



MINUTES

City of Las Vegas

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

CITY COUNCIL
MEETING OF
APRIL 4, 2007

CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR OSCAR B. GOODMAN	☒	☐	☐
COUNCILMAN GARY REESE MAYOR PRO-TEM	☒	☐	☐
COUNCILMAN LARRY BROWN	☒	☐	☐
COUNCILMAN LAWRENCE WEEKLY	☒	☐	☐
COUNCILMAN STEVE WOLFSON	☒	☐	☐
COUNCILWOMAN LOIS TARKANIAN	☒	☐	☐
COUNCILMAN STEVEN ROSS	☒	☐	☐
COUNCILWOMAN BRENDA J. WILLIAMS (Seated after the Mayor administered the Oath of Office)	☒	☐	☐
DOUG SELBY, CITY MANAGER	☒	☐	☐
BRAD JERBIC, CITY ATTORNEY	☒	☐	☐
BEVERLY K. BRIDGES, ACTING CITY CLERK	☒	☐	☐

APPROVED BY REFERENCE: MAY 2, 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.

April 4, 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 - GEORGE CHEHADE, MINISTER, VETERANS IN POLITICS INTERNATIONAL
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE BONANZA HIGH SCHOOL ARMY R.O.T.C. FOR COMMUNITY SERVICE
7. RECOGNITION OF NATIONAL TARTAN DAY
8. RECOGNITION OF APRIL AS THE MONTH OF MIRACLES
9. RECOGNITION OF THE BIG READ 2007
10. PRESENTATION BY URBAN AVENUE MAGAZINE

11. RECOGNITION OF THE CITY'S DIVERSITY PROGRAM FOR EARNING A NATIONAL LEAGUE OF CITIES AWARD

BUSINESS ITEMS - MORNING

12. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
13. Approval of the Final Minutes by reference of the regular City Council meeting of March 7, 2007 and the Special City Council meeting – Budget Workshop of March 14, 2007
14. Discussion and possible action to fill the vacant City Council seat for Ward 5

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

BUSINESS DEVELOPMENT - 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 located at 2400 N. Tenaya Way, commonly known as Las Vegas Technology Center (APN 138-15-810-009) - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

17. Approval of a Special Event Alcoholic Beverage License for A Time In History Inc, Location: Freedom Park, 850 North Mojave Road, Date: April 29, 2007, Type: Special Event General Alcoholic Beverage, Event: Hispanic Festival, Responsible Person in Charge: Lori Yerger - Ward 3 (Reese)
18. Approval of a Special Event Alcoholic Beverage License for Four Queens Hotel and Casino, Location: In front of the Four Queens Valet, Casino Center north on Carson, 222 Fremont Street, Dates: April 6 - 8, 2007, Type: Special Event Beer/Wine, Event: Vegas Grand Prix, Responsible Person in Charge: Ken Johnson - Ward 3 (Reese)
19. Approval of a Special Event Alcoholic Beverage License for G C Arts, Location: 1217 South Main Street, Date: April 6, 2007, Type: Special Event Beer/Wine, Event: Art Exhibit Opening Reception, Responsible Person in Charge: Emily Strongin - Ward 3 (Reese)
20. Approval of a Special Event Alcoholic Beverage License for Gold Spike Hotel & Casino, Location: 400 East Ogden, Dates: April 6 - 8, 2007, Type: Special Event General, Event: Vegas Grand Prix, Responsible Person in Charge: Jules Carralero - Ward 5
21. Approval of a Special Event Alcoholic Beverage License for Main Street Station Hotel & Casino, Location: Main Street Station Parking Lot, 200 North Main Street, Dates: April 6 - 8, 2007, Type: Special Event Beer/Wine, Event: Vegas Grand Prix, Responsible Person in Charge: Lane Conley - Ward 5

