Ms. Hernandez admits
15 that the 1999 incident took place and that she was admonished by the State of Utah that this practice
16 was unacceptable and improper.

17 The Board finds that Ms. Hernandez's actions were intentionally deceptive in an effort to not
18 raise additional adverse scrutiny regarding her application for a child care facility license in view of
19 the fact she had already been operating without a license for at least a year and one-half when she filed
20 her license application.

21 **DECISION**

22 Lia Hernandez's application for a Child Care Facility License to be operated as a Family Child
23 Care Home is hereby denied pursuant to:

24 1) LVMC 6.02.330 and 6.24.070 as she operated a child care facility without a child care
25 facility license and continued to operate the same after having received a notice to cease and desist
26 such operations until she had secured such license,

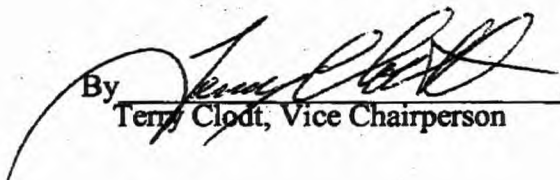
27 2) LVMC 6.24.070 (A) (4) (e), as the proposed family child care home of Lia Hernandez
28 has a home environment which is not conducive to the health, safety, morals or welfare of children,

1 and

2 3) LVMC 6.24.070 (5), as after due consideration for the protection of the public health,
3 safety, morals and welfare the Board has concluded that Lia Hernandez is unsuitable to receive a
4 license.

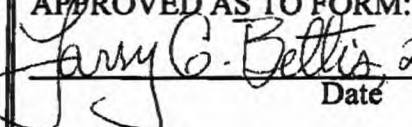
5 Dated this 14 day of FEBRUARY, 2007.

7 THE CHILD CARE LICENSING BOARD
8 OF THE CITY OF LAS VEGAS, NEVADA

9
10 By  _____

Terry Clout, Vice Chairperson

12 APPROVED AS TO FORM:

13  2-6-07
14 _____
Date

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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Pawnbroker License subject to the provisions of the planning and fire codes, Candice Limon, dba MNM Pawn, 3227 Meade Avenue, Suite 3B, Candice E. Limon, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Pawnbroker License.

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period.

BACKUP DOCUMENTATION:

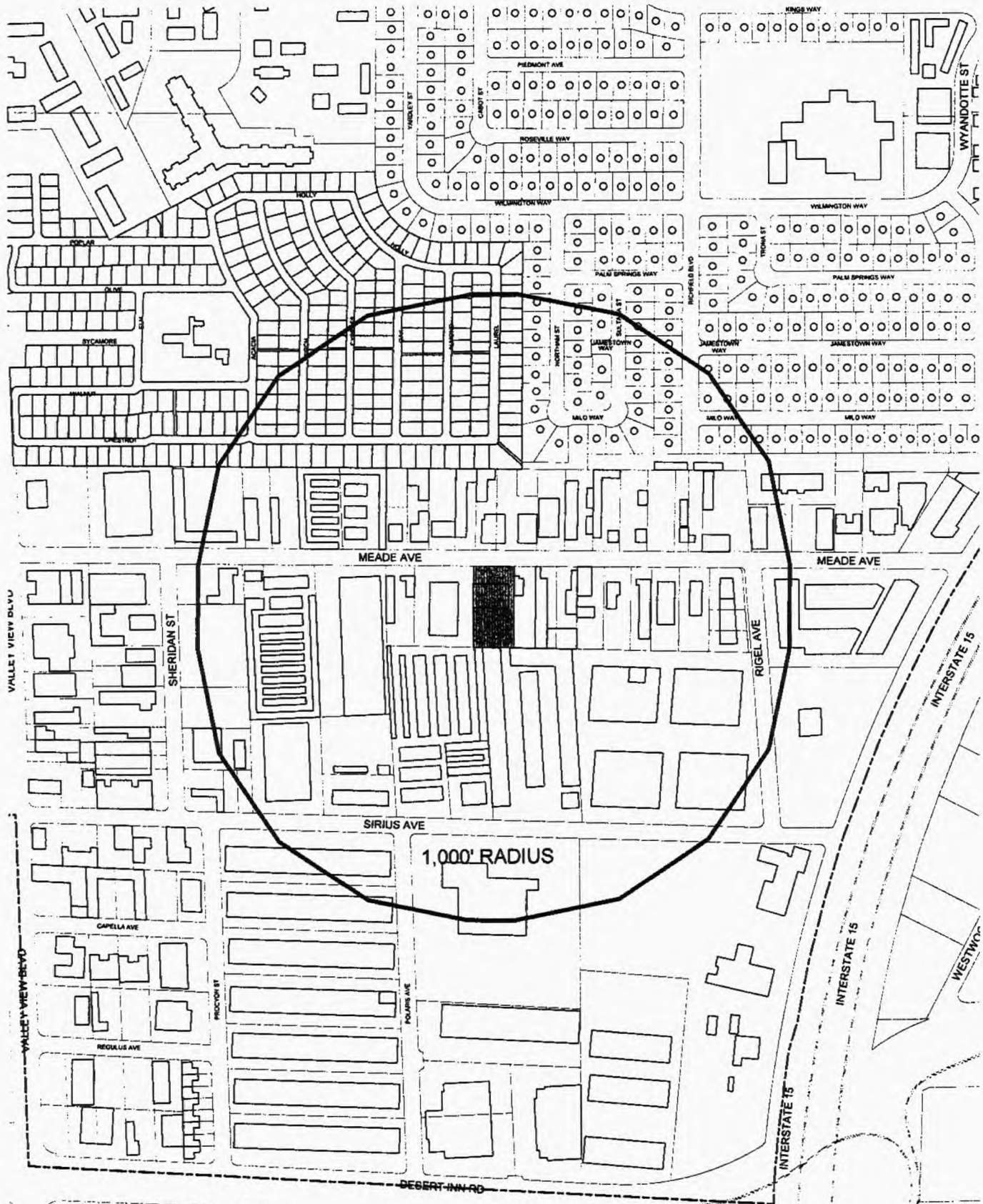
1. Map
2. Submitted after final agenda – Abeyance request by GC Garcia for Items 53 and 54

Motion made by GARY REESE to Strike Items 32, 34, 46-49 and 51; Hold in Abeyance Items 52-54 to 4/18/2007; and Hold in Abeyance Item 62 to 4/4/2007

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)

MNM PAWN



0 200 400 Feet





March 21, 2007

Mayor Oscar Goodman & Council Members
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

RECEIVED
CITY CLERK
2007 MAR 21 A 8:31

RE: Metro Pawn Item #53 & 54 on the March 21, 2007 City Council Agenda

Dear Mayor Goodman & Council Members:

On behalf of my client, Metro Pawn, I am submitting a request to have the above listed applications continued at the March 21, 2007 City Council meeting to the meeting being held on April 10, 2007. The additional time is needed to work with the neighbors and Councilman Tarkanian's Office.

We respectfully request your consideration in the above listed matter. Please advise us of your decision. If you have any questions please feel free to contact me at (702) 435-9909.

Sincerely,

George C. Garcia
President

GCG:amc



GCGARCIA

Continued after final agenda

Date 3/21/07 Item # 53 & 54

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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Class II Secondhand Dealer License, Auto Pawn and Pistol Permit subject to the provisions of the planning and fire codes, Candice Limon, dba MNM Pawn, 3227 Meade Avenue, Suite 3B, Candice E. Limon, 100% - Ward 1 (Tarkanian)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Class II Secondhand Dealer License, Auto Pawn and Pistol Permit.

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period.

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Strike Items 32, 34, 46-49 and 51; Hold in Abeyance Items 52-54 to 4/18/2007; and Hold in Abeyance Item 62 to 4/4/2007

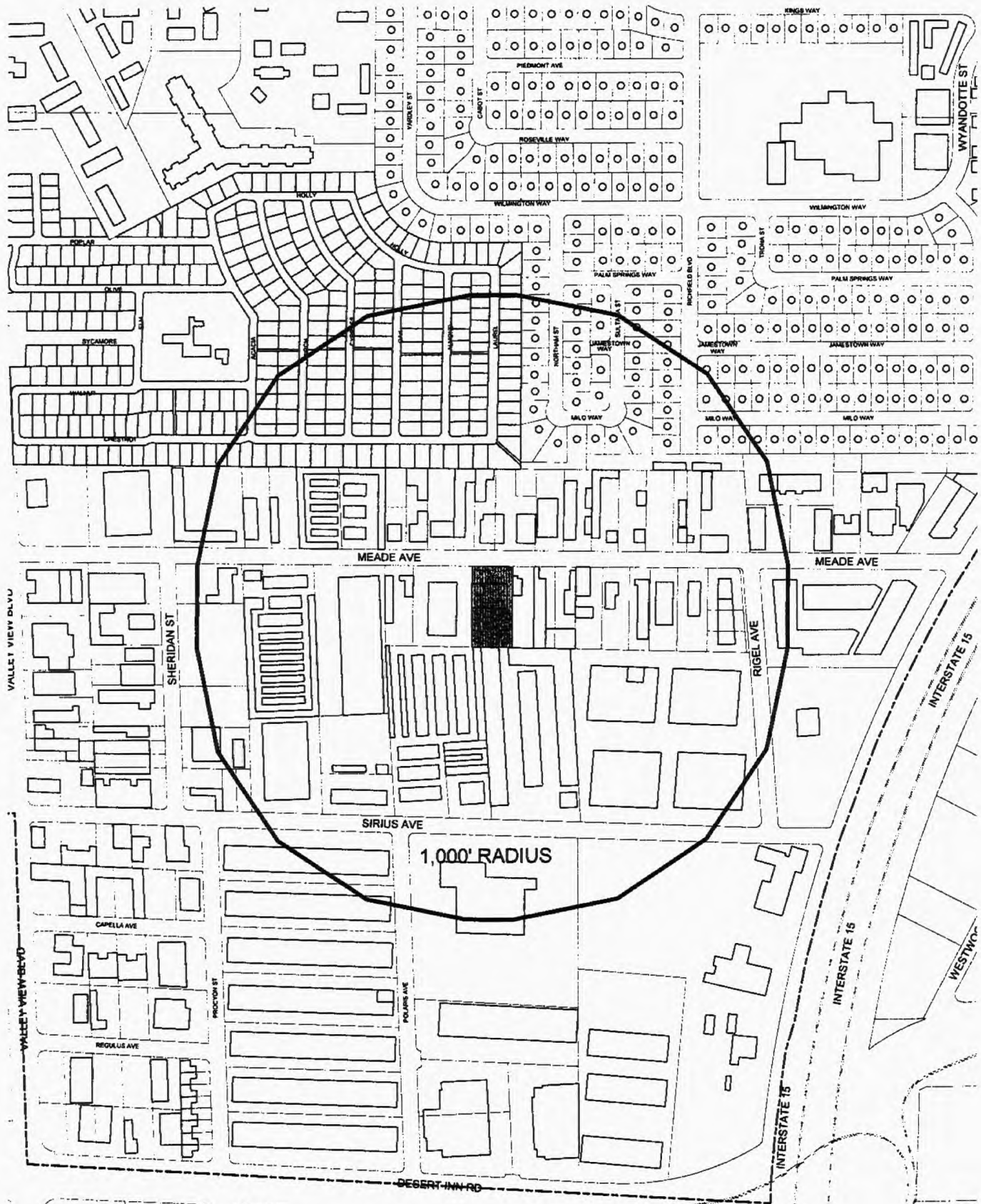
Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

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:

See Item 53 for related backup.

MNM PAWN



0 200 400 Feet



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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of Franchise Manager for a Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. Regulations, 7-Eleven of Nevada, Inc., dba 7-Eleven Food Store #13681, 4950 West Charleston Boulevard, Harsh Bembi, Franchise Mgr - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of Franchise Manager for a Beer/Wine/Cooler Off-sale License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes and Health Dept. regulations with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period.

BACKUP DOCUMENTATION:

None

Motion made by LOIS TARKANIAN to Approve the temporary license, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or extend the temporary in the event the police report is not completed within the six-month temporary period

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

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

Minutes:

JIM DiFIORE, Manager of Business Services, indicated that the applicant, who was present, met the criteria for a temporary license. He suggested approval as recommended.

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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding a Review of a Beer/Wine/Cooler Off-sale License, Sabah Shoshani, dba Bells Market, 720 West Owens Avenue, Sabah H. Shoshani, 100% - Ward 5

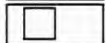
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a Review of a Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve subject to the original conditions and a six-month review

Passed For: 5; Against: 0; Abstain: 1; Did Not Vote: 0; Excused: 0

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

NOTE: MAYOR GOODMAN disclosed that he would be abstaining because of his common interest with ATTORNEY BROWN in a piece of property on East Charleston.

NOTE: COUNCILWOMAN TARKANIAN asked CITY ATTORNEY JERBIC if she should abstain because she has received campaign contributions from ATTORNEY BROWN. CITY ATTORNEY JERBIC opined that there is absolutely no legal requirement for her to abstain because of a campaign contribution; however, she could abstain if she felt her objectivity would be clouded by the fact she received a contribution. He added that this has been addressed by the State Ethics Committee. Consideration should be given to abstention only on any matters wherein a sizeable contribution is made. COUNCILMAN REESE confirmed that disclosure is not necessary every time an applicant who has made a contribution appears.

CITY COUNCIL MEETING OF: MARCH 21, 2007

Minutes:

JIM DiFIORE, Manager of Business Services, reported the six-month review was requested by former COUNCILMAN WEEKLY. There were initial conditions imposed, and there have been 20 minimal calls for service at this location; however, only one was of issue. There was a fatality in the parking lot, but the police department indicated it was not related to the business. He suggested another six-month review, with the same conditions, for the new Councilmember to review the operation of the business.

JAY BROWN, Attorney, appeared with and representing the applicant. He did not have any objection to staff's recommendations.

BEATRICE TURNER objected to requiring the applicant to keep coming back when there are no concerns.



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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: La Cabana, Inc., dba La Cabana Mexican Food Restaurant, Roberto Dorado-Valdez, Dir, Pres, Secy, Treas, 100%, To: Admistca, Inc., dba La Cabana Mexican Restaurant, 526 South Martin L. King Boulevard, Adela Jacobs, Pres, Secy, 50% jointly with spouse and William L. Jacobs, Treas, 50% jointly with spouse - Ward 5

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler On-sale License.

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes and Health Dept. regulations with authority for the Director or Designee to issue a permanent license upon receipt of a favorable investigation report or extend the temporary license in the event the investigation is not completed within the 6-month temporary period.

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Approve the temporary license, with a six-month review and subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or extend the temporary in the event the police report is not completed within the six-month temporary period

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

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

Minutes:

JIM DiFIORE, Manager of Business Services, stated that the applicants met the criteria for a temporary license. He suggested approval as recommended.

CITY COUNCIL MEETING OF: MARCH 21, 2007

MR. JACOBS, who was present with his wife, said he would like to combine this business with Squiggy's, but he is trying to resolve some associated issues.



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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding a Review for a Non Profit Club General License, IBPO Elks of the World, Tommy J. Stanton, dba IBPO Elks of the World, Tommy J. Stanton, 902 West Owens Avenue, Ernest Phillips, Secy - Ward 5

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a Review for a Non Profit Club General License.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve the license, allowing the club to open at 12:00 p.m., with a six-month review and the other original conditions imposed

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

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

Minutes:

JIM DiFIORE, Manager of Business Services, stated that the temporary license was approved. There have been only two calls for service at this location. He recommended another six-month review, with the original conditions remaining.

AL McCRURY outlined some of the community efforts implemented at former COUNCILMAN WEEKLY's request. He is looking forward to partnering with other community groups. He was not opposed to another six-month review; however, he requested the hours of operation be extended. MR. DiFIORE indicated that the current hours of operation are Sunday-Thursday, 3:00 p.m. to 12:00 a.m.; Friday and Saturday, 3:00 p.m. to 1:00 a.m. COUNCILMAN REESE could not support closure at 3:00 a.m., as requested by MR. McCRURY. He did support opening at 12:00 p.m. BEATRICE TURNER, West Las Vegas, concurred with COUNCILMAN REESE.

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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval for Change of Ownership and Change of Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Polonez Polish Deli & Restaurant, Inc., dba Euro Place Ristorante, Bouglaw Sobol, Dir, Pres, Secy, Treas, 100%, To: Las Vegas Libations, LLC, dba LJ's Bar & Grill, 1243 East Sahara Avenue, Lance W. Johns, Mgr, 60% and Efrem Rosenfeld, Mmbr, 40% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval for Change of Ownership and Change of Business Name for a Tavern.

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes and Health Dept. regulations with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period.