22. Approval of a Special Event Alcoholic Beverage License for Union Plaza Hotel Casino, Location: 1 South Main Street, Dates: April 6 - 8, 2007, Type: Special Event General, Event: Vegas Grand Prix, Responsible Person in Charge: Jules Carralero - Ward 5
23. Approval of a Special Event Alcoholic Beverage License for Wolfgang Puck Catering, Location: World Market Center, 495 South Grand Central Parkway, Dates: April 6 - 8, 2007, Type: Special Event General, Event: Vegas Grand Prix, Responsible Person in Charge: Gene Thomas Brady, Jr. - Ward 5
24. Approval of Change of Ownership for a Tavern License, From: Cornerstone Productions, Inc., dba T G I Fridays, Bradford L. Honigfeld, Pres, Secy, Treas, Dir, 100%, To: Briad Restaurant Group, LLC, dba T G I Fridays, 4570 West Sahara Avenue, Bradford L. Honigfeld, Mgr, 100% - Ward 1 (Tarkanian)
25. Approval of of a new Restricted Gaming License for 7 slots subject to the confirmation of approval by the Nevada Gaming Commission, General Merchandise Service Corporation, dba Lucky Mart, 823 East Ogden Avenue, Basim L. Shabo, Dir, Pres, Secy, Treas, 100% - Ward 5
26. Approval of a new Burglar Alarm Service License, A P X Alarm Security Solutions, Inc., dba A P X Alarm Security Solutions, Inc., 5132 North 300 W, Utah, Todd R. Pedersen, Pres, CEO, Keith W. Nellesen, Sr. VP, CFO and Shawn M. Brenchley, Sr. VP - Utah

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

27. Approval of revision to Purchase Order No. 220874 for Annual Requirements Contract for Gasoline and Regular Diesel Fuel - Department of Field Operations - Award recommended to: HAYCOCK PETROLEUM CO. (\$800,000 - Automotive Operations Internal Services Fund)
28. Approval of revision to Purchase Order No. 220877 for Annual Requirements Contract for Gasoline and Biodiesel Blend Fuel - Department of Field Operations - Award recommended to: HAYCOCK PETROLEUM CO. (\$200,000 - Automotive Services Internal Service Fund)
29. Approval of Agreement No. 070326-DC, Asbestos and Lead-based Paint Abatement Monitoring Related to the Exterior Window Rehabilitation at the Post Office (POST Modern) Building located at 301 Stewart Avenue - Department of Public Works - Award recommended to: NINYO & MOORE (\$58,010 - Parks and Leisure Activities Capital Projects Fund) - Ward 5
30. Approval of revision to Purchase Order No. 236222 for Annual Requirements Contract for Concrete Replacement and Asphalt Patching - Department of Field Operations - Award recommended to: MIKON CONSTRUCTION CO., INC. (\$300,000 - Street Maintenance Special Revenue Fund) - All Wards
31. Approval of Contract No. 070277-DC, Right-of-Way Acquisition Services for the Charleston Bus Turnout Project - Department of Public Works - Award recommended to: UNIVERSAL FIELD SERVICES, INC. (\$67,000 - Road and Flood Capital Projects Fund) - Ward 3 (Reese)

FIRE & RESCUE - CONSENT

32. Approval of a donation from the Fireman's Fund Heritage Program in the amount of \$23,491 to purchase a Modeltech International Inc. Hazard/Fire Safety House - All Wards

PLANNING & DEVELOPMENT - CONSENT

33. Approval of parcels recommended for disposal at the Spring 2008 Bureau of Land Management Public Land Sale - Ward 6 (Ross)

PUBLIC WORKS - CONSENT

34. Approval of an Encroachment Request from Nevada by Design on behalf of WCA Enterprise, LLC, owner (southwest corner of Ackerman Avenue and Durango Drive) - Ward 6 (Ross)

35. Approval of an Encroachment Request from Pulte Homes on behalf of PN II, Incorporated, owner (Desert Hope Drive south of Cliff Shadows Parkway) - Ward 4 (Brown)
36. Approval of an Encroachment Request from Complex Builders, Incorporated, on behalf of Gamnerdsiri, LLC, owner (northwest corner of Pinto Lane and Rose Street) - Ward 5
37. Approval of an Encroachment Request from Lochsa Engineering on behalf of the State of Nevada, owner (southeast corner of Bonanza Road and Casino Center Boulevard) - Ward 5
38. Approval of a Grant of Easement from Grayce Ohashi to the City of Las Vegas, a Municipal Corporation, for a portion of the Southeast Quarter of Section 5, Township 19 South, Range 60 East, Mount Diablo Meridian, for off-site sewer purposes to support the Kyle Canyon Gateway project generally located on the south side of Log Cabin Way between Four Views Street and Homestead Road, APN 125-05-702-001 - County (near Ward 6 - Ross)
39. Approval of Supplemental No. 6 to Interlocal Contract 435f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase total project funding for engineering for Martin L. King Boulevard, Palomino Lane to Carey Avenue (\$750,000 - RTC) - Ward 5
40. Approval of Supplemental No. 2 to Interlocal Contract 516b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for engineering design, right-of-way engineering and acquisition for Jones Boulevard, Elkhorn Road to Horse Drive (\$495,000 - RTC) - Ward 6 (Ross)
41. Approval of Supplemental No. 1 to Interlocal Contract 529a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for right-of-way engineering and acquisition for Grand Teton Drive, Decatur Boulevard to Maverick Street (\$525,000 - RTC) - Ward 6 (Ross)
42. Approval of an Interlocal Agreement between the City of Las Vegas (City), Clark County and the Regional Transportation Commission of Southern Nevada (RTC) to accept right-of-way dedication along Grand Central Parkway to accommodate construction of the Downtown Connector Bus Rapid Transit Project - Ward 5

RESOLUTIONS - CONSENT

43. R-21-2007 - Approval of a Resolution concerning a proposed Special Improvement District within the Summerlin area, authorizing the execution and delivery of a deposit agreement with PN II, Incorporated, a Nevada Corporation, dba Pulte Homes of Nevada and related matters - Ward 4 (Brown)
44. R-22-2007 - Approval of a Resolution concerning Special Improvement District Nos. 810 and 811 (Summerlin Area) accepting the petitions and authorizing staff to negotiate with the developer (the Howard Hughes Corporation) for the formation of the districts - Ward 2 (Wolfson)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

45. Report from the City Manager on Emerging Issues
46. Discussion and possible action concerning the status of 2007 legislative issues - All Wards
47. Discussion and possible action to approve the Amendment to Settlement Agreement between and through the Las Vegas City Employees Association and the City of Las Vegas (\$93,797 Salary + \$37,518 Benefits - General Fund)
48. Discussion and possible action to award 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) - (\$460,000 - General Fund) - Ward 6 (Ross)

49. Discussion and possible action on the proposed operational plan for the Centennial Hills Active Adult Center located at 6601 North Buffalo Drive (\$120,000 General Fund) - Wards 3, 5 and 6 (Reese and Ross)
50. Discussion and possible action to extend the four (4) month moratorium on the acceptance of any and all new applications for Special Use Permits (SUP) for Off-Premise Outdoor Advertising (Billboard) signs for ninety (90) days - All Wards

ADMINISTRATIVE SERVICES - DISCUSSION

51. Discussion and possible action to accept the Floyd Lamb Park Master Plan that was presented to the Planning Commission on March 8, 2007 - Ward 6 (Ross)

CITY ATTORNEY - DISCUSSION

52. Discussion and possible action on Appeal of Work Card Denial: Approved April 5, 2006 subject to one-year review: LaDonna Flake, 4439 Sparkle Crest Avenue, North Las Vegas, Nevada 89031
53. Discussion and possible action regarding litigation related to the FAA right hand turn at McCarran Airport (City of Las Vegas, Nevada, et al. v. United States Department of Transportation, et al.) - All Wards