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Approve the temporary license, with a six-month review after obtaining the occupancy permit and subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or extend the temporary in the event the police report is not completed within the six-month temporary period

Passed For: 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 21, 2007

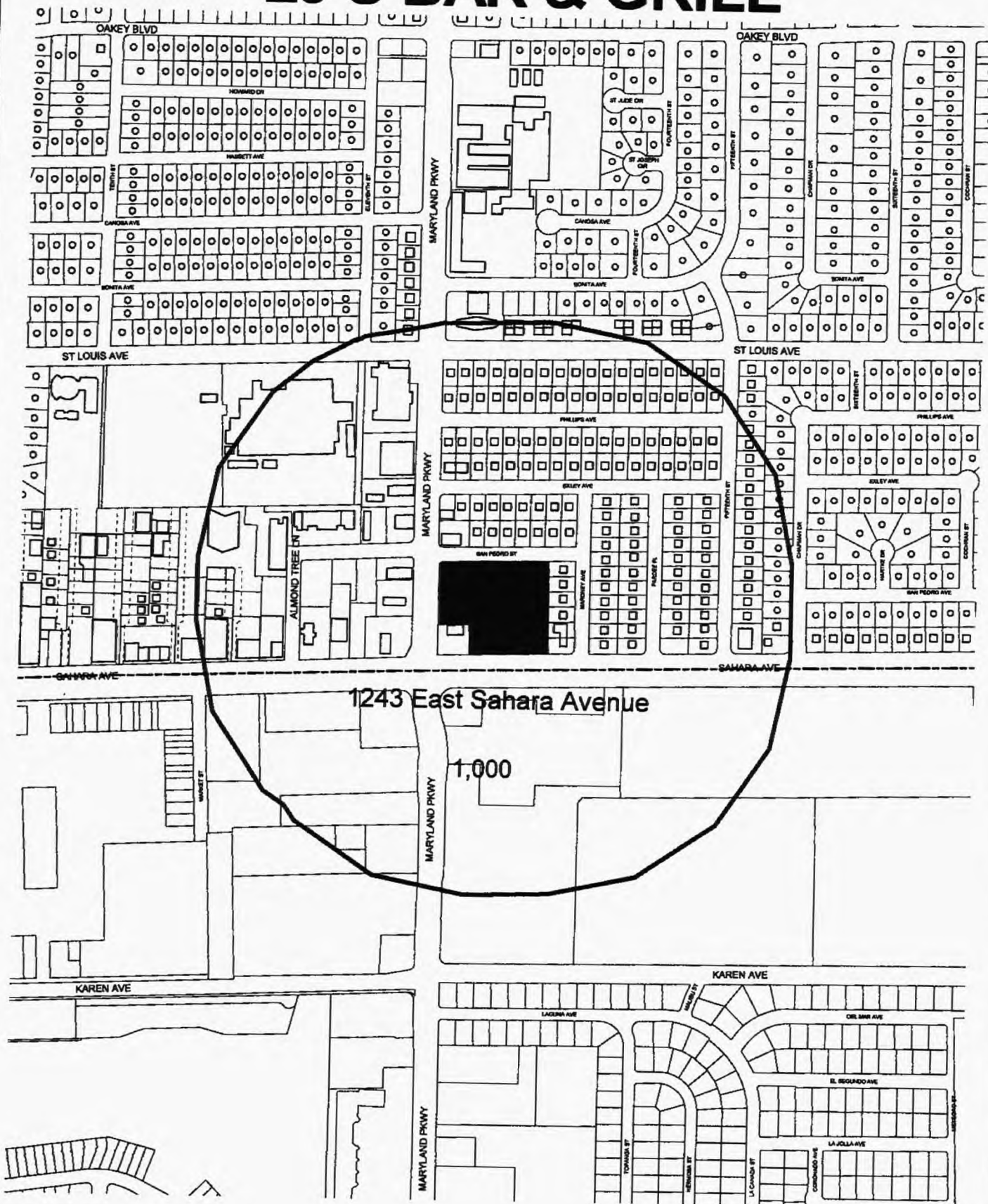
Minutes:

JIM DiFIORE, Manager of Business Services, reported that the applicants met the criteria for temporary approval. He suggested approval as recommended.

MIKE NAVARRA and LANCE JOHNS were present. MR. JOHNS indicated that he is cleaning up the older establishment to make it safer and nicer.



LJ'S BAR & GRILL



0 300 600 Feet



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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale license subject to the provisions of the planning and fire codes and Health Dept. regulations, Haggadah, LLC., dba Village Steakhouse, 9330 West Sahara Avenue, Suite 160, Marc S. Attia, Managing Mmbr, 50% jointly with spouse and Laura C. Attia, Managing Mmbr, 50% jointly with spouse - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale license.

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes and Health Dept. regulations with the authority for the Director or Designee to issue a permanent license upon receipt of a favorable investigation report or extend the temporary license in the event the investigation is not completed within the 6-month temporary period.

BACKUP DOCUMENTATION:

Map

Motion made by STEVE WOLFSON to Approve the temporary license, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or extend the temporary in the event the police report is not completed within the six-month temporary period

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

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

Minutes:

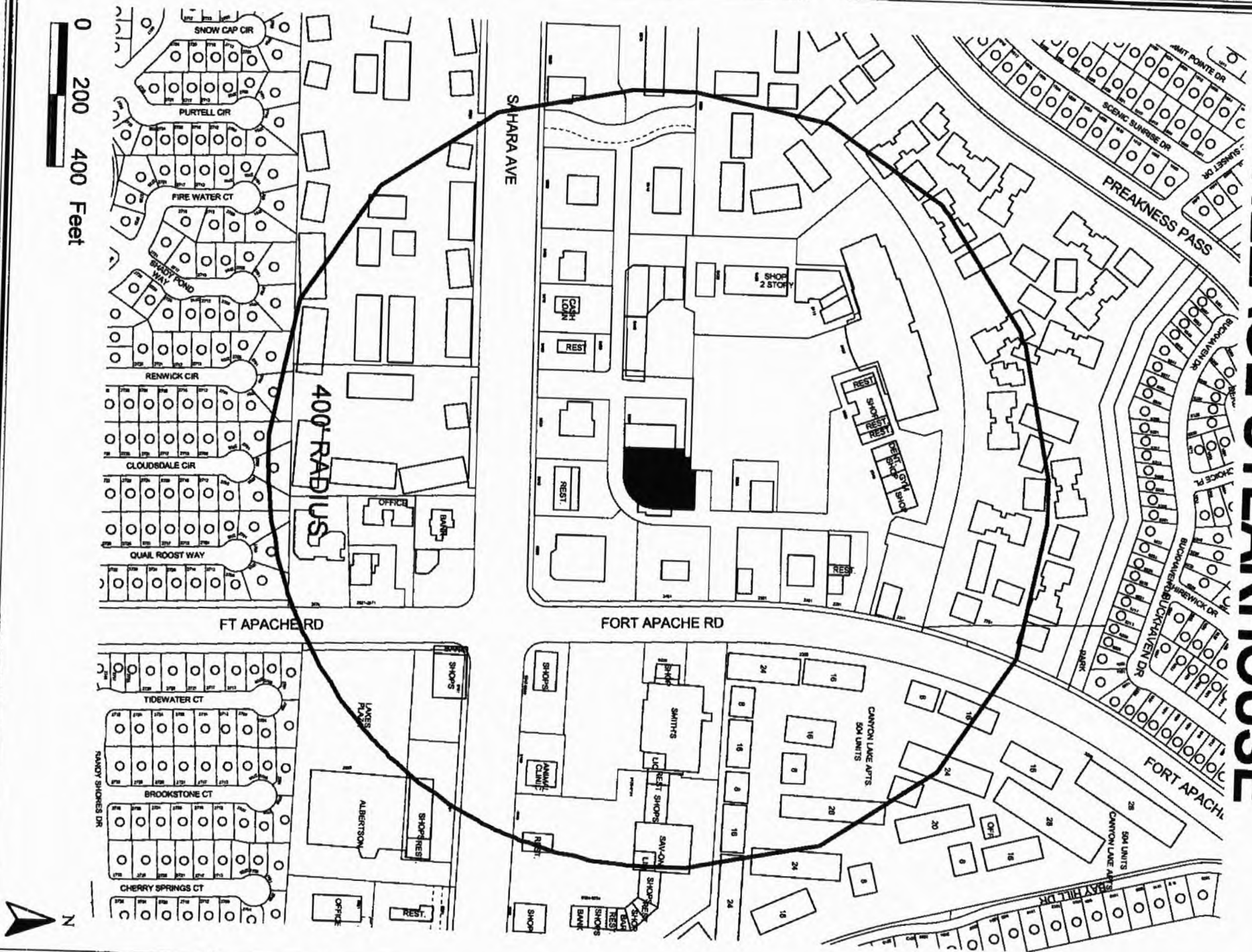
JIM DiFIORE, Manager of Business Services, indicated that the applicant, who was not present, met the requirements for temporary approval. He suggested approval as recommended.

CITY COUNCIL MEETING OF: MARCH 21, 2007

ANTHONY HODGES complained that the City is not complying with the Open Meeting Law. He urged the Mayor to keep it under control.



VILLAGE STEAKHOUSE



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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding a Review of a Package License and a Restricted Gaming License for 7 slots, Shoshani and Jarjees, dba Family Food II, 1602 H Street, Salar Shoshani, Ptnr and Thamer Jarjees, Ptnr - Ward 5

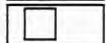
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a Review of a Package License and a Restricted Gaming License for 7 slots.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve subject to the original conditions imposed and a six-month review

Passed For: 4; Against: 0; Abstain: 1; Did Not Vote: 1; Excused: 0

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

NOTE: MAYOR GOODMAN disclosed that he would be abstaining due to his business relationship with ATTORNEY JAY BROWN.

Minutes:

JIM DiFIORE, Manager of Business Services, said that, although there were 26 calls for service, there were no major issues. Due to the transition in Ward 5, he recommended another six-month review, with the original conditions remaining.

ATTORNEY JAY BROWN, appeared with and representing the applicants. He agreed with the recommendations of MR. DiFIORE.

CITY COUNCIL MEETING OF: MARCH 21, 2007

BEATRICE TURNER, West Las Vegas, said it was unfair to keep bringing this matter back for review when there are no problems, the owners are providing a service to the community and the permanent license was already approved.



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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a Psychic Arts and Science License, Elizabeth Maria Wines, dba Elizabeth Maria Wines, 6848 West Charleston Boulevard, Elizabeth Maria Wines, Owner, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a Psychic Arts and Science License.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Strike Items 32, 34, 46-49 and 51; Hold in Abeyance Items 52-54 to 4/18/2007; and Hold in Abeyance Item 62 to 4/4/2007

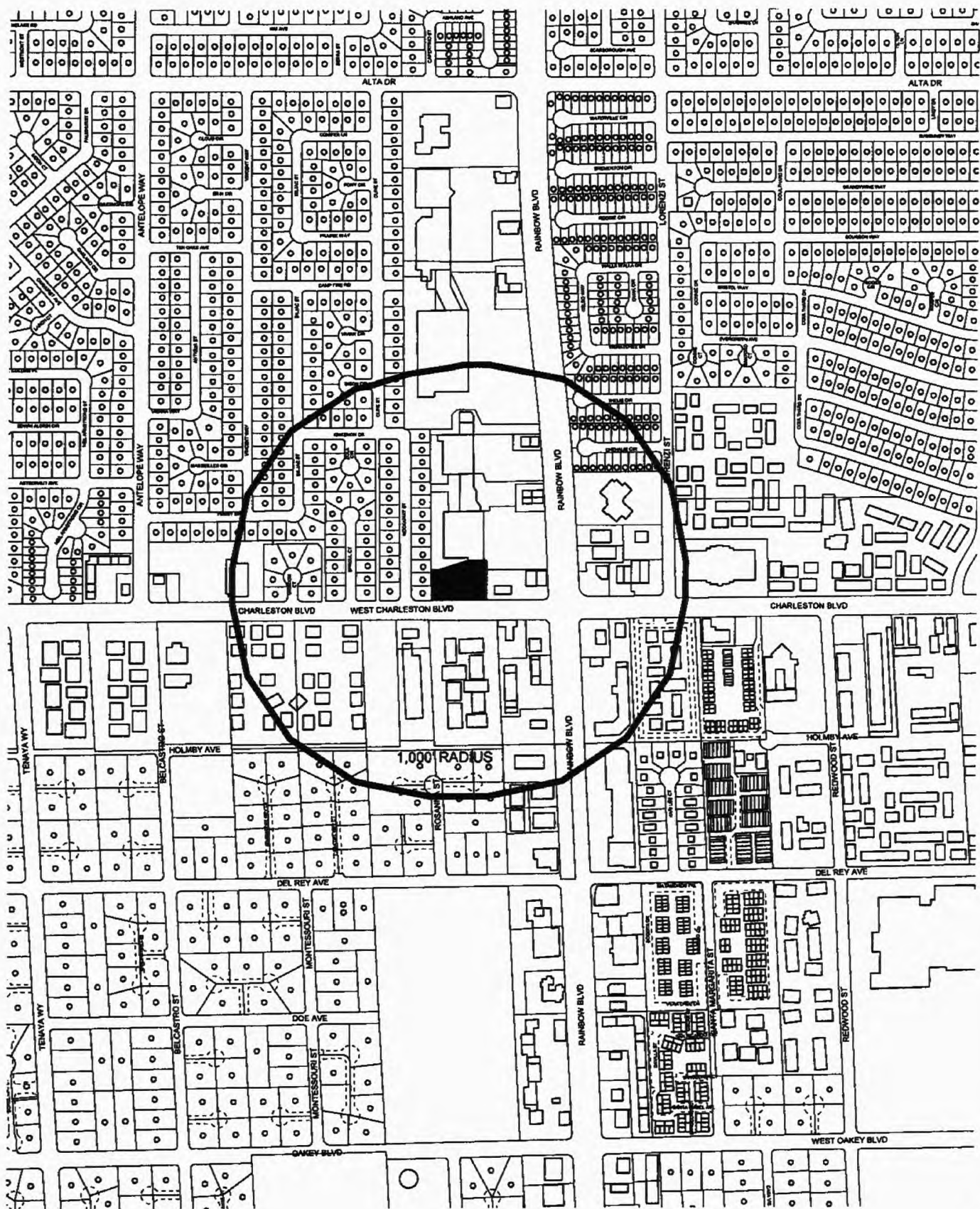
Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

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:

Under Item 11, COUNCILWOMAN TARKANIAN requested this item be held to 4/4/2007.

ELIZABETH MARIA WINES



0 300 600 Feet



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

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding award of a Vehicle Evaluation Participation Agreement No. 060315 for the Lease of Hydrogen Engine Vehicles (including indemnification provision) - Department of Field Operations - Award recommended to: FORD MOTOR COMPANY (\$250,000 - Multipurpose Special Revenue Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$250,000

Funding Source: Multipurpose SRF

Dept./Division: Field Operations

PURPOSE/BACKGROUND:

This request will allow the Purchasing and Contracts Manager to sign an agreement for the lease of two experimental hydrogen engine vehicles from Ford Motor Company to be used by the CLV Staff for the purpose of evaluating alternative fuel vehicles. Funding for the lease of these vehicles is supported by a Department of Energy grant. The Agreement includes an indemnification provision in section 7(d), which requires City Council approval.

PCC: D. Kaplan

POC: Gary A. Stokes - (313) 594-1831

RECOMMENDATION:

That City Council approve Vehicle Evaluation Participation Agreement No. 060315, which includes an indemnification provision, to Ford Motor Company in the amount of \$250,000. Authority to execute the Agreement is given to the Purchasing Manager.

BACKUP DOCUMENTATION:

Vehicle Evaluation Participation Agreement

Motion made by GARY REESE to Approve

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

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

Minutes:

LARRY HAUGSNESS, Director of Field Operations, stated the two hydrogen vehicles will be used mainly for the shoppers express route in the downtown area. They will supplement the

CITY COUNCIL MEETING OF: MARCH 21, 2007

existing fleet at no cost to the City. The lease is for two years, and it is reimbursable by the Federal government. He thanked DAN HYDE for pursuing the acquisition. He recommended approval.

TOM MCGOWAN, Las Vegas resident, asked who would guarantee the safety of the hydrogen fuel engines, to which MR. HAUGSNESS replied that the National Safety Transportation Board inspects the vehicles.



H2ICE VEHICLE EVALUATION PARTICIPATION AGREEMENT

This H2ICE (Hydrogen Internal Combustion Engine, also known as a hydrogen engine) Vehicle Evaluation Participation Agreement (the "Agreement") is entered into this ____ day of _____, 2007 by and between FORD MOTOR COMPANY ("Ford"), having a principal place of business at One American Road, Dearborn, Michigan 48126, and the CITY OF LAS VEGAS ("Recipient"), having a principal place of business at 400 Stewart Ave., Las Vegas, Nevada 89101.

RECITALS

A. Ford is willing to provide to Recipient two (2) experimental hydrogen engine vehicles (collectively, the "Vehicles" or, in the singular, "Vehicle"), which will be based on the Ford E450 platform equipped with a hydrogen engine powertrain and any other equipment deemed appropriate by Ford (the "hydrogen system"), for the purpose of aiding both Ford and Recipient to demonstrate and evaluate the performance characteristics of such Vehicles.

B. Recipient wishes to gain experience related to the use of H2ICE powered vehicles and is therefore desirous of obtaining access to, and use of, the Vehicles from Ford, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein contained, the parties hereto agree as follows:

1. **Provision of Vehicles.**

(a) Ford hereby agrees to provide two (2) Vehicles to Recipient, to be held and used by Recipient in accordance with this Agreement. The Vehicles are to be identified by Ford, and specified by vehicle identification number, reasonably prior to delivery of such Vehicles to Recipient. The foregoing identification shall be recorded in Exhibit 1, attached hereto and incorporated herein by reference, which exhibit may be updated in writing from time to time by agreement of the parties.

(b) In the event additional Vehicles become available at Ford, at the sole discretion of Ford, the parties may, but shall not be obligated to, negotiate an amendment to this Agreement increasing the number of Vehicles provided by Ford to the Recipient.

2. Vehicle Evaluation Term; Participation Fee.

(a) The evaluation term for each Vehicle under this Agreement is twenty-four (24) months, commencing with the date of delivery of each Vehicle to Recipient, except as may be otherwise extended or terminated in writing by a Party(ies) in accordance with this Agreement.

(b) Ford, at its sole discretion, may terminate the evaluation term of any individual Vehicle or group of Vehicles, effective immediately for (i) safety or technical/functionality reasons, and (ii) in the event of any voluntary or involuntary assignment, attachment, lien or levy is made of, or attached to, a Vehicle(s).

(c) If Ford terminates the evaluation of any individual Vehicle, the evaluation of the remaining Vehicles shall continue in effect under the terms of this Agreement. Additionally, Ford shall have the right to terminate the entire Agreement, which would terminate the evaluation of all of the Vehicles, subject to and in accordance with the provisions of Paragraph 14.

(d) Recipient agrees to pay to Ford a participation fee of \$250,000 (the "Participation Fee") for each Vehicle, as well as other costs as specifically identified in this Agreement. The Participation Fee shall be paid as follows:

(i) \$125,000 per Vehicle upon execution of this Agreement (the "Advance Payment") but no later than March 31, 2007; and

(ii) \$98,000 per vehicle (the Participation Fee for each Vehicle, less the applicable portion of the Advance Payment already made by Recipient plus \$27,000 per vehicle), upon delivery of each such Vehicle.

(iii) \$27,000 per vehicle 12 months after delivery of each vehicle.

(iv) Ford shall invoice the Recipient the above amounts to the following addresses:

Original To: City of Las Vegas
Accounts Payable
400 Stewart Ave.
Las Vegas, NV 89109

Copy To: Dan Hyde
Fleet & Transportation Manager
2950 Ronemus Dr.
Las Vegas, NV 89128

(e) All payments under Subparagraph 2(d) and other payments due hereunder, shall be made payable to Ford and mailed to Ford at the following address, unless otherwise directed by Ford in writing:

Ford Motor Company
Attn: Melissa Hendra
Manager, Government Business Administration Suite 600
330 Town Center Drive
Dearborn, MI 48126 U.S.A.

(f) All payments and other currency amounts under this Agreement shall be in U.S. funds.

(g) Recipient acknowledges the experimental nature of the Vehicles and, except as otherwise specifically provided in this Agreement, shall not claim any reimbursements or other offsets against any fees, costs or other expenses identified as the responsibility of the Recipient under this Agreement.

3. Delivery and Return of Vehicles.

(a) Ford shall be responsible for delivering the Vehicles to Recipient at a location and time to be mutually agreed by the parties. Ford shall not be responsible for any delay in delivery of the Vehicles.

(b) Immediately upon termination or expiration of either the applicable term of the Vehicle evaluation or this Agreement, whichever is earlier, the Recipient shall return each Vehicle to the nearest service center designated by Ford or any other place as the parties may agree in writing.

(c) Notwithstanding Subparagraph 3(a), in the event that Ford does not deliver all of the Vehicles to Recipient by June 30, 2007, Recipient shall be permitted to terminate this Agreement in respect of any undelivered Vehicles, and Ford shall refund to Recipient an amount calculated in accordance with Subsection 14(c).

4. Title to Vehicles.

The Vehicles shall at all times hereunder remain the exclusive property of Ford, and shall be marked "PROPERTY OF FORD MOTOR COMPANY". The registrations of the Vehicles shall list Ford as the owner.

5. Location and Use of Vehicles.

(a) Recipient shall use and operate the Vehicles in accordance with, and shall use its best efforts to ensure compliance with all applicable federal, local or provincial laws, rules, regulations or ordinances, including those pertaining to the use of hydrogen in vehicles and to the age and licensing of drivers. Under no circumstances shall Recipient disconnect any odometer or other mileage recording device nor shall Vehicles be used or operated (i) in a manner causing depreciation above the normal depreciation associated with general use, (ii) for any illegal purpose or by a person under the influence of alcohol or drugs, (iii) in any manner or for any purpose that would cause any insurance specified in this Agreement to be suspended, canceled, held inapplicable, or increased in cost, or (iv) outside the metropolitan area of Las Vegas without Ford's express written permission. Recipient shall ensure that drivers receive the appropriate driver training and Recipient shall use its best efforts to ensure that the Vehicles are operated at all times in a safe, careful and lawful manner, and by legally qualified drivers. Under no circumstances shall any such driver be presumed to be the agent or employee of Ford, nor shall any of them be deemed to be under Ford's exclusive direction and control, except when a Vehicle is under Ford's direction and control.

(b) Recipient shall utilize the Vehicles in accordance with a usage plan. A sample plan is attached hereto as Exhibit 2 and incorporated herein by reference, to be developed by Recipient and approved in writing by Ford, in the metropolitan area of Las Vegas, for the purpose of assisting Ford in evaluating the performance characteristics of such Vehicles. If Recipient fails to develop such a plan or the parties fail to agree on a usage plan at least thirty (30) days prior to Vehicle delivery, Ford shall provide to Recipient a reasonable usage plan for the Vehicles and Recipient agrees to comply with such plan. The placement of the Vehicles will be determined jointly by Ford and Recipient, but Ford will be the final authority on where the Vehicles are placed. The Vehicles shall at all times be properly used and maintained by Recipient.

(c) Recipient shall ensure its employees and agents only utilize fueling stations that comply with all applicable standards for hydrogen fuel. Recipient will identify the fueling stations it proposes to utilize and obtain Ford's prior written approval before fueling the Vehicles at such station(s).

(d) Recipient, after consultation with and subject to the prior written approval of Ford at least five (5) days prior to this specific use, may display and operate the Vehicles outside of the Las Vegas metropolitan area for the purposes of generating publicity for the Vehicles or for enhancing the public relations or government relations of the parties. Recipient agrees that all promotional activities or contact with the news media in connection with these Vehicles must be coordinated with and have the prior written approval of Ford, and that the Vehicle shall not be utilized for any partisan political purpose whatsoever. Recipient shall obtain prior written approval for any logos placed on the vehicle. Recipient shall ensure that no Vehicle

leaves the United States prior to termination of this Agreement or any specific Vehicle evaluation term.

(e) The Vehicles shall not be removed from the approved location referred to in Subparagraphs 5(a), (b) and (d), without Ford's prior written approval, for any reason other than (i) return to the original location referred to in Paragraph 3, or (ii) return of the Vehicles to Ford pursuant to this Agreement. Upon request by Ford, the Vehicles shall be delivered by Recipient as soon as reasonably possible to any location specified by Ford. In addition, Ford shall have the right to enter into Recipient's premises, upon reasonable prior notice and during normal business hours, to inspect the Vehicles and Recipient's records with respect thereto.

6. Taxes, Fees and Other Permits.

(a) Except as otherwise provided in Subparagraph 6(b), Recipient shall pay all taxes and governmental charges imposed in connection with the use and operation of the Vehicles by Recipient, including (i) any permits, special permits, licenses or taxes required by the business of Recipient, (ii) emissions tests and all sales, use, excise, personal property, provincial and mileage taxes, (iii) vehicle registration and inspection fees, and (iv) any other applicable taxes, import duties, securities or associated fees (and all increases therein) currently in force or which become payable during the term of this Evaluation Agreement with respect to the Vehicles or the possession or use thereof.

(b) Ford shall be responsible for obtaining the necessary Vehicle title and making suitable proof thereof available to Recipient so that Recipient can obtain the necessary license and insurance. Recipient shall assume responsibility for ensuring that the Vehicles have been properly registered, including any required inspections or testing, in accordance with the laws of the jurisdiction in which the Vehicles will be primarily used. Recipient shall be responsible for informing Ford in advance of building the Vehicle(s) of any local requirements that might require specific design actions on the part of Ford.

7. Insurance and Indemnity.

(a) At its sole cost and expense, Recipient shall maintain continuously throughout the term of this Agreement valid and collectible insurance from such companies as are acceptable to Ford and listed in the most current "Best's Insurance Guide" as possessing a minimum policy holders rating of "A-" (Excellent) and a financial category no lower than "VI" (\$25,000,000 to \$50,000,000 of adjusted policy holders surplus). The following insurance shall cover Recipient's activities under this Agreement whether such activities be by itself or by any person to whom Recipient provides any Vehicle or by anyone directly or indirectly employed by

any of them, or by anyone for whose acts any of them may be liable and will also meet the requirements of any so-called "no-fault" law now in effect or which hereafter may be enacted:

(i) Workers' Compensation insurance with statutory limits or a State certificate of self-insurance and Employer's Liability coverage with limits of not less than \$10,000,000 per occurrence.

(ii) Occurrence type commercial general liability insurance, including but not limited to blanket contractual liability coverage, for bodily injury including death, personal injury, and property damage with limits of not less than \$10,000,000 combined single limit per occurrence.

(iii) Automobile liability insurance covering all owned, hired and non-owned vehicles with limits of not less than \$10,000,000 combined single limit per occurrence.

(iv) Collision, comprehensive, and theft insurance in the amount of \$150,000 per Vehicle for repairs required under Section 8 of this Agreement.

(b) With the exception of Workers' Compensation, each insurance policy listed above, and any excess or umbrella policy carried by Recipient with additional limits than those specified above, must name Ford as an additional insured under the policy(s). All insurance policies of Recipient shall be endorsed to state that the policy will be primary, and will not be excess to or contributory with, any self-insurance or insurance policies carried by Ford. The insurance policy shall provide that the policy may not be canceled or materially altered without 30 days prior written notice to Ford. At or before delivery of any Vehicle, Recipient shall furnish to Ford an acceptable certificate of insurance evidencing the coverage required herein. The furnishing of acceptable evidence of required coverage shall not relieve Recipient from any liability or obligation for which it is otherwise responsible to Ford. Ford shall be under no duty to examine any certificate provided by Recipient or to advise Recipient that its insurance coverage does not comply with the requirements set forth herein.

(c) Notwithstanding the above, Recipient shall have the right to satisfy its insurance obligations under this Agreement by means of self-insurance (Attachment A) to the extent of all or part of the insurance required hereunder but only so long as (i) such self-insurance is permitted under all laws applicable to Recipient at the time in question, and (ii) Recipient maintains a Standard & Poor's rating on its senior debt of "A-" or better ("Credit Rating"). If Recipient at any time does not satisfy the Credit Rating, it shall notify Ford of the same and supply Ford with proof of insurance. "Self-insure" shall mean that Recipient is itself acting as though it were the third-party insurer providing the insurance required under the provisions of this Agreement, and Recipient shall pay any amounts due in lieu of insurance proceeds because of self-insurance, which amounts shall be treated as insurance proceeds for all

purposes under this Agreement. To the extent Recipient chooses to provide any insurance required by this Agreement by "self-insurance," then Recipient shall have all of the obligations and liabilities of an insurer, and the protection afforded Ford shall be the same as if provided by a third-party insurer under the coverage required under this Agreement. Without limiting the generality of the foregoing, all amounts which Recipient pays or is required to pay and all losses or damages resulting from risks for which Recipient insures or has elected to self-insure shall be subject to the waiver of subrogation provisions of this Agreement, and shall not limit Recipient's indemnification obligations pursuant to this Agreement. In the event that Recipient elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from a third-party insurer, Recipient shall undertake the defense of any such claim, including a defense of Ford, at Recipient's sole cost and expense, and use its own funds to pay any claim or replace any property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Recipient to self-insure. Any such self-insurance shall be required to provide "first dollar" coverage.

(d) Recipient shall indemnify and defend Ford and its affiliated companies, parent and subsidiaries and their respective officers, directors and employees, agents and assigns ("Ford Indemnitees") from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges, subrogations, and expenses (collectively "Damages") including fees and expenses of legal counsel and expert witnesses, which may be imposed upon or incurred by or asserted against the Ford Indemnitees, or any of them, by reason of actual or alleged (i) injury or death to persons (including without limitation, employees of one or more of the Ford Indemnitees or of Recipient and employees of its contractors, subcontractors, vendors, or agents), (ii) damage to the property of any person or legal entity (including without limitation, any Vehicle or the property of one or more of the Ford Indemnitees and the property of its contractors, subcontractors, vendors, agents or employees) as a result of or arising out of any act or omission of Recipient or its contractors, subcontractors, any party to whom it has made the Vehicle available, vendors, agents and/or employees in connection with or in any way relating to this Agreement. However, the foregoing agreement to indemnify and hold the Ford Indemnitees harmless shall not be applicable to the extent that such Damages are caused by the willful misconduct or sole negligence of the Ford Indemnitees. Nothing in this section shall affect or diminish the limitations of liability secured to Recipient by NRS 41.035, and the Recipient intends and shall assert such protections against any applicable claim of liability.

(e) Ford shall indemnify and defend Recipient and its employees and agents ("Recipient Indemnitees") from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges, subrogations, and expenses (collectively "Damages") including fees and expenses of legal counsel and expert witnesses, which may be imposed upon or incurred by or asserted against the Recipient Indemnitees, or any of them, by reason of actual or alleged (i) injury or death to persons (including without limitation, employees of one or more of the Recipient Indemnitees or of Ford and employees of its contractors, subcontractors, vendors, or agents), (ii) damage to the property of any person or legal entity (including without limitation, any Vehicle or the property of one or more of the Recipient Indemnitees and the

property of its contractors, subcontractors, vendors, agents or employees) as a result of or arising out of any act or omission of Ford or its contractors, subcontractors, vendors, agents and/or employees in connection with or in any way relating to this Agreement. However, the foregoing agreement to indemnify and hold the Recipient Indemnitees harmless shall not be applicable to the extent that such Damages are caused by the willful misconduct or sole negligence of the Recipient.

8. Maintenance and Repairs.

(a) Recipient shall inspect the Vehicles upon delivery and by acceptance thereof is deemed to find the Vehicles in good working order and condition. Recipient shall comply in every respect with the provisions of Paragraph 5, and with the manufacturer's vehicle Owners Guide accompanying each of the Vehicles, and with any special instructions supplied in writing at the time of delivery of the Vehicles or thereafter. This includes no modifications to or addition of any accessories/equipment to the vehicle without the prior written approval of Ford. Recipient or its designee, shall maintain the Vehicles in good working order and condition, properly serviced and maintained, as defined by the applicable Ford standard limited warranty. At its sole cost, Recipient shall:

(i) provide secure space to serve as a home base and garage facility for the Vehicles, which facility will be upgraded to meet all requirements under any applicable laws or as deemed necessary to house and repair hydrogen engine vehicles;

(ii) staff such repair facility with one repair technician who will have all required licenses, certificates and training under any applicable laws and will perform vehicle maintenance and repairs on all vehicle systems as directed in the hydrogen engine vehicle technician service manual delivered to Recipient contemporaneously with the delivery of the Vehicles, and one technical assistant who will also have all required licenses, certificates and training under applicable laws. Recipient shall ensure both the technician and the technical assistant are available (including personnel and travel expenses) for any training that may be conducted by Ford, as noted in Exhibit 4, attached hereto and incorporated herein by reference;

(iii) equip such repair facility with all necessary tools and equipment, including, but not limited to, a vehicle hoist, 120 volt outlets, shop air, workbenches and a standard set of technician hand repair tools, that are reasonably necessary to repair such Vehicles;

(iv) purchase special purpose tools required to diagnose and repair the Vehicles as detailed in Exhibit 3, attached hereto and incorporated herein by reference. These tools will be owned by the Recipient.;

(v) and provide for mobile fueling the vehicle to support service needs.

(b) Recipient shall pay for all normal (i.e. not related to the hydrogen system) vehicle maintenance and upkeep as defined by the applicable Ford standard limited warranty, and for all washing, parking, garage, tolls, and fines required or incurred in connection with Recipient's use and operation of the Vehicles. Recipient shall pay for all repairs necessitated by misuse or abuse of the Vehicles or by any accident or collision involving the Vehicles, while in the possession or under the control or direction of Recipient under this Agreement, except where such accident or collision is caused by defects in the Vehicles design, materials or workmanship. If the repair cost of a Vehicle is in excess of the insurance coverage provided for such repairs under Subsection 7(a)(iv) of this Agreement, upon agreement in writing from Ford, Recipient may elect to withdraw the Vehicle from use with no adverse effect to Recipient or Ford under this Agreement.