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

54. ABEYANCE ITEM - 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) [NOTE: This request is for the applicant to operate from an existing business, Psychic Eye Book Shop, licensed since 1997]
55. Discussion and possible action regarding a Six Month Review of Temporary Approval of a Tavern License and a Restricted Gaming License for 15 slots, Nevada Restaurant Services, Inc. A Nevada Corporation, dba Dotty's #28, 5191 West Charleston Boulevard, Richard C. Estey, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)
56. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler On-sale License, From: Wai Chung Lau, dba Full Ho Chinese Cuisine, Wai Chung Lau, 100%, To: Angela Shiu, dba Full Ho Chinese Cuisine, 240 North Jones Boulevard, Suite A, Angela Shiu, 100% - Ward 1 (Tarkanian)
57. Discussion and possible action regarding Temporary Approval of Change of Ownership and Change of Business Name for a Tavern License, From: Zingers Club, Inc. dba Zingers, Richard L. Ham, Dir, Pres, 25%, Carla C. Ham, Dir, Secy, 25%, Maurice H. Hathaway, Dir, CEO, 25% and Pamela K. Hathaway, Dir, Treas, 25%, To: Just Jazz, Inc., dba Just Jazz, 1000 East Sahara Avenue, Suite 105, Robert L. Gresham, Jr., Pres, 50% and Brion S. Norris, Secy, Treas, 50% - Ward 3 (Reese)
58. Discussion and possible action regarding a Six Month Review of Temporary Approval of a Beer/Wine/Cooler On-sale License, Juan Carlos Aceves, dba Restaurant El Diamante, 2830 East Charleston Boulevard, Juan C. Aceves, 100% and Alfonso Valderrama, Lender - Ward 3 (Reese)
59. Discussion and possible action regarding Temporary Approval of Change of Ownership and Change of Business Name for a Martial Arts Instruction Business License, From: David Berry, dba Karate for Kids, David Berry, 100%, To: Victory Martial Arts Vegas, Inc., dba Victory Martial Arts Vegas, 3270 North Buffalo Drive, Sergio A. Von Schmeling, Dir, Pres, Treas, 51% and Janelle M. Gleisner, Dir, VP, Secy, 49% - Ward 4 (Brown)
60. Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes, Rock Springs Massage NV, LLC, dba Massage Envy, 7175 West Lake Mead Boulevard, Suite 174, Stephen L. Cook, Owner, 50% and Shannon L. Cook, Owner, 50% - Ward 1 (Tarkanian)

NEIGHBORHOOD SERVICES - DISCUSSION

61. Discussion and possible action on the submittal of the city of Las Vegas 2007-2008 Action Plan for the allocation of \$10,963,658 in U.S. Department of Housing and Urban Development (HUD) and State of Nevada funds - All Wards

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

62. 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 [NOTE: The First Amendment to this bill indicates a revised subject: Revises certain information-gathering and reporting requirements for the Department of Fire and Rescue regarding the transportation of hazardous materials within the City.]
63. Bill No. 2007-11 - Levies Assessment for Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road). Sponsored by: Step Requirement
64. 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
65. 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

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.

66. 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

67. 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

68. Public hearing on local improvement district for Special Improvement District No. 1485 – Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance - FY2008) - (\$59,400 - Capital Projects Fund/Special Assessments) - Ward 1 (Tarkanian)

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 - DISCUSSION

69. VAC-19032 - PUBLIC HEARING - OWNER/APPLICANT: PICERNE PROVIDENCE, LLC - Petition to vacate a 40-foot wide BLM right-of-way grant along the north side of Deer Springs Way commencing approximately 340 feet from the northwest corner of Hualapai Way and Deer Springs Way and a 33-foot wide portion of an U.S. Government Patent Easement generally located west of Hualapai Way and north of Deer Springs Way, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL
70. VAC-19234 - PUBLIC HEARING - APPLICANT: MITCHELL HOLDINGS - OWNER: LIVEWORK, LLC - Petition to Vacate a 20-foot wide section of public right-of-way generally located south of Bonneville Avenue, north of Garces Avenue between Main Street and 1st Street, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
71. VAC-19235 - PUBLIC HEARING - APPLICANT: MITCHELL HOLDINGS - OWNER: LIVEWORK, LLC, ET AL - Petition to Vacate a 20-foot wide section of public right-of-way generally located south of Lewis Avenue, north of Clark Avenue, between Main Street and First Street, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
72. RESCIND PREVIOUS ACTION - GPA-13885 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request to Amend a portion of the Southeast Sector of the General Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL) on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
73. RESCIND PREVIOUS ACTION - ZON-13889 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), Ward 3 (Reese). The Planning Commission (5-1 vote) and staff recommend APPROVAL
74. RESCIND PREVIOUS ACTION - VAR-13888 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request for a Variance TO ALLOW A FRONT YARD SETBACK OF EIGHT FEET WHERE 20 FEET IS REQUIRED, A REAR YARD SETBACK OF EIGHT FEET WHERE 20 FEET IS REQUIRED AND A RESIDENTIAL ADJACENCY SETBACK OF EIGHT FEET WHERE 66 FEET IS REQUIRED on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 3 (Reese). The Planning Commission (3-3 tie vote) and staff recommend DENIAL.
75. RESCIND PREVIOUS ACTION - SDR-13886 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request for a Site Development Plan Review FOR AN EIGHT UNIT APARTMENT COMPLEX AND A WAIVER OF LANDSCAPE BUFFER WIDTH on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 3 (Reese). The Planning Commission (3-3 tie vote) and staff recommend DENIAL
76. GPA-13885 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request to Amend a portion of the Southeast Sector of the General Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL) on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
77. ZON-13889 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), Ward 3 (Reese). The Planning Commission (5-1 vote) and staff recommend APPROVAL