(c) All hydrogen system-related vehicle maintenance and repairs will be performed under the direction of Ford or its designee, and title to all such repairs shall vest in Ford. Ford will provide training to the Recipient at no cost regarding the Vehicle's hydrogen system, including diagnostics and repair.

9. Technical Support.

Ford agrees to provide and pay for technical support for the Vehicles, specific to the hydrogen system, over the term of this Agreement, commencing on the date Recipient receives the first Vehicle. The hydrogen system includes engine, fuel storage, fuel delivery, fuel monitoring and related control systems. "Technical support" means (i) training of Recipient's fleet service personnel to maintain and service the Vehicles as described in Subparagraph 8(a) and Exhibit 4, attached hereto and incorporated herein by reference, (ii) providing Vehicle maintenance provisions via web-based vehicle service manuals, and (iii) providing engineering support via telephone. If a problem cannot be resolved in a reasonably timely manner through telephone consultation, Ford agrees to provide the required field engineering support. Ford will pay for replacement parts specific to the hydrogen system..

10. No Other Warranties.

Paragraphs 8 and 9 set forth the exclusive warranties and obligations of Ford, and the sole warranty remedies of Recipient, with respect to service or repair of the Vehicles as a result of defects in such Vehicles. The parties agree that the implied warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other

warranties, express or implied, are EXCLUDED from this Agreement and shall not apply to the Vehicles provided hereunder.

11. Inspection and Report.

(a) Recipient agrees to allow Ford to inspect the Vehicles at any time and to otherwise observe the Vehicles in operation at such times and at the facility of Recipient as Ford may reasonably specify. Recipient shall provide Ford with such mileage, maintenance, safety, operating, or other information or copies of any such records maintained by Recipient with respect to the Vehicles as Ford or any governmental agency may require.

(b) Recipient shall provide Ford with such evaluation reports and usage information on the Vehicles as required by Ford; but in any event not less than the information requested in Exhibit 5, attached hereto and incorporated herein by reference, which exhibit may be modified from time to time at the sole discretion of Ford.

(c) At intervals specified by Ford, Recipient shall download data from on-vehicle recording devices to a secure wireless portable computer system specified by Ford. Recipient shall forward the downloaded data as soon as possible to a secure Internet server. Ford will provide the secure wireless portable computer system. specified by Ford, and shall maintain confidentiality of such data at all times. Ford or a Ford authorized party shall supply the necessary software and server access information for this purpose to Recipient. Certain data shall be used for vehicle diagnostics and may be made available, at Ford's sole discretion, to Recipient's fleet maintenance and repair personnel.

(d) Each Vehicle has an automatic data transmitting system using cellular or satellite communication links to send limited real-time data such as vehicle position, speed, fuel level and other parameters of interest to a secure Internet server operated for Ford. The vehicle portion of the system includes antennas, modems, a global positioning satellite (GPS) unit, and a microprocessor. Recipient shall not disable, modify or interfere with this system in any way.

(e) At its option, Ford may elect to permit Recipient access, in real-time, to a subset of the server data referred to in Subparagraph 11(d) above for use in public displays or monitoring by Recipient's fleet managers. Types of data available in the subset shall be determined solely by Ford and Ford or a Ford authorized party shall supply the necessary software and server access information for this purpose to Recipient. Ford shall not be held responsible if the data are temporarily unavailable for any reason.

(f) Features of the Vehicle are described in Exhibit 6, E450 H2ICE Vehicle Description.

12. Risk of Loss.

Recipient shall assume all risks of loss with respect to each Vehicle from the time it is delivered by Ford to Recipient at the location designated in Subparagraph 3(a), until the Vehicle has been returned to Ford at the nearest service center designated by Ford or at such other location as mutually agreed between Ford and Recipient. Recipient shall be responsible for any and all damage to the Vehicles, whether caused by accident or otherwise, excepting only normal wear and tear and damage caused solely by defects in the Vehicles' design, materials or workmanship; provided, however, the foregoing provisions of this Paragraph 12 shall not apply to damage incurred during any period when such Vehicle is in the possession or under the control of Ford pursuant to the terms and conditions of this Agreement. In the event of damage to any Vehicle, Recipient shall notify Ford to that effect and follow such instructions as Ford may provide with respect to repair or other disposition of such Vehicle. If any Vehicle is lost, stolen, destroyed or declared a total constructive loss (subject to Ford's agreement to such condition), Recipient shall promptly notify Ford thereof and hold any wreckage for disposition by Ford. With respect to any lost, stolen or destroyed Vehicle, Recipient shall pay Ford \$125,000, except to the extent that such loss is covered by a third party Vehicle borrower's insurance inuring to the benefit of Ford. Nothing herein shall limit Ford's right to recover for damage to or loss of the Vehicles under a third party Vehicle borrower's insurance inuring to the benefit of Ford.

13. Procedures on Accidents.

An oral report of any accident, theft or conversion of any Vehicle should be made as soon as possible by Recipient to Ford. Within twenty-four (24) hours of an accident, theft or conversion of any Vehicle, Recipient shall file a written report to that effect with Ford and the insurer of such Vehicle. Recipient shall promptly notify and furnish Ford with every demand, notice, summons, process and pleading received in every suit, action or claim arising with respect to the condition, use or operation of the Vehicles, and cooperate with Ford and any insurer in defending the same. Ford reserves the right, upon reasonable prior notice to Recipient and during normal business hours, to examine any such Vehicle.

14. Termination; Survival.

(a) Either party may terminate this Agreement at any time for any reason whatsoever (even no reason) by giving fourteen (14) days prior written notice to the other party and, upon such termination, Recipient shall return the Vehicle(s) to Ford as soon as reasonably practicable to the nearest service center designated by Ford, or any other place as the parties may agree in writing. The party that elects to terminate the Agreement shall bear the transportation costs associated with returning the Vehicle(s) to nearest service center.

(b) Ford may also terminate this Agreement effective immediately upon written notice to Recipient in the event any of the following occurs (i) Recipient fails to provide or maintain any insurance required hereunder, (ii) the filing of any petition by or against Recipient under any bankruptcy, reorganization or receivership law, (iii) Recipient makes or suffers any voluntary or involuntary assignments, or attachment, lien or levy is made of, or attached to, the Vehicles, or (iv) Recipient otherwise fails to adhere to the terms and conditions of this Agreement.

(c) Payments made by Recipient hereunder are deemed fully earned by Ford when received; provided, however, in the event Ford does not deliver all Vehicles to Recipient, and there is no termination by Ford for cause pursuant to Subparagraph 14(b) or a termination by Recipient without cause pursuant to Subparagraph 14(a), Ford shall refund to Recipient the Advance Payment under Subparagraph 2(d)(i) of this Agreement for each Vehicle not delivered to Recipient. Ford shall incur no other liability under this Agreement with respect to any such termination of this Agreement, an evaluation of a Vehicle, or any failure to deliver Vehicles.

(d) If Ford terminates the evaluation of any individual Vehicle, the evaluation of the remaining Vehicles shall continue in effect under the terms of this Agreement.

(e) The rights and obligations contained in Subparagraphs 3(b), 6(a), 7(d), 8(b)&(c) and 14(c), and Paragraphs 10, 13, 16, 18 and 23, pertaining to return of the Vehicles, tax and fees, indemnification, repairs to a Vehicle, termination refund, warranty limitation, risk of loss, intellectual property and confidentiality, consequential commercial damages, and alternate dispute resolution, respectively, shall survive termination of this Agreement.

15. Assignment.

Neither party shall assign this Agreement or delegate performance of any of its obligations hereunder without the prior written consent of the other party.

16. Intellectual Property and Confidentiality.

(a) License Grant to Ford. Recipient grants to Ford a global, fully-paid, perpetual, unrestricted, nonexclusive and royalty free license, with the right to sublicense, to practice or have practiced any invention, copyright, industrial design or other proprietary right developed as a result of this Agreement.

(b) Confidentiality and Use.

(i) Recipient shall not disclose or publish to any third party any confidential or proprietary information, provided to Recipient by Ford or created by Recipient in the development, testing or evaluation of the Vehicles, which relates to the design, manufacture, evaluation, operation or performance of the Vehicles provided hereunder ("Confidential Information").

(ii) Recipient shall exercise reasonable care to maintain the confidentiality of all Confidential Information, including all data collected regarding, directly or indirectly, the Vehicles, for a period of five (5) years after the expiration or termination of this Agreement. The reasonable care to be undertaken by Recipient shall be at least that degree of care which Recipient normally uses to prevent the disclosure or publication of its own confidential or proprietary materials of a like nature, but shall in any event be a reasonable standard of care. Any proposed publications related to this vehicle program shall be submitted to Ford for its prior written approval.

(iii) During the term of this Agreement and thereafter, Recipient shall not use the Confidential Information other than in the course of its evaluations hereunder. Recipient shall return all such Confidential Information, or at Ford's request, destroy all Confidential Information within a reasonable period of time after termination or expiration of this Agreement. Confidential Information shall remain the property of Ford at all times.

(iv) Recipient shall be relieved of the confidentiality obligation and use restriction of the above with respect to any Confidential Information which:

- (aa) at the time of disclosure is, or thereafter becomes, part of the public domain or available to the public through no fault of Recipient, or
- (bb) Recipient can show by written records was in its possession prior to receipt thereof from Ford, or
- (cc) is received by Recipient from a third party which has no obligation of secrecy with respect thereto to Ford, or
- (dd) Recipient can show by written records has been independently developed by Recipient without benefit of the Confidential Information, or
- (ee) is required to be disclosed by law or court order or other governmental action, but only to the extent so ordered or compelled by law, and provided that Recipient shall notify Ford so that Ford may attempt to obtain a protective order, or
- (ff) is disclosed by Recipient with Ford's prior written approval.

Disclosures which have been made or which may be made under this Agreement, which are specific, shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in the prior possession of the receiving party.

(v) The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract is deemed to be public records.

(vi) Recipient acquires no intellectual property rights under this Agreement, except the limited right to make copies of Confidential Information as necessary for use in accordance with the terms and conditions of this Agreement. No license under any existing or future trademark of either party, by implication or otherwise, is granted to the other party under this Agreement. The parties agree that in the event of a breach of these confidentiality and limited use provisions by Recipient, Ford will suffer irreparable damages which cannot be fully remedied by monetary damages, and is entitled to seek injunctive relief against any such breach in any court of competent jurisdiction.

17. Force Majeure.

Neither party shall be liable for any failure in performing any provision hereof only to the extent that such failure is due to any cause beyond its control such as labor difficulty or strike, lack of availability of transportation services, flood, fire, lightning, unusually severe weather, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake or material availability, provided that each party promptly notifies the other in writing of the nature, cause, date of commencement and expected impact of the event and has exercised due diligence in proceeding to meet its obligations hereunder.

18. No Consequential Commercial Damages.

In no event shall either party be liable to the other for any consequential commercial damages, including loss of anticipated profits, inconvenience due to early termination or any theft, damage, loss, delay or failure of delivery or defect or failure of any Vehicle resulting from a party's performance or nonperformance of its obligations hereunder.

19. Entire Agreement; Amendment.

This Agreement, including the Exhibits attached hereto and made a part hereof, constitutes the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior agreements, commitments, representations and discussions between the parties pertaining to the subject matter of this Agreement. This Agreement may be amended, modified or supplemented only by a writing duly executed by Ford and Recipient.

20. Nonwaiver.

Failure by either party to enforce any term, provision or condition hereof, or to exercise any of its rights hereunder, shall not be construed as thereafter waiving such terms, provisions, conditions or rights and the same shall continue and remain in effect as if no such failure to enforce had occurred. No waiver shall be valid unless specifically stated in writing to the respective representative of the party. In no event shall any course of dealing, custom or usage of trade modify, alter or supplement any of the terms or provisions contained herein.

21. Notices.

All notices pertaining to this Agreement shall be in writing and shall either be personally delivered, given by facsimile transmission (and confirmed by mail), or sent by registered or certified mail (airmail if mailed to or from a location outside the U.S.) postage prepaid, return receipt requested, to the representative of Ford or Recipient, as appropriate, at their respective addresses appearing as follows:

To Ford: Ford Motor Company
Attn.: John Lapetz
Manager, H2ICE Shuttle Bus Program
2101 Village Road.
Dearborn, Michigan 48124

With copy to: Ford Motor Company
Attn: Secretary
One American Road
Dearborn, Michigan 48121

And to Ford Motor Company
Attn: Melissa Hendra
Manager, Government Business Administration

330 Town Center Drive – Suite 800
Dearborn, Michigan 48126

To Recipient: Purchasing and Contracts Manager
Purchasing and Contracts Division
City Hall/First Floor
400 Stewart Ave.
Las Vegas, Nevada 89101

Notices given hereunder shall be deemed given on the date upon which notices were personally delivered or, if mailed, five (5) days after mailing.

22. Governing Law; Venue.

(a) This Agreement shall be construed and interpreted under the laws applicable in the State of Michigan, without regard to the choice of law provisions thereof. Each party irrevocably attorns to the non-exclusive jurisdiction of the courts of the State of Michigan.

(b) In the event that the Alternative Dispute Resolution procedures set forth in Section 23 are inapplicable or ineffective in resolving a dispute between the parties, any claims arising out of or ancillary to this Agreement shall proceed in an appropriate court in the Counties of Macomb, Monroe, Oakland, Washtenaw, or Wayne, Michigan or in the United States District Court for the Eastern District of Michigan. Recipient hereby consents to the jurisdiction of such courts and hereby waives any jurisdictional or venue defenses that may otherwise be available to it.

23. Alternate Dispute Resolution.

(a) If a dispute arises between the parties relating to this Agreement, the following procedure shall be implemented before any party pursues other available remedies, except that each party may seek injunctive relief from a court where appropriate in order to maintain the status quo while this procedure is being followed.

(b) The parties shall hold a meeting promptly, attended by persons with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the parties hereunder or be deemed a waiver by a party hereto of any remedies to which such party would otherwise be entitled hereunder, and further provided that all such statements made at such meeting shall be strictly off the record and shall not be admissible in any court or arbitration proceeding. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the

dispute to mediation in accordance with the then current rules of the CPR Institute for Dispute Resolution and to bear equally the costs of the mediation. Said cost shall be deemed to include the reasonable travel and living costs for two individuals from each party to participate in the dispute resolution process.

(c) The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the CPR Institute for Dispute Resolution if they have been unable to agree upon such appointment within twenty (20) days from the conclusion of the negotiation period.

(d) The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days. If the parties are not successful in resolving the dispute through the mediation, then the parties agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

(e) Mediation or arbitration shall take place in Dearborn, Michigan unless otherwise agreed by the parties. The substantive and procedural law of the State of Michigan shall apply to the proceedings. Equitable remedies shall be available in any arbitration. Punitive damages shall not be awarded. This section is subject to the Federal Arbitration Act, 9. U.S.C.A. §1 et seq.

24. Audit of Records

(a) Ford agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three (3) years after completion of this Agreement and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event Ford goes out of existence, Ford shall turn over to the Recipient all of its records relating to this Agreement to be retained by the Recipient for the required period of time.

(b) Ford agrees to permit the Recipient or the Recipient's designated representative(s) to inspect and audit its records and books relative to this Agreement at any time during normal business hours and given 48 hours notice and under reasonable circumstances and to copy and/or transcribe any Recipient Agreement related information that the Recipient desires concerning Company's operation hereunder. Ford further understands and agrees that said inspection and audit would be exercised upon written notice. If Ford or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, Company agrees to deliver the records and books or have the records and books delivered to the Recipient or the Recipient's designated representative(s) at an address within the Recipient of Las Vegas as designated by the Recipient. If the Recipient or the Recipient's designated representative(s) find that the records and books delivered by Ford are incomplete, Ford agrees to allow the Recipient

or the Recipient's designated representatives inspect, audit, retrieve, copy and/or transcribe the complete records and books at Ford's offices, but Ford will not incur related travel expenses. Ford further agrees to permit the Recipient or the Recipient's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the Recipient.

(c) The audit right conveyed under this Paragraph to the Recipient shall extend to the Department of Energy, the Comptroller General of the United States, or any of their duly authorized representatives.

25. Additional Government Requirements

Ford shall carry out its activities in compliance with all applicable Federal, State, and Local codes, regulations, statutes, ordinances and laws.

(a) Ford shall comply with Executive Order (E.O.) 11246 "Equal Employment Opportunity," as amended by E.O. 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(b) Ford shall maintain current certifications as codified by 10 CFR Part 601 "New Restrictions on Lobbying" and 10 CFR Part 1036 "Government Debarment and Suspension (Nonprocurement) and Government Requirements for Drug-Free Workplace (Grants)". These regulations restrict subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(c) Freedom of Information Act. The Company recognizes that any documents it submits to the City or the Government under this Contract are subject to public disclosure under the Freedom of Information Act ("Act"), as amended, and the U.S. Department of Energy (DOE) Implementing Regulations (10 CFR 1004). The Act requires public access to information in DOE's possession, unless that information is protected under an exemption to the Act and does not require the Company to permit public access to their records. An exemption to the Act protects confidential or proprietary, commercial information, personnel information, financial information and trade secrets submitted by the Company provided that such information has not previously been made to the public. Prior to responding to a request for the Company's information in the possession of DOE, DOE will obtain the Company's opinions on whether the information should be exempted.

(d) Intellectual Property Provisions. The following regulations are hereby incorporated and form part of this Contract as an Attachment_____.

- | | |
|--------------------------------|--|
| (i) 10 CFR 600.325 Appendix A | Rights in Data – |
| | Programs Covered Under Special Data (OCT 2003) |
| (ii) 10 CFR 600.325 Appendix A | Patent Rights (Large |
| | Business Firms – No Waiver) * |
| (iii) FAR 52.227-23 | Rights to Proposal Data (Technical) JUN 1987) |

Note – In reading these provisions, any reference to “contractor” shall mean “recipient” and any reference to “contract” or “subcontract” shall mean “award” or “subaward”.

* If a waiver of patent rights is granted, than provisions approved by the DOE patent counsel, in accordance with 10 CRF 784, will be substituted for this Patent Rights provision.

(e) National Environmental Policy Act (NEPA) Requirements. Ford is restricted from taking any action using Federal funds, which would have an adverse affect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project.

(f) Ford shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

(g) Lobbying Restrictions. By accepting funds through this Agreement, Ford agrees that none of the funds shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(h) Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress. It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement be American-made.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date first above written.

FORD MOTOR COMPANY

Approved to Form:

By: _____

Name: _____

Attest:

Title: _____

BARBARA JO RONEMUS, City Clerk

RECIPIENT

By: _____

Name: KATHLEEN C. RAINEY

Title: Purchasing and Contracts Manager
City of Las Vegas

EXHIBIT 1**Vehicle Identification**

The following information provides identification of the Ford H2ICE Vehicles provided to the Authority:

Unit No.	Vehicle Identification No.	State License No.	Mileage @ Delivery	Date In Service	Date out of Service
1					
2					

Initials ____/____
Date ____/____

EXHIBIT 2

VEHICLE USAGE PLAN

Summary: the two (2) shuttle buses will be utilized in the City's Downtown corridor primarily serving the senior community and patrons/ tourists to the Outlet Mall. This affords very high visibility to a diverse constituency. It is anticipated that the buses will be utilized between 3-5 days per week depending upon passenger demand. It is also envisioned, that these buses will be used in parades and special Mayor/Council and City manager events such as Grand Openings for new buildings and parks.

Service Contact Information:

Ford Motor Company:
Mathew Fast
Research and Innovation Center
MD 3619, Room 3619
2101 Village Road
Dearborn, MI 48124
Telephone - 313-248-9454, Fax - 313-248-9454
e-mail: mfast@ford.com

Las Vegas :
Dan Hyde, Fleet & Transportation Services Manager –
2950 Ronemus Dr.
Las Vegas, NV 89128
Voice (702) 229-6971
Cell (702) 378-2792
Fax (702) 464-5735

Initials ____/____
Date ____/____

EXHIBIT 3

SPECIAL TOOLS LIST
This list is being developed.

Items	Unit Cost (\$US) estimate	Qty	Total Cost	Items	Unit Cost	Qty	Total Cost
Fuel							
Leak Detector							
a. 3000is	\$4,500						
b. TIF	\$300						
Calcheck	\$2,000						
Fuel Diagnostic Tool	\$4,000						
Stack kit & instructions	\$2600						
Purge manifold assembly	\$2600						
Telematics							
a. Display Device (IDS)	\$700						
b. Flash Drive 1 Gigabyte	\$100						
c. Connectors & Adapters	\$200						
TOTAL (estimate)	\$17,000						

EXHIBIT 4**TRAINING OF PERSONNEL**

Personnel	Drivers Training	Fueling Training	Fleet Mgr. Training	Maintenance Training	Technician Training
	2 Hr "instructor led" classroom training with vehicle review & short parking lot drive	1 Hr "instructor led" training at the fueling station	Includes "Drivers" & "Fueling" training plus (2) Hr. vehicle maint. Req'ts.	Includes "Drivers" & "Fueling" training plus (1) day vehicle maintenance procedures	2-3 Day "instructor led" training held at various FCSD Training Centers.
Vehicle Drivers	X	Optional			
Fleet Operations Personnel	X	X	X	Optional	
Fleet Maintenance Personnel	X	X	X	X	
Vehicle Repair Technicians					X

EXHIBIT 5**H2ICE DATA GATHERING AND REPORTING SUMMARY**

In order to monitor real-world performance and efficiently service the Recipient's H2ICE fleet, Ford will acquire, summarize, and perform diagnostic analysis on data from each vehicle. All data will be treated by Ford as confidential.

Data Sources:

- Vehicle data sent by real-time telematics during vehicle operation.
- Vehicle data downloaded manually or automatically via WiFi or similar wireless connection at the Recipient's after-hours vehicle parking locations or at the vehicle service facility.
- Data recorded by Recipient and reported to Ford.

Number of Samples, Reporting Frequency:

- Vehicle telematics data will be transmitted automatically.
- Wireless retrieval of vehicle data after hours is intended to be automatic, but the Recipient may from time to time be required to perform this operation manually at Ford's request using tools supplied by Ford.
- Recipient shall keep records of scheduled and unscheduled maintenance, repairs, Ford requested modifications, Ford requested or Recipient initiated diagnostic tests, and driver comments and transmit same to Ford Motor Company on a quarterly basis.

Parameters to be Recorded:

- Vehicle telematics data will consist of variables such as vertical and horizontal vehicle position, speed, engine RPM and load, fuel level, diagnostic codes and other engineering quantities of interest to Ford.
- Wireless vehicle data retrieved after hours will consist of selected transient data records triggered by predefined events and acquired and stored during vehicle operation.
- Recipient's maintenance data shall include:
 - Log of fluids added
 - Samples of fluids and removed filter elements if requested by Ford
 - Visual inspections/pictures of specified components (e.g. oil separator, etc)
 - Engine or other control/communication module diagnostic test results
 - Driver comments on vehicle performance
 - Records of defueling or purging events (necessary to bring vehicles into non-hydrogen rated facilities or purge hydrogen from the fuel system)

Telematics Data Website:

- Ford engineers may view vehicle telematics data at any time for the purpose of monitoring, analysis or diagnostics.
- Although Ford engineers may use the website to query the vehicle for specific limited data while the vehicle is in operation, no part of the vehicle's performance is controllable from the website.

Data Accuracy and Availability:

- Although Ford will make every reasonable effort to maintain and validate the accuracy of the data acquired, events beyond Ford's control (e.g. sensor, communications or data server failure) may lead to erroneous data reports, missing data or temporarily unavailable data.

EXHIBIT 6**E450 H2ICE VEHICLE DESCRIPTION**

1. Vehicle description	E450 Cutaway Shuttle Bus
2. Configuration:	Shuttle Bus (Body manufactured By Corbeil Enterprises)
3. Wheelbase	176" WB
4. Body style	Shuttle Bus Body on E450 Chassis
5. Passenger capacity	12 passengers or 8 passengers with chair lift
6. Chair lift capacity	Yes
7. Vehicle length	301.5 "
8. Vehicle width	96"
9. Vehicle height	112.5"
10. Frontal overhang	30"
11. Rear overhang	95.5"
12. Fueling location	Left rear side
13. Power steering	Yes
14. Engine displacement	6.8L V10 Engine , Supercharged
15. Engine horsepower	225 HP
16. Engine torque	340 ft.-lbs.
17. Transmission	Automatic, 5R110W
18. Final drive ratio	4.56:1
19. GVW	14,050 lbs./ 6375 kg
20. Emission level	0.2 gm / BHP-hr NOx (target)
21. OBD compliant	Partially compliant
22. Warranty	Vehicle will remain property of the Ford Motor Company
23. Fuel system	5000 psi storage
24. Fuel capacity	30 kg of gaseous hydrogen (1)
25. Vehicle range	150 miles
26. Tank configuration	Rear of vehicle, separate from passenger area, above frame
27. Fuel tanks	Dynetek W205 Type 3, (carbon fiber wrapped, metal liner)
28. A/C	Yes
29. H2 logos/signage	Signage / Color to be determined by customer and Ford
30. Interior seating configuration	To be determined by Customer and Ford

(1) The fuel storage volume of the Ford E450 H2ICE vehicle is 30 kg (1,230 liters (water capacity)), which is indicated to appropriately equipped fill stations by an 11.1 kOhm resistor in the vehicle's fill data communication circuits. The vehicle user may experience slow and/or incomplete fills if the station is not able to recognize this.

Attachment A

---- ATTACH THE FAX FROM THE CITY OF LAS VEGAS DATED MAY 24, 2006
(Referenced in section 7(c). ----

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

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS:

ABEYANCE ITEM - 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. This item was held in abeyance at the March 7, 2007 City Council meeting.

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 Approve to Appoint Steve Wolfson

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 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 21, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS:

SOUTHERN NEVADA REGIONAL PLANNING COALITION – Councilman Lawrence
Weekly, Term Expiration 6-2007

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The Southern Nevada Regional Planning Coalition was created by Interlocal Agreement, Section 18, dated December 7, 1998 for the purpose of making recommendations to local, public service providers concerning regional planning, to develop regional planning policies, to review local plans and policies for compliance to regional policies, to require local entities to explain inconsistencies between local plans and regional policies, to examine issues with respect to federal land disposal policy, and to consider the recommendations of the Southern Nevada Strategic Planning Authority. 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 Approve to Appoint Lois Tarkanian

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)

3-6-2007

SOUTHERN NEVADA REGIONAL PLANNING COALITION
(Formerly Southern Nevada Government Efficiency Committee)

<u>MEMBERS</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1) MAYOR OSCAR GOODMAN	6-28-1999	Until replaced
2) COUNCILMAN LAWRENCE WEEKLY	6-18-2003	Until replaced
3) ALTERNATE - COUNCILMAN STEVE WOLFSON	2-16-2005	Until replaced

AUTHORITY: Interlocal Agreement, Section 18, dated December 7, 1998.

MEMBERSHIP: Two (2) elected officials appointed by the governing board of each of the Public Entities with the exception of Boulder City, which shall appoint one (1) member, for a total of nine (9) members representing the Public Entities.

TERM: Until replaced

COMPENSATION: None

PURPOSE: Advisory committee to make recommendations to local, public service providers concerning regional planning, develop regional planning policies, review local plans and policies for compliance to regional policies and require local entities to explain inconsistencies between local plans and regional policies, examine issues with respect to federal land disposal policy and consider the forthcoming recommendations of the Southern Nevada Strategic Planning Authority.

NO FINANCIAL DISCLOSURE REQUIRED.

Meetings: Full Board of nine (9) members - 4th Thursday of each month
Meets on rotating basis at each jurisdiction.

Technical Committee - 2nd Thursday of each month (City Manager Selby)
Clark County Government Center, Suite 3012
Meets on rotating basis one month at Las Vegas Valley Water District and next month at Clark County Government Center, Joshua Room.

Office: Mr. Edward James, Regional Planner
Southern Nevada Regional Planning Coalition
P.O. Box 95050
Henderson, NV 89009-5050

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

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS 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

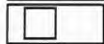
Fiscal Impact



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

Motion made by LOIS TARKANIAN to Approve

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

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

Minutes:

Second Reading and bill adopted as recommended as Ordinance No. 5895. Clerk to proceed with second publication.

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

1 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by
2 amending the Conditional Use Regulations for the use "Open Air Vending/Transient Sales Lot," as
3 found in the "Retail & Personal Services" element of Table 2, to read as follows:

4 **Conditional Use Regulations:**

- 5 1. No signage, including temporary signage, is allowed[.], except that, in the case of sales activity
6 from a vehicle or cart, the vehicle or cart may include signage which is affixed thereto.
7 2. The site must be kept free of any litter or debris at all times.
8 3. No structures shall be allowed within the public right-of-way.

9 SECTION 6: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section
10 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by
11 amending the Minimum Special Use Permit Requirements for the use "Beer/Wine/Cooler On-Sale
12 Establishment," as found in the "Retail & Personal Services" element of Table 2, to read as follows:

13 **Minimum Special Use Permit Requirements:**

- 14 [*]1. Except as otherwise provided, no beer/wine/cooler [off-sale] on-sale establishment (hereinafter
15 "establishment") shall be located within 400 feet of any church, synagogue, school, child care
16 facility licensed for more than 12 children, or City park.
17 [*]2. Except as otherwise provided in Requirement 3 below, the distances referred to in
18 Requirement 1 shall be determined with reference to the shortest distance between two
19 property lines, one being the property line of the proposed establishment which is closest to
20 the existing use to which the measurement pertains, and the other being the property line of
21 that existing use which is closest to the proposed establishment. The distance shall be
22 measured in a straight line without regard to intervening obstacles. For purposes of
23 measurement, the term "property line" refers to property lines of fee interest parcels and does
24 not include the property line of:
25 a. Any leasehold parcel; or
26 b. Any parcel which lacks access to a public street or has no area for on-site parking and
27 which has been created so as to avoid the distance limitation described in Requirement
28 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.] 1. <u>Storage shall not be permitted within required setbacks or buffer yards.</u> 2. <u>Except as otherwise provided in this Title or as specifically allowed in connection with the approval of a Special Use Permit:</u> a. <u>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> b. <u>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> 3. <u>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> 4. <u>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> 5. <u>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. through 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

18
19
20
21
22
23
24
25
26
27
28

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

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

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

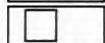
Fiscal Impact



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:

ADOPTION at 3/21/2007 City Council meeting pursuant to the 3/20/2007 Recommending Committee.

First Reading – 3/7/2007; First Publication – 3/10/2007

BACKUP DOCUMENTATION:

1. Bill No. 2007-10
2. Business Impact Statement

Motion made by LOIS TARKANIAN to Approve as First Amendment

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 21, 2007

Minutes:

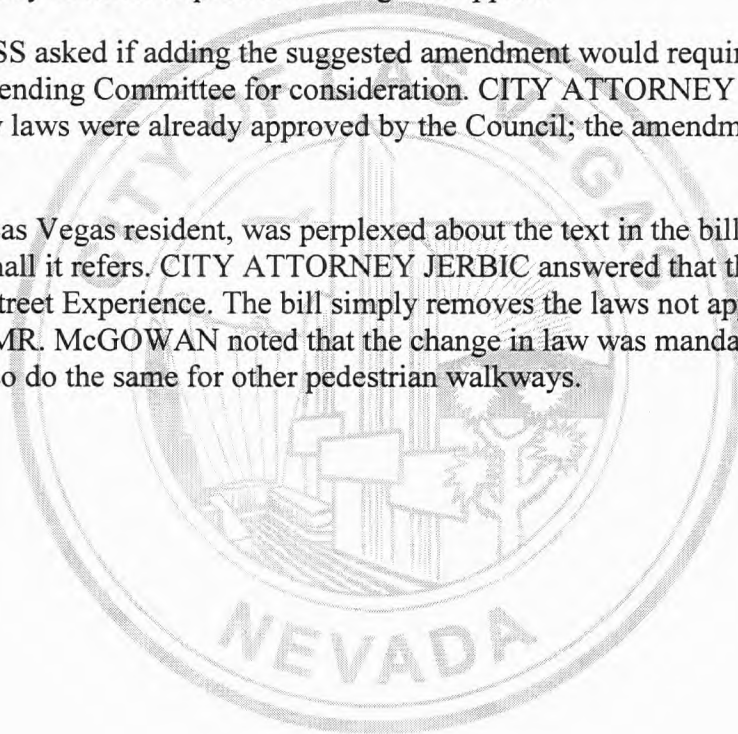
Second Reading and bill adopted as a First Amendment as Ordinance No. 5896. Clerk to proceed with second publication.

CITY ATTORNEY JERBIC suggested a first amendment to re-title Sections Three and Four and add a new Section Three, which reads as follows: and reflecting the redesignation of chapters as described in Section Two of this ordinance, the codifier is authorized and directed to change throughout the code any remaining cross references to Chapters 10.44A and 11.68A, or portions thereof, so that they correctly reflect the redesignations intended by Section Two.

COUNCILMAN WOLFSON asked if the bill only entails the renumbering of statutes, to which CITY ATTORNEY JERBIC answered that the bill discards the old laws and rennumbers the new laws. This was necessary in order to preserve the right to appeal.

COUNCILMAN ROSS asked if adding the suggested amendment would require that the bill be sent back to Recommending Committee for consideration. CITY ATTORNEY JERBIC indicated that the new laws were already approved by the Council; the amendment is solely a matter of cleanup.

TOM McGOWAN, Las Vegas resident, was perplexed about the text in the bill and questioned to which pedestrian mall it refers. CITY ATTORNEY JERBIC answered that the only pedestrian mall is the Fremont Street Experience. The bill simply removes the laws not approved by the Ninth Circuit Court. MR. McGOWAN noted that the change in law was mandatory. He suggested the City also do the same for other pedestrian walkways.



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.

...

...

...

...

...

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 _____
11 BARBARA JO RONEMUS, City Clerk

12 APPROVED AS TO FORM:

13 Val Steed 2-21-07
14 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 BARBARA JO RONEMUS, City Clerk
18
19
20
21
22
23
24
25
26
27
28

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 21, 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:

ADOPTION at 4/4/2007 City Council meeting as a First Amendment pursuant to the 3/20/2007 Recommending Committee.

First Reading – 2/21/2007; First Publication – 3/23/2007

BACKUP DOCUMENTATION:

1. Bill No. 2007-8
2. Business Impact Statement

Minutes:

Recommendation noted.

4/4/2007 Council Agenda

BILL NO. 2007-8

ORDINANCE NO. _____

AN ORDINANCE TO ELIMINATE CERTAIN INFORMATION-GATHERING AND REPORTING REQUIREMENTS FOR THE DEPARTMENT OF FIRE AND RESCUE REGARDING THE TRANSPORTATION OF HAZARDOUS MATERIALS WITHIN THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: David L. Washington, Chief,
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.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: Title 9, Chapter 36, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.36.050: The Department of Fire [Services] and Rescue is authorized [and directed] to do the following:

(A) To collect all available information with respect to the volumes, routes, locations of storage incident to transportation, risks and conditions of transport and storage of hazardous materials presenting the highest risk, by any mode of transportation; [, and to report annually to the City Council on the transportation of hazardous materials and the adequacy of the City's emergency response capabilities in cases of accidents;] and

(B) To collect information, as available, from the State on the routes and volumes of hazardous waste shipments through the City and to request that the State conduct surveys to determine the volumes, routes, compliance with Federal and State regulations, accident rates and other information on truck cargos of hazardous materials.

SECTION 2: 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,

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
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY BRIDGES, Acting City Clerk

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 21, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

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:

ADOPTION at 4/4/2007 City Council meeting pursuant to the 3/20/2007 Recommending Committee.

First Reading – 3/7/2007; First Publication – 3/23/2007

BACKUP DOCUMENTATION:

Bill No. 2007-11

Minutes:

Recommendation noted.

4/4/2007 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 21, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

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:

ADOPTION at 4/4/2007 City Council meeting pursuant to the 3/20/2007 Recommending Committee.

First Reading – 3/7/2007; First Publication – 3/23/2007

BACKUP DOCUMENTATION:

Bill No. 2007-12

Minutes:

Recommendation noted.

4/4/2007 Council Agenda

BILL NO. 2007-12

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 Z/
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 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-13 – Authorizes the issuance of a registered local improvement district bond, Series 2007, for an amount not to exceed \$623,000 for Special Improvement District No. 1493 - Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road). Proposed by: Mark R. Vincent, Director of Finance and Business Services

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount: \$623,000

Funding Source: SID Assessments in the Respective District

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

In accordance with the Nevada Consolidated Local Improvements Law (NRS Chapter 271), the City intends to issue a registered local improvement district bond in connection with the acquisition of public improvements for property that is subject to Special Improvement District 1493. The principal amount of the bond will not exceed \$623,000, and will not constitute a debt of the City.

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. 2007-13

Minutes:

First Reading - Referred - COUNCILMEMBERS TARKANIAN and ROSS

4/3/2007 Recommending Committee

4/4/2007 Council Agenda

Summary - An ordinance authorizing a local improvement bond for the City of Las Vegas, Nevada, District No. 1493 – Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road) in the aggregate principal amount of not to exceed \$623,643.30, and providing other matters related thereto.

BILL NO. 2007-13
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A REGISTERED LOCAL IMPROVEMENT DISTRICT BOND, SERIES 2007, FOR THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1493 – HUALAPAI WAY/ALEXANDER ROAD (CHEYENNE AVENUE TO CIMARRON ROAD) TO FINANCE THE CONSTRUCTION OF LOCAL IMPROVEMENTS AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Las Vegas in the State of Nevada (the “City” and “State,” respectively) is a political subdivision of the State, duly organized and operating as a city under the provisions of Nevada Revised Statutes (“NRS”) Chapter 268 and an act entitled “AN ACT incorporating the City of Las Vegas, in Clark County, Nevada, under a new charter; defining the boundaries thereof; and providing other matters properly relating thereto,” cited as Chapter 517, Statutes of Nevada 1983 (the “Charter”), and all laws amendatory thereof; and

WHEREAS, the City Council of the City (the “Council”), pursuant to an ordinance heretofore passed and adopted (the “District Ordinance”), created the City of Las Vegas, Nevada, Special Improvement District No. 1493 – Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road) (the “District”), ordered the acquisition of certain local improvements for the District (the “Project”) and determined to defray a portion of the entire cost and expense of such improvements by special assessments, according to benefits, against the benefitted lots, tracts and parcels of land in the District; and

WHEREAS, the Council has by an ordinance heretofore passed and adopted (the “Assessment Ordinance”) levied assessments against the property benefitted by the Project; and

WHEREAS, the Council and the officers of the City have determined, and do hereby determine, that it is necessary and for the best interests of the City and the inhabitants thereof that the City issue its registered local improvement bond in an aggregate principal amount not exceeding the aggregate principal amount of such assessments levied against properties in the District as remains payable in installments on the date of delivery of the bond except as otherwise provided in Nevada Revised Statutes (“NRS”) 271.360; and

WHEREAS, the Council has elected, and hereby elects, to have Chapter 348 of NRS apply to the bond issued for the District; and

WHEREAS, the bond issued for the District is to bear interest at the rate or rates per annum provided in the bond purchase proposal submitted by the initial purchaser (the "Purchaser") and accepted by the City Director of Finance and Business Services (the "Finance Director"), which rate must not exceed by more than 3% of the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time bids were received for the bond, and is to be sold at a price equal to the principal amount thereof, plus accrued interest to the date of delivery of the bond, less a discount not exceeding 9% of the principal amount thereof, all as specified by the Finance Director in a certificate dated on or before the date of delivery of the bond (the "Certificate of the Finance Director"); and

WHEREAS, the Council has previously established a Local Improvement District Special Surplus and Deficiency Fund (the "Surplus and Deficiency Fund"), in accordance with NRS 271.428.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA, DOES ORDAIN:

Section 1. This ordinance shall be known as and may be cited by the short title "District No. 1493 Bond Ordinance" (this "Ordinance").

Section 2. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers of the City (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the construction and acquisition of the Project, the performing of all prerequisites to the levying of special assessments and to fixing the assessment lien against the properties in the District, including, without limitation, the passage and adoption of the Creation Ordinance and the Assessment Ordinance, and the issuance of its local improvement bond hereby authorized in the aggregate principal amount of not to exceed \$623,643.30 (the "Bond") and the sale of the Bond to the Purchaser, is ratified, approved and confirmed, including, without limitation, the distribution of the Request for Proposals for the purchase of the Bond. Pursuant to NRS 350.165, the Finance Director is authorized to accept the bond purchase proposal for the Bond and to execute and deliver the Certificate of the Finance Director specifying the items required by this Ordinance.

Section 3. The City covenants to receive, collect and enforce the payment of all assessments made and levied for the Project, and all installments thereof, all interest thereon, and all penalties accrued, as provided by law and in the same manner and at the same time or times as prescribed by the Assessment Ordinance and this Ordinance, and to pay and disburse said payments, the installments thereof, the interest thereon, and the penalties thereto, to any person or persons lawfully entitled thereto.

Section 4. The City Treasurer of the City (the "City Treasurer") is hereby authorized, empowered and directed to receive and collect all assessments levied to pay the cost of the Project, the installments thereof, the interest thereon (at a rate to be determined), and the penalties accrued, at the time and in the manner specified in the Assessment Ordinance, and to pay and disburse such payments to the person or persons lawfully entitled to receive the same, in accordance with the ordinances and resolutions of the City heretofore or to be hereafter adopted. Except as provided in NRS 271.360 concerning assessments for which a hardship determination

has been made, all moneys received from the assessments levied in the District after the cash period provided in the Assessment Ordinance, both principal and interest, shall be placed in a separate fund to be designated the "City of Las Vegas, Nevada, District No. 1493 Bond Fund" (the "Bond Fund"), and shall be used as soon as the funds are available for the purpose of paying the principal of and the interest on the Bond, and for no other purpose whatsoever, and as security for such payment, the Bond Fund is hereby exclusively pledged except as otherwise specifically provided herein. The City Treasurer is also authorized, empowered and directed to receive and collect surplus local improvement district moneys, if any, pursuant to NRS 271.428 and to place all said surplus moneys, except as otherwise required by NRS 271.429, in the Surplus and Deficiency Fund, and to disburse therefrom said moneys for the payment of the interest on and the principal of the City's special or local improvement district bonds, including the Bond, to the extent necessary, if necessary.

Section 5. If the owner of any lot, tract or parcel of land assessed for the Project shall be delinquent as to assessments, it shall be the duty of the Council to cause the delinquent person to be notified of such delinquency, in writing, and if such delinquency is not paid, the Council may foreclose the special assessment lien against the property or properties wherein the delinquency exists in the method now or hereafter provided by law. All the net proceeds of collecting any delinquent assessment shall be deposited in the Bond Fund (or in the general fund of the City, to the extent provided in Section 9 hereof) and in any event in an amount of not less than the principal amount of said assessment and accrued interest thereon to the date of its collection.

Section 6. For the purpose of defraying all or a portion of the cost and expense of the Project (except to the extent funds are available therefor from that part of said assessments which have been heretofore paid and to the extent other funds are available therefor), there shall be issued in the name of the City, the City's fully registered (i.e. registered as to payment of both principal and interest) special assessment bond designated as the "City of Las Vegas, Nevada, District No. 1493 – Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road) Local Improvement Bond, Series 2007" in the aggregate principal amount of not to exceed \$623,643.30 (the "Bond"), which Bond shall be dated as of its date of delivery. The Bond shall be in a denomination equal to the aggregate principal amount thereof. The Bond shall be issued in fully registered form. The installments of principal on the Bond shall bear interest, calculated on a 360-day year of twelve 30-day months, at the rate or rates set forth in the Certificate of the Finance Director from its dated date until its maturity date or dates, payable on June 1 and December 1 of each year, commencing on December 1, 2007. The installments of principal on the Bond shall mature on the dates and in the amounts set forth in the Certificate of the Finance Director.

The final installment of principal of the Bond shall be payable to the registered owner thereof as shown on the registration records kept by the City Treasurer, as Registrar (the "Registrar"), upon maturity thereof and upon presentation and surrender at the office of the City Treasurer, as Paying Agent (the "Paying Agent"). If the Bond shall not be paid at maturity or upon prior redemption, they shall continue to draw interest at the interest rate borne by the Bond until the principal thereof is paid in full. Payment of installments of principal of and interest on the Bond shall be made to the registered owner thereof by check or draft mailed by the Paying Agent on each payment date (or, if such payment date is not a business day, on the next

succeeding business day), to the registered owner thereof at his address as shown on the registration records kept by the Registrar at the close of business on the day preceding such payment date. The Paying Agent may make payments on the Bond by such alternative means as may be mutually agreed to between the owner of such Bond and the Paying Agent (provided, however, that the City shall not be required to make funds available to the Paying Agent prior to the due dates of interest and principal). All such payments shall be made in lawful money of the United States of America.

All principal payments in connection with a partial optional redemption shall be noted on the prepayment panel appended to the Bond, except in the case of final maturity, in which case this Bond must be presented to the Paying Agent prior to payment. Notwithstanding the foregoing, the payment records of the Paying Agent shall be conclusive.

Section 7. Principal installments on the Bond shall be subject to prior redemption at the option of the City at any time at a price equal to the principal amount redeemed, plus accrued interest to the redemption date, in whole or in part as determined by the City from any legally available moneys, upon 10 days' notice to the registered owner of the Bond.

Notice of any prior redemption shall be given by the Registrar in the name of the City by sending a copy of such notice by first-class, postage prepaid mail, at least 10 days prior to the redemption date to the registered owner of the Bond at his or her address as it last appears on the registration records kept by the Registrar.

Such notice shall specify the installment or installments of principal of the Bond so to be redeemed (if less than all are to be redeemed) and the date fixed for redemption. Such notice shall further state that on the redemption date there will become and will be due and payable upon each installment so to be redeemed at the Paying Agent, the principal amount thereof and accrued interest thereon to the redemption date, and that from and after such date interest will cease to accrue. Notice having been given in the manner provided herein, the installments of principal of the Bond so called for redemption shall become due and payable on the redemption date so designated; and upon presentation thereof at the Paying Agent, the District will pay the installments of principal of the Bond so called for redemption.

A certificate by the Registrar that a notice of redemption has been given as herein set forth shall be conclusive and receipt by the bondowner of a notice of redemption shall not be a condition precedent to the redemption of that Bond.

Section 8. The person in whose name the Bond shall be registered on the registration books kept by the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes and payment of principal of and interest on the Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative (except as provided above for the payment of interest to the registered owner as of the Regular or a Special Record Date). All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 9. The Bond and the interest thereon shall be payable from the Bond Fund, containing the receipts upon the collection thereof from the assessments levied against and secured by a lien upon the lots, tracts and parcels of land in the District. Whenever there is a deficiency in the Bond Fund, the deficiency must first be paid out of the Surplus and Deficiency Fund (to the extent any money is available therein) before any payment is made out of the general fund of the City (the "General Fund"). In the event the Bond Fund shall be insufficient to pay the Bond and interest thereon as they become due, and the amounts, if any, in the Surplus and Deficiency Fund are not sufficient for that purpose, the deficiency shall be paid out of the General Fund. In the event deficiencies are paid out of the General Fund, all net proceeds of collecting the delinquent assessments with respect to which such payments from the General Fund were required to be made shall be returned and deposited in the General Fund when the Bond, both principal and interest, have been fully paid and discharged. If the General Fund shall be insufficient to pay any such deficiency promptly, the Council shall levy, and it shall be its duty to levy, general (ad valorem) taxes upon all property in the City which is by law taxable for State, City and municipal purposes, without regard to any statutory tax limitation existing on or after May 14, 1965, and without limitation as to rate or amount, fully sufficient, after making due allowance for probable delinquencies, to provide for the prompt payment of such Bond as they become due, both principal and interest, but subject to the limitations set forth in NRS Chapter 361 and Section 2 of Article 10 of the Constitution of the State. The Bond and the interest thereon are payable solely from the assessments, any moneys in the Surplus and Deficiency Fund, the General Fund, and general tax proceeds pledged to the payment thereof.

Section 10. Pursuant to NRS 271.515, the Mayor, the City Clerk and City Treasurer shall each file with the Secretary of State his or her manual signature certified under oath. Thereafter, the Bond shall be signed and executed in the name of the City with the engraved, imprinted, stamped or otherwise reproduced manual or facsimile of the signature of the Mayor and the City Treasurer, shall be attested with the manual or facsimile signature of the City Clerk, and shall be authenticated by the manual signature of an authorized officer of the Registrar as hereafter provided. A printed, engraved, stamped or otherwise placed authentic or facsimile of the seal of the City shall be affixed thereto. The Bond bearing the signatures of the officers in office at the time of the signing thereof, shall be the valid and binding obligation of the City (subject to the requirement of authentication by the Registrar as hereinafter provided), notwithstanding that before the delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. Any officer herein authorized or permitted to sign the Bond at the time of its execution and of the execution of a signature certificate, may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon the bond. The Bond shall not be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar, and such certificate of authentication of the Registrar upon the Bond shall be the only competent evidence that such Bond has been duly issued and delivered. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by a duly authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on the Bond issued hereunder. If the Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence or information relating thereto, appropriate indemnification, and such reimbursement for expenses as it may reasonably require, register and deliver to the registered owner thereof a replacement for such

Bond bearing a number not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar may direct the Paying Agent to pay such bond in lieu of replacement.

Section 11. Books or records for the registration and transfer of the Bond shall be kept by the Registrar for the Bond. The Bond shall be fully transferable by the registered owner thereof in person or by his duly authorized attorney on the registration records kept at the office of the Registrar, or such other office as may be designated by the Registrar, upon presentation of the Bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon the surrender for transfer of the Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment (in form satisfactory to the Registrar) duly executed by the registered owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond, bearing a number or numbers not contemporaneously outstanding. The Registrar may require the owner or transferee to pay any tax or other governmental charge required to be paid with respect to such transfer, and may charge a sum sufficient to pay the cost of preparing and authenticating a new Bond. No such charges shall be levied in the case of an exchange resulting from an optional redemption. The Registrar shall not be required to transfer or exchange (i) the Bond during a period beginning at the opening of business 15 days before the date of mailing by the Registrar of a notice of prior redemption of the Bond and ending at the close of business on the date of such mailing, or (ii) the Bond after the mailing of notice calling such bond, or any portion thereof, for redemption as herein provided. Whenever the Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for replacement as provided herein, the Bond shall be promptly canceled and destroyed by the Paying Agent or Registrar, and a certificate of such destruction shall be prepared by the Paying Agent or Registrar upon request of the City.

Section 12. Subject to the registration provisions hereof, the Bond shall be fully negotiable and shall have all the qualities of negotiable paper, and the owner thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code - Investment Securities.

Section 13. Pursuant to NRS 271.505, the Bond shall contain a recital that it is issued pursuant to Chapter 271 of NRS (the "Consolidated Local Improvements Law"), which recital shall conclusively impart full compliance with all of the provisions of the Consolidated Local Improvements Law, and the Bond issued containing such recital shall be incontestable for any cause whatsoever after its delivery for value.

Section 14. Subject to the provisions of this Ordinance, the Bond and certificates thereon shall be in substantially the following form, with such omissions, insertions, endorsements, and variations as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

**TRANSFER OF THIS BOND OTHER
THAN BY REGISTRATION IS NOT EFFECTIVE**

UNITED STATES OF AMERICA

STATE OF NEVADA

COUNTY OF CLARK

NO. R-__

\$__

**CITY OF LAS VEGAS, NEVADA
DISTRICT NO. 1493 – HUALAPAI WAY/ALEXANDER ROAD
(CHEYENNE AVENUE TO CIMARRON ROAD)
LOCAL IMPROVEMENT BOND
SERIES 2007**

Interest Rate

__% per annum

Dated as of

Date of Delivery

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

The City of Las Vegas (the "City"), in the State of Nevada (the "State"), for value received hereby promises, out of funds available for the purpose as hereinafter set forth, to pay to the registered owner hereof specified above or registered assigns the principal amount specified above on the maturity date specified above with interest hereon from the date of this Bond, or from the most recent interest payment date to which interest has been paid, until maturity at the percentage rate per annum specified above. This Bond shall bear interest on the principal amount hereof from its dated date at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable semiannually on each June 1, and December 1, commencing December 1, 2007. The principal of this Bond shall be payable on December 1 of each year in the following amounts:

[Insert Maturity Schedule]

The final payment of principal of and interest on this Bond is payable upon presentation and surrender hereof at the office of the City's paying agent for the Bond (the "Paying Agent"), presently the City Treasurer, who is also now acting as the City's Registrar for the Bond (the "Registrar") or such other office as designated by the Paying Agent. Installments of principal and interest on this Bond prior to the final payment will be made by check mailed by the Paying Agent on each payment date (or, if such date is not a business day, on the next succeeding business day) to the person in whose name this Bond is registered (the "registered owner") in the registration records of the City maintained by the Registrar, at the address appearing thereon as of the close of business on the day next preceding such payment date. Alternative means of payment of interest may be used if mutually agreed to by the registered

owner and the Paying Agent, as provided in the "District No. 1493 Bond Ordinance," adopted and approved by the City Council of the City on April 4, 2007 authorizing the issuance of this Bond (the "Ordinance"). All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or the Registrar.

This Bond is subject to prior redemption at any time at a price equal to the principal amount redeemed, plus accrued interest to the redemption date, in whole or in part as determined by the City from any legally available moneys, upon 10 days' notice to the registered owner of the Bond

This Bond is one of a series of special assessment bonds, issued by the City, all of which are of like date and designation and in the total amount of _____ Dollars (\$_____).

Pursuant to the Ordinance, reference to which is made for further details, the payment of the principal of and the interest on this Bond shall be made from, and as security for such payment there is pledged, a special fund designated "City of Las Vegas, Nevada, District No. 1493 Bond Fund," sometimes designated the "Bond Fund," containing the receipts upon the collection thereof from the assessments, as defined in the Bond Ordinance, levied against and secured by a lien upon the property specially benefitted by improvements in the City of Las Vegas, Nevada, Special Improvement District No. 1493 – Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road) (the "District"), and remaining unpaid on the date of delivery of the Bond. The Bond Fund is and shall continue to constitute a sinking fund for and be deemed specially appropriated to the full and prompt payment of the Bond and the interest thereon, and shall be used for no other purpose whatsoever. In the event the Bond Fund shall be insufficient to pay the Bond and the interest thereon as they become due, and the moneys, if any, in the City's special Surplus and Deficiency Fund are not sufficient for that purpose, the deficiency shall be paid out of the City's general fund. If the City's general fund shall be insufficient to pay any such deficiency promptly, the City Council of the City shall levy, and it shall be its duty to levy, general (ad valorem) taxes upon all property in the City which is by law taxable for State, county and municipal purposes, without regard to any statutory tax limitation existing on or after May 14, 1965, and without limitation as to rate or amount, fully sufficient, after making due allowance for probable delinquencies, to provide for the prompt payment of such Bond as it becomes due, both principal and interest, but subject to the limitations set forth in Nevada Revised Statutes ("NRS") Chapter 361, Section 2 of Article 10 of the Constitution of the State. The Bond and the interest thereon are payable solely from the assessments, the moneys, if any, in the City's Surplus and Deficiency Fund, the general fund, and general tax proceeds pledged to the payment thereof.

The assessments made and levied to defray said cost, with accruing interest thereon, constitute a lien upon and against the property upon which such assessments were made and levied from and after the effective date of the ordinance levying assessments for the District.

It is hereby certified, recited and declared that all acts, conditions and things essential to the validity of this bond exist, have happened and have been done in due time, form and manner as required by law; that the total issue of said special assessment bonds of the City for said improvements and incidental expenses, including this Bond, does not exceed the amount

authorized by law nor the total unpaid special assessments levied to cover the cost of said improvements; that this Bond is issued under the authority of the Consolidated Local Improvements Law, Chapter 271, NRS and that this Bond is incontestable for any cause whatsoever.

It is hereby further certified, recited and declared that the proceedings, with reference to making such improvements, levying the assessments to pay therefor, and issuing the Bond, have been regularly had and taken, in compliance with law, and that all prerequisites to the fixing of the assessment lien against the property benefitted by the improvements and of the liability of the owner or owners of such property therefor have been performed.

This Bond is fully registered (i.e., registered as to payment of both principal and interest), and is issuable in a denomination equal to the aggregate principal amount thereof.

Except for the fifteen-day period preceding any date on which all of a portion of this Bond is being selected for call for prior redemption and except for any portion of this Bond so called for redemption, this Bond is fully transferable by the registered owner hereof in person or by his duly authorized attorney on the registration books kept by the Registrar upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Registrar, and upon the payment of all fees and charges required by such Registrar. Upon such transfer a new fully registered Bond of the same aggregate principal amount will be issued to the transferee in exchange for this Bond, subject to such terms and conditions as set forth in the Ordinance. The City and the Registrar and Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of making payment and for all other purposes.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication herein.

IN WITNESS WHEREOF, City of Las Vegas, Nevada, has caused this Bond to be signed and executed in the name of and on behalf of the City with the [manual/facsimile] signature of the Mayor of the City Council, to be countersigned with the [manual/facsimile] signature of the City Treasurer, and to be countersigned, subscribed, executed and attested with the [manual/facsimile] signature of the City Clerk, has caused the [authentic/facsimile] of the corporate seal of the City to be affixed hereon, and has caused this bond to be dated as of the date specified above.

(For [Manual/Facsimile] Signature)
Mayor

Countersigned:

(For [Manual/Facsimile] Signature)
City Treasurer

(AUTHENTIC OR FACSIMILE SEAL)

Attested and Countersigned:

(For [Manual/Facsimile] Signature)
City Clerk

PROVISION FOR REGISTRATION AS TO PRINCIPAL AND INTEREST

This Bond must be registered as to both principal and interest on the registration records of the City, kept by the City Treasurer, as Registrar. After registration as to principal and interest, the Registrar shall note such registration on such registration records and in the registration blank below, and the principal and interest on this Bond shall be paid to such registered owner. This Bond may be transferred by the registered owner or his or her legal representative only upon a duly executed assignment in form satisfactory to the Registrar, such transfer to be made on said registration records and endorsed hereon.

Every privilege, registration and transfer shall be exercised only in accordance with the authorizing ordinance and such reasonable rules and regulations as the Registrar may prescribe.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Registrar</u>
_____, 2007	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this bond have been prepaid in accordance with the terms of the ordinance authorizing the issuance of this bond.

Date of
Prepayment

Principal
Prepaid

Signature of Authorized
Representative of Owner

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____ attorney in fact, to transfer the within bond on the books of the Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

Signature Must Be Guaranteed By A Member
Firm Of The National Association Of Securities
Dealers Or By A Commercial Bank or Trust
Company

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Name of Transferee: _____

Address of Transferee: _____

Taxpayer Identification or
Social Security Number(s) _____

Transfer fees must be paid to the Registrar in order to transfer or exchange this Bond as provided in the Bond Ordinance.

(End of Form of Assignment)

Section 15. When the Bond has been duly executed and authenticated, it will be delivered to the Purchaser on receipt of the agreed purchase price. The proceeds realized from the sale of the Bond (net of any discount), including any investment income therefrom, shall be applied solely to defray the cost and expense of making said improvements and issuing the Bond; provided, however, that after said cost and expenses are paid (excepting any portion to be paid with other than special assessment proceeds), any funds remaining from the sale of the Bond shall be deposited in the Bond Fund and used for the purposes therefor specified in Section 4 of this Ordinance. The Purchaser, however, shall in no manner be responsible for the application by the City, or any of its officers, agents or employees, of any of the funds derived from the sale thereof or of any other funds herein designated.

Section 16. So long as any of the Bond remains outstanding, the City will keep or cause to be kept true and accurate books of records and accounts showing full and true entries covering the collection and disposition of special assessments levied for the Project, as well as any delinquencies in the collection thereof, covering deposits in and disbursements from the Bond Fund, covering deposits in and disbursements from the Surplus and Deficiency Fund, covering the redemption of the Bond (both principal and interest), and covering disbursements to defray the costs of the Project, including incidental expenses; and the City will permit an inspection and examination of all books and accounts at all reasonable times by any representative of any of the original purchaser of the Bond.

Section 17. The Finance Director is authorized to execute the proposal to purchase the Bond submitted by the Purchaser in accordance with the provisions of this Ordinance. Pursuant to NRS 350.810 and MSRB Rule G-23, the Council hereby consents to receiving a bid on the Bond from Zions Bank (and its affiliates), and this consent shall constitute a written agreement required by NRS 350.810.

Section 18. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing:

(a) the printing of the Bond, including, without limitation, the printing of such additional blank Bonds as shall be required by the Registrar; and

(b) the execution of such certificates as may be reasonably required by the Purchaser, relating, inter alia, to the signing and registration of the Bond, the tenure and identity of the officials of the Council and the City, the delivery of the Bond, the designation of the Paying Agent and the Registrar, the receipt of the purchase price for the Bond, the exemption of interest on the Bond from federal and state income taxation, and if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity thereof. It shall be the duty of the proper officers of the City to hereafter take all action necessary for the City to comply with the provisions of Chapter 271, NRS, as hereafter amended and supplemented from time to time;

(c) the execution by the Finance Director of the purchase proposal between the Purchaser and the City; and

(d) the completion and execution by the Finance Director of the Certificate of the Finance Director in accordance with the provisions of this Ordinance.

Section 19. Any registered owner of the Bond may, either at law or in equity, by suit, action, mandamus or other appropriate proceeding in any court of competent jurisdiction, protect the liens created by this Ordinance on the proceeds of assessments levied for the Project, and may by suit, action, mandamus or other appropriate proceeding enforce and compel the performance of any duty imposed upon the City by the provisions of this Ordinance, or any ordinance heretofore adopted concerning the District, including without limiting the generality of the foregoing, the segregation of special assessments, the proper application thereof, and the appointment of a receiver. The failure of any Bondowner to proceed shall not relieve the City or any of its officers, agents or employees of any liability for failure to perform any such duty.

Section 20. The City covenants for the benefit of the registered owner or owners of the Bond that it will not take any action or omit to take any action with respect to the Bond, the proceeds thereof, any other funds of the City or any facilities financed with the proceeds of the Bond if such action or omission (i) would cause the interest on the Bond to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Bond (the "Tax Code"), or (ii) would cause interest on the Bond to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bond until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met.

Section 21. When all of the principal of and interest on the Bond have been duly paid, the pledge, the lien, and all obligations hereunder shall thereby be discharged as to the Bond and the Bond shall no longer be deemed to be outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal of and interest on which are unconditionally guaranteed by the United States ("Federal Securities") in which such amount may be initially invested wholly or in part) to meet all principal of and the interest on the Bond, as the same become due. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the schedule. For the purpose of this section "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof.

Section 22. 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, and this Ordinance shall be irrevocable until the Bond and the interest thereon shall be fully paid, satisfied and discharged, as herein provided.

Section 23. This Ordinance may be amended (except for the provisions of Section 13 hereof) or supplemented by an ordinance or ordinances adopted by the Council, without the receipt by the City of any additional consideration, with the written consent of the owners of sixty percent (60%) of the principal amount of the Bond outstanding at the time of the adoption of such amendatory or supplemental ordinance, provided, however, that no such ordinance shall have the effect of permitting:

- a. an extension of the maturity of the Bond; or
- b. a reduction in the principal amount of the Bond or the rate of interest thereon; or
- c. the creation of a lien upon or a pledge of property, revenues or funds, ranking prior to the liens or pledges created by this Ordinance; or
- d. a reduction of the principal amount of Bond required for consent to such amendatory or supplemental ordinance.

Section 24. Pursuant to NRS 271.520, the Bond, its transfer, and the income therefrom, shall forever be and remain free and exempt from taxation by the State and any subdivision thereof, except for the tax on estates imposed by Chapter 375A of NRS, or the tax on generation-skipping transfers imposed pursuant to the provisions of Chapter 375B of NRS.

Section 25. The Council hereby finds and declares that the life of the Project to be acquired with the proceeds obtained from the sale of the Bond shall be not less than the period during which the Bond matures.

Section 26. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the Council shall determine to remove the Registrar or Paying Agent, the Council may, upon notice mailed to each owner of the Bond at his address last shown on the registration books, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder. Any corporation, association, or agency into which the Registrar or the Paying Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, automatically shall be and become successor registrar or paying agent hereunder and vested with all of the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 27. When first proposed, this Ordinance shall be read to the Council by title, after which an adequate number of copies of this Ordinance shall be filed with the City Clerk for public distribution. Notice of the filing shall be published once in a newspaper published and having general circulation in the City, at least 10 days before the adoption of this Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Filing of Ordinance)

BILL NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A REGISTERED LOCAL IMPROVEMENT DISTRICT BOND, SERIES 2007, FOR THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1493 – HUALAPAI WAY/ALEXANDER ROAD (CHEYENNE AVENUE TO CIMARRON ROAD) TO FINANCE THE CONSTRUCTION OF LOCAL IMPROVEMENTS AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas at her office in the City Hall, 400 Stewart Avenue, Las Vegas, Nevada, and that such Ordinance was proposed on March 21, 2007 and will be considered for adoption at the regular meeting of the City Council to be held on April 4, 2007.

/s/ Beverly K. Bridges, CMC
Acting City Clerk

(End of Form of Publication of Notice of Filing of Ordinance)

Section 28. This Ordinance shall be in effect on the day after the date of publication as hereinafter provided. After this Ordinance is adopted and signed by the Mayor and attested and sealed by the Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in a newspaper published and having a general circulation in the City, and such publication to be in substantially the following form:

(Form of Publication)

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A REGISTERED LOCAL IMPROVEMENT DISTRICT BOND, SERIES 2007, FOR THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1493 – HUALAPAI WAY/ALEXANDER ROAD (CHEYENNE AVENUE TO CIMARRON ROAD) TO FINANCE THE CONSTRUCTION OF LOCAL IMPROVEMENTS AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that the above-numbered and entitled Ordinance was proposed on March 21, 2007 and that such Ordinance was passed at a regular meeting of the City Council on April 4, 2007 by the following vote of the City Council:

Those Voting Aye:

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

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after the ____ day of April, 2007 i.e., the day after publication of such Ordinance by its 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.

DATED this April 4, 2007.

/s/ Oscar B. Goodman
Mayor

Attest:

/s/ Beverly K. Bridges, CMC
Acting City Clerk

(End of Form of Publication)

Section 29. If any section, paragraph, clause or 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 provision shall not affect any of the remaining provisions of this Ordinance.

Mayor

(SEAL)

Attest:

Acting City Clerk

The ordinance has been reviewed by the Deputy City Attorney:

Deputy City Attorney

This Ordinance shall be in full force and effect from and after the ____ day of April, 2007, i.e., the day after the publication of such Ordinance by its title only.

STATE OF NEVADA)
) ss.
CITY OF LAS VEGAS)

I, Beverly K. Bridges, CMC, the duly chosen and qualified Acting Clerk of City of Las Vegas, Nevada (the "City"), 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 "Council") on March 21, 2007 and finally adopted and approved at the meeting of the Council held on April 4, 2007.

2. The following members of the Council were present at the March 21, 2007 meeting:

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

2. The foregoing Ordinance was first proposed and read by title to the Council on March 21, 2007, and referred to a committee composed of the _____ for recommendation; thereafter said committee reported favorably on said Ordinance on April 4, 2007, which was a regular meeting of said Council; that as said regular meeting, the proposed Ordinance was again read by title to the Council and adopted. The members of the 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
	Lois Tarkanian
	Steve Wolfson
	Steven D. Ross

Those Voting Nay:	_____
Those Absent:	_____

3. 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 Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

4. All members of the Council were given due and proper notice of the meetings held on March 21, 2007 and April 4, 2007.

5. All members of the Council were given due and proper notice of each meeting. Pursuant to NRS § 241.020, written notice of the meeting including the time, place, location and agenda of the meeting was given by 9:00 a.m. at least three working days before the meeting.

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

- (i) Bulletin Board (next door to Metro Records)
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
City Clerk's Bulletin Board, 2nd Floor Skybridge
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 S. 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 to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council.

6. Copies of the notice of each such meeting as posted and mailed are attached hereto as Exhibits A and 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City this April __, 2007.

Acting City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of Meeting held March 21, 2007)

EXHIBIT B

(Attach Copy of Notice of Meeting held April 4, 2007)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Bond Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Bond Ordinance)

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

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-14 – Prohibits unruly gatherings and establishes regulations and penalties with respect thereto. Sponsored by: Councilwoman Lois Tarkanian and Councilman Gary Reese

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This bill will prohibit unruly gatherings and provide regulations and penalties with respect thereto. Such gatherings include neighborhood parties and other gatherings in residential areas that cause a disturbance of the quiet enjoyment of private or public property. Typical gatherings of this type involve the consumption of alcoholic beverages by minors and create the need for emergency response services. The bill is intended to reduce the costs of providing such services by providing for civil penalties and the recovery of costs.

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. 2007-14
2. Business Impact Statement

Minutes:

First Reading - Referred - COUNCILMEMBERS TARKANIAN and ROSS

4/3/2007 Recommending Committee

4/4/2007 Council Agenda

THE MORNING SESSION RECESSED AT 10:37 A.M.

BILL NO. 2007-14

ORDINANCE NO. _____

AN ORDINANCE TO PROHIBIT UNRULY GATHERINGS, ESTABLISH REGULATIONS WITH RESPECT THERETO, PROVIDE FOR THE IMPOSITION OF PENALTIES AND RESPONSE COSTS, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Lois Tarkanian
Councilman Gary Reese

Summary: Prohibits unruly gatherings and establishes regulations and penalties with respect thereto.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: Title 9 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 14, consisting of the provisions set forth as Sections 2 to 13, inclusive, of this Ordinance.

SECTION 2: The purpose of this Chapter is to set forth the criteria to be used by Metro and the City to enforce laws prohibiting neighborhood parties that provide service to and consumption of alcoholic beverages by adults and underage persons. In addition, this Chapter is enacted to reduce the costs of providing police, fire and other emergency response services regarding unruly gatherings by imposing a civil penalty against the social host and land owner for the recovery of costs associated with providing emergency response services.

SECTION 3: For purposes of this Chapter, the following terms have the meanings ascribed to them:

"Department" means the Department of Neighborhood Services.

"Metro" means the Las Vegas Metropolitan Police Department.

"Owner" means any owner of real property, as well as any agent of an owner acting on behalf of the owner to control or otherwise regulate the occupancy of use of the property.

"Residence or other private residential property" means a home, yard, apartment, condominium, or other dwelling unit or residential property, whether occupied on a temporary or permanent basis, whether occupied as a dwelling, party or other social function and whether owned, leased, rented or used without compensation.

"Response costs" means the costs associated with responses by law enforcement, fire or any

1 other emergency response providers to unruly gatherings, including, but not limited to:

2 (A) Salaries and benefits of law enforcement, fire or other emergency response
3 personnel for the amount of time spent responding to, remaining at, or otherwise dealing with unruly
4 gatherings;

5 (B) The cost of any medical treatment to or for any law enforcement, fire or other
6 emergency response personnel injured responding to, remaining at or leaving the scene of an unruly
7 gathering; and

8 (C) The cost of repairing any Metro or City equipment or property damaged, and
9 the cost of the use of any such equipment, in responding to, remaining at or leaving the scene of an
10 unruly gathering.

11 "Responsible person" means a person or persons with a right of possession in the residence
12 or other private residential property on which an unruly gathering is conducted, including, but not
13 limited to:

14 (A) An owner of the residence or other private residential property;

15 (B) A tenant or lessee of the residence or other private residential property;

16 (C) The landlord of another person responsible for the gathering;

17 (D) The person or persons in charge of the residence or other private residential
18 property; or

19 (E) The person or persons who organize, supervise, officiate, conduct or control
20 the gathering, or any other person or persons accepting responsibility for such a gathering.

21 "Unruly gathering" means a gathering of two or more persons on any private residential
22 property in a manner which causes a disturbance of the quiet enjoyment of private or public property
23 by any person or persons. Such disturbances include, but are not limited to, excessive noise or traffic,
24 obstruction of public streets by crowds or vehicles, drinking in public, the service of alcohol to minors
25 or consumption of alcohol by minors, fighting, littering, vandalism, assaults, batteries, disturbance of
26 the peace, or any other conduct that constitutes a threat to public health, safety or welfare. An unruly
27 gathering is unlawful and constitutes a civil infraction and may be abated by reasonable means,
28 including, but not limited to citations or arrests of violators under applicable ordinances or statutes.

1 SECTION 4: Every owner, occupant, lessee or holder of any possessory interest of
2 a residence or other private residential property within the City is required to maintain, manage and
3 supervise the property and all persons thereon in a manner so as not to violate the provisions of this
4 Chapter. Once notified, the owner of the property remains liable for such violations regardless of any
5 contract or agreement with any third party regarding the property.

6 SECTION 5: The Department is authorized to post any premises at which an unruly
7 gathering has occurred with a notice stating:

- 8 (A) That an unruly gathering has occurred at the premises;
9 (B) The date of the unruly gathering;
10 (C) That any subsequent unruly gathering on the same premises within a one
11 hundred eighty-day period shall be grounds for the imposition of liability in accordance with this
12 Chapter;
13 (D) That those with potential liability include any person in attendance causing the
14 gathering to be unruly; any owner, occupant or a tenant of the premises at which the unruly gathering
15 occurred; and any sponsor of the event constituting the unruly gathering; and
16 (E) That the posting of the notice may be contested as set forth in Section 8 of this
17 Ordinance.

18 SECTION 6: (A) The posting of premises pursuant to Section 5 of this Ordinance
19 is authorized each time an unruly gathering occurs on the premises. The owner, occupant or tenant
20 of the premises or sponsor of the event constituting the unruly gathering, if present, shall be consulted
21 as to the location in which such notice is posted in order to achieve both the security of the notice and
22 its prominent display. In the event that a premises is already posted at the time of a subsequent
23 posting the one hundred eighty-day period shall be extended to one hundred eighty days from the date
24 of the new posting. Once a premises is initially posted as a result of an unruly gathering and the
25 conduct causing the gathering to be unruly has ceased, a resumption of behavior constituting an unruly
26 gathering on the premises that results in another police response shall constitute a new and separate
27 unruly gathering for the purpose of this Section.

- 28 (B) In connection with the posting of premises, the Department shall mail notice

1 of the posting to the property owner at the last known address of record on file at the Clark County
2 Assessor's Office. The notice shall advise the property owner that any subsequent unruly gathering
3 within one hundred eighty days on the same premises shall be grounds for the imposition of liability
4 in accordance with this Chapter. The notification shall be sent by regular mail and certified mail,
5 return receipt requested. In addition, the notice shall be provided to any agent of the owner, if known,
6 who controls or regulates the use of the premises. Notice to the owner's agent may be provided by
7 hand delivery or by certified or regular mail sent to the agent's last known address. The failure to
8 serve notice to any person described in this Section shall not invalidate any citation, civil penalty or
9 other proceedings as to any other person duly served or relieve any such person from any duty imposed
10 by this section.

11 SECTION 7: The owner, occupant or tenant of the posted premises shall be
12 responsible for ensuring that a notice posted under Sections 5 and 6 of this Ordinance is not removed,
13 defaced or concealed. The removal, defacement or concealment of a posted notice is subject to a
14 minimum civil penalty of one hundred fifty dollars in addition to any other penalties which may be
15 imposed under this Chapter.

16 SECTION 8: An owner, occupant or tenant of the posted premises may contest the
17 posting of the notice by filing a written petition for review with the City Clerk requesting that the City
18 Council determine whether justification existed for posting of the notice under the provisions of this
19 Chapter. The petition must be filed in accordance with the time line that is set forth in LVMC
20 9.04.070 for notices of a nuisance violation, and the City Clerk shall set a hearing in accordance with
21 the requirements of Chapter 9.04. At the hearing, the agency responsible for posting the property shall
22 have the burden of proving by substantial evidence that the posting of the notice was justified pursuant
23 to the provisions of this Chapter.

24 SECTION 9: (A) Except as otherwise provided in Subsection (B) of this Section,
25 a petition for review under Section 8 of this Ordinance that is filed by an owner may include a request
26 for removal of a notice on the grounds that the owner has taken reasonable and necessary actions, such
27 as evicting a tenant responsible for the violation, to prevent the occurrence of a subsequent unruly
28 gathering at the posted premises. The petitioner has the burden of proving by a preponderance of

1 evidence that the petitioner has taken reasonable and necessary actions to prevent the occurrence of
2 a subsequent unruly gathering.

3 (B) A request under Subsection (A) of this Section is not available to an owner who
4 was present at the unruly gathering and engaged in conduct causing the gathering to be unruly.

5 SECTION 10: (A) An unruly gathering is unlawful and constitutes a nuisance and
6 civil violation. The following parties, if found responsible for the violation, are liable for the penalty
7 provided for in Paragraph (1) of Subsection (B) of Section 11 of this Ordinance:

8 (1) The person or persons who organized or sponsored the event
9 constituting the unruly gathering, including any owner or occupant in attendance at the unruly
10 gathering; and

11 (2) Any person in attendance at the unruly gathering who engaged in any
12 conduct causing the gathering to be unruly.

13 (B) The occurrence of an unruly gathering on the same premises more than once
14 in any one hundred eighty-day period is a civil violation. The following parties, if found responsible
15 for such a violation are liable for the penalties provided for in Paragraphs (2) or (3) of Subsections (B)
16 of Section 11 of this Ordinance:

17 (1) The owner of the property where the subsequent unruly gathering
18 occurred if either:

19 (a) The owner was present when the property was posted; or

20 (b) Notification of the posting was mailed or delivered to the owner
21 of the property in accordance with Section 6 of this Ordinance and the subsequent unruly gathering
22 occurred not less than one week after the mailing of such notification.

23 (2) The occupant or tenant of the property where the subsequent unruly
24 gathering occurred.

25 (3) The person or persons who organized or sponsored the event
26 constituting the subsequent unruly gathering.

27 (4) Any person in attendance at the subsequent unruly gathering who
28 engaged in any conduct causing the gathering to be unruly.

1 (C) Nothing in this Section shall be construed to impose liability on the owner,
2 occupant or tenant of the premises or sponsor of the event constituting the unruly gathering for the
3 conduct of persons who are in attendance without the express or implied consent of the owner,
4 occupant tenant or sponsor as long as the owner, occupant tenant or sponsor has taken steps reasonably
5 necessary to prevent a subsequent unruly gathering or to exclude the uninvited persons from the
6 premises, including owners who are actively attempting to evict a tenant from the premises. Where
7 an invited person engages in unlawful conduct which the owner, occupant tenant or sponsor could not
8 reasonably foresee and could not reasonably control without the intervention of the police, the
9 unlawful conduct of the person shall not be attributable to the owner, occupant tenant or sponsor for
10 the purposes of determining liability under this Chapter.

11 SECTION 11: (A) It is a civil violation for any responsible person to conduct, aid,
12 allow, permit or condone an unruly gathering at a residence or other private residential property. Upon
13 receipt of documentation indicating that an unruly gathering has taken place, the Department is
14 authorized to determine that a violation has occurred, that one or more persons should be held
15 responsible for the violation, and that penalties should be imposed.

16 (B) Upon a determination made pursuant to Subsection (A), the Department is
17 authorized to impose the following penalties:

18 (1) For a first violation of this Chapter, a minimum civil penalty of one
19 hundred fifty dollars;

20 (2) For a second violation of this Chapter at the same residence or private
21 residential property, or by the same responsible person, within a one hundred eighty-day period, a
22 minimum civil penalty of three hundred dollars.

23 (3) For a third or subsequent violation of this Chapter at the same residence
24 or private residential property, or by the same responsible person, within a one hundred eighty-day
25 period, a minimum civil penalty of five hundred dollars.

26 (C) The second, third or subsequent penalties prescribed in Paragraphs (2) and (3)
27 of Subsection (B) are payable whether or not the responsible person for such unruly gathering is
28 different from the responsible person for any prior unruly gathering at the residence or other private

1 residential property.

2 (D) The penalty schedule prescribed in this Section is a "rolling schedule," meaning
3 that, in calculating the penalty that is payable, the Department shall count backward starting from the
4 date of the most recent unruly gathering to determine how many prior unruly gatherings have taken
5 place at the residence or other private residential property in question during the preceding one
6 hundred eighty days. A warning given pursuant to this Chapter shall remain in effect for the residence
7 or other private residential property at a given address until a full one hundred eighty-day period has
8 elapsed during which there have been no responses to a unruly gathering at that residence or other
9 private residential property.

10 (E) The determination that a violation occurred and the imposition of penalties
11 pursuant to this Section may be appealed in accordance with the appeal procedures for nuisances as
12 set forth in LVMC Chapter 9.04. The payment of any penalty shall be stayed during the pendency of
13 a timely appeal.

14 SECTION 12: (A) When law enforcement, fire or other emergency response
15 provider responds to an unruly gathering at a residence or other private residential property within one
16 hundred eighty days of a warning given to a responsible person for an unruly gathering, all persons
17 shall be jointly and severally liable for the costs of Metro or the City of providing response costs for
18 that response and all subsequent responses during the warning period.

19 (B) When a law enforcement, fire or other emergency response provider officials
20 makes an initial response to an unruly gathering at a residence or other private residential property,
21 the official shall inform any person or persons at the scene who are responsible for the gathering that:

22 (1) The official has determined that an unruly gathering exists; and

23 (2) Responsible persons are liable for any response costs required for
24 subsequent responses to the scene for an unruly gathering within one hundred eighty days.

25 (C) Only one warning will be given to a responsible person pursuant to this Section
26 before Metro or the City assesses response service costs in accordance with this Chapter.

27 (D) If a responsible person cannot be identified at the scene, the official may issue
28 a warning to one or more persons identified pursuant to this Section, may subsequently return to the

1 residence or other private residential property and issue the warning to a then present responsible
2 person, or a combination thereof. Warnings given to responsible persons who do not reside at the
3 residence or other private residential property in question shall be delivered by regular and certified
4 mail, return receipt requested.

5 SECTION 13: (A) The amount of response costs shall be deemed a debt owned to
6 the City by the responsible person held liable under Section 12 of this Ordinance for the unruly
7 gathering and, if a juvenile, by the juvenile's parents. The responsible person may appeal the
8 imposition of costs in accordance with the appeal procedures for nuisance as set forth in LVMC
9 Chapter 9.04. In the event an appeal is not timely filed, the City may collect the costs in any
10 commercially reasonable manner including, but not limited to using a collection agency or civil
11 litigation.

12 (B) Notice of the costs for which the responsible person is liable shall be mailed
13 by regular mail and certified mail, return receipt requested within thirty days of the response giving
14 rise to such costs. The notice shall contain the following information:

15 (1) The name of the person or persons being held liable for the payment of
16 such costs;

17 (2) The address of the residence or other private residential property where
18 the unruly gathering occurred;

19 (3) The date and time of the response;

20 (4) The law enforcement, fire or emergency service provider who
21 responded;

22 (5) The date and time of any previous warning given pursuant to Section
23 12 of this Ordinance and previous responses to unruly gatherings at the residence or other private
24 residential property in question within the previous one hundred eighty-day period; and

25 (6) An itemized list of the response costs for which the person or persons
26 are being held liable.

27 (C) The responsible person must remit payment of the noticed response costs to the
28 City Clerk within thirty days after the date of the notice. The payment of any such costs shall be

1 stayed upon a timely appeal.

2 SECTION 14: If any section, subsection, subdivision, paragraph, sentence, clause or
3 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
4 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
5 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
6 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
7 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
8 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
9 invalid or ineffective.

10 SECTION 15: All ordinances or parts of ordinances or sections, subsections, phrases,
11 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
12 1983 Edition, in conflict herewith are hereby repealed.

13 PASSED, ADOPTED and APPROVED this ____ day of _____, 2007.

14 APPROVED:

15
16 By OSCAR B. GOODMAN, Mayor

17 ATTEST:

18 BEVERLY BRIDGES, Acting City Clerk

19 APPROVED AS TO FORM:

20 Val Steel 3-13-07
21 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

18

19

20

21

22

23

24

25

26

27

28

BUSINESS IMPACT STATEMENT
BILL NO. 2007-14

(Prohibits unruly gatherings and establishes regulations and penalties with respect thereto)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2007-14, that will prohibit unruly gatherings and establish regulations and penalties with respect thereto

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: March 13, 2007