78. VAR-13888 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request for a Variance TO ALLOW A FRONT YARD SETBACK OF EIGHT FEET WHERE 20 FEET IS REQUIRED, A REAR YARD SETBACK OF EIGHT FEET WHERE 20 FEET IS REQUIRED AND A RESIDENTIAL ADJACENCY SETBACK OF EIGHT FEET WHERE 66 FEET IS REQUIRED on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 3 (Reese). NOTE: THIS APPLICATION IS BEING AMENDED TO ALLOW A FRONT YARD SETBACK OF TEN FEET WHERE 20 FEET IS REQUIRED, A REAR YARD SETBACK OF FIFTEEN FEET WHERE 20 FEET IS REQUIRED AND A RESIDENTIAL ADJACENCY SETBACK OF 15 FEET WHERE 96.75 FEET IS REQUIRED. The Planning Commission (3-3 tie vote on a motion for denial) NO RECOMMENDATION. Staff recommends DENIAL
79. SDR-13886 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request for a Site Development Plan Review FOR AN EIGHT UNIT APARTMENT COMPLEX AND A WAIVER OF LANDSCAPE BUFFER WIDTH on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 3 (Reese). NOTE THIS APPLICATION IS BEING AMENDED TO SIX UNITS. The Planning Commission (3-3 tie vote on a motion for denial) NO RECOMMENDATION. Staff recommends DENIAL
80. MOD-19114 - ABEYANCE ITEM - 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
81. 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
82. 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
83. 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
84. ZON-19070 - ABEYANCE ITEM - 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
85. VAR-19098 - ABEYANCE ITEM - 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

86. VAR-19447 - ABEYANCE ITEM - 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
87. SUP-19100 - ABEYANCE ITEM - 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
88. SDR-19097 - ABEYANCE ITEM - 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
89. ARC-20049 - PUBLIC HEARING - APPLICANT: NIGRO DEVELOPMENT - OWNER: KRYFAM, LP - REQUEST FOR APPROVAL OF A MASTER SIGN PLAN AND WAIVERS OF THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL FOR A 65' HIGH PYLON SIGN WHERE 24' HIGH IS THE LIMIT, TO ALLOW A PYLON SIGN ADVERTISING ONE TENANT WHERE MULTIPLE TENANTS IS REQUIRED AND FOR A 12' HIGH MONUMENT SIGN WHERE 8' HIGH IS THE LIMIT FOR A COMMERCIAL DEVELOPMENT, SKY POINTE HOTEL LOCATED ON THE SOUTHWEST CORNER OF TENAYA WAY AND SKY POINTE DRIVE (APN 125-27-410-004), TC (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
90. SUP-18347 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A PROPOSED 800 SQUARE FOOT CAR WASH, FULL SERVICE on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
91. SUP-18630 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN A PROPOSED SERVICE STATION WITHOUT AUTOMOTIVE REPAIR on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
92. SDR-18349 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LLC - Request for a Major Amendment to an approved Site Development Plan Review FOR A PROPOSED 4,056 SQUARE-FOOT SERVICE STATION WITHOUT AUTOMOTIVE REPAIR, AN 800 SQUARE FOOT CAR WASH, FULL SERVICE, AND A 2,700 SQUARE FOOT RESTAURANT WITH DRIVE-THROUGH on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
93. SUP-18902 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: PAWN PLUS - OWNER: CHRISTENSEN BROTHERS LLC - Request for a Special Use Permit FOR A PAWN SHOP AND A WAIVER TO ALLOW A 685 FOOT SEPARATION FROM AN EXISTING FINANCIAL INSTITUTION, SPECIFIED WHERE A 1,000 FOOT DISTANCE SEPARATION IS REQUIRED at 854 and 856 East Sahara Avenue (APN 162-03-801-108, 162-03-801-109 and 162-03-801-078), C-1 (Limited Commercial) Zone [C (Commercial) General Plan Designation], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL

94. SDR-17298 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: REPUBLIC SERVICES OF SOUTHERN NEVADA - OWNER: PREMIER TRUST OF NEVADA - Request for a Site Development Plan Review FOR A PROPOSED PARKING LOT AND A WAIVER TO ALLOW A REDUCTION OF THE PERIMETER LANDSCAPING BUFFERING REQUIREMENTS on 0.52 acres adjacent to the north side of Sahara Avenue, approximately 600 feet east of 6th Street (APN 162-03-801-018), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
95. VAR-19353 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Variance TO ALLOW A SIDE YARD SETBACK OF ZERO FEET WHERE 10 FEET IS THE MINIMUM REQUIRED on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-1 vote) and staff recommend APPROVAL
96. VAR-19356 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Variance TO ALLOW 24 PARKING SPACES WHERE 27 SPACES ARE THE MINIMUM REQUIRED on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-1 vote) and staff recommend APPROVAL
97. SDR-19350 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Site Development Plan Review FOR A PROPOSED 4,722 SQUARE-FOOT COMMERCIAL BUILDING AND WAIVERS OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN THE SIDE YARDS WHERE EIGHT FEET IS THE MINIMUM REQUIRED AND TO ALLOW A SIX-FOOT PERIMETER LANDSCAPE BUFFER IN THE REAR YARD WHERE EIGHT FEET IS THE MINIMUM REQUIRED on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-1 vote) and staff recommend APPROVAL
98. VAR-19282 - PUBLIC HEARING - APPLICANT: PETER PAPAS - OWNERS: AEGEAN ISLE, WEST CHARLESTON ANIMAL HOSPITAL, AND DIXIE LEAVITT AGENCY - Request for a Variance TO ALLOW 267 EXISTING PARKING SPACES WHERE 301 PARKING SPACES ARE REQUIRED FOR AN EXISTING SHOPPING CENTER on 5.20 acres at 7871 through 7891 West Charleston Boulevard (APNs 163-04-514-002, 003, and 004), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). The Planning Commission (6-1 vote) and staff recommend APPROVAL
99. SUP-19296 - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: BECKER & SONS - Request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN ESTABLISHMENT AND A WAIVER OF THE 200 FOOT MINIMUM DISTANCE SEPARATION REQUIREMENT FROM RESIDENTIAL ZONED PROPERTY at 1990 North Rainbow Boulevard (APN 138-23-301-002), C-1 (Limited Commercial) Zone, Ward 5. Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
100. SUP-19340 - PUBLIC HEARING - APPLICANT/OWNER: JOE BAHNAN - Request for a Special Use Permit FOR AN ACCESSORY PACKAGE LIQUOR OFF-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING RETAIL BUSINESS at 2981 East Charleston Boulevard (APN 139-36-415-014), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (6-1 vote) and staff recommend APPROVAL
101. ROC-20102 - PUBLIC HEARING - APPLICANT/OWNER: THE ROMAN CATHOLIC BISHOP OF LAS VEGAS - Request for a Review of Condition to remove Condition Number 1 of an approved Site Development Plan Review (SDR-4107) WHICH STATED THAT THE LANDSCAPE PLAN SHALL BE REVISED AND APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT PRIOR TO THE TIME APPLICATION IS MADE FOR A BUILDING PERMIT, TO REFLECT ONE LANDSCAPED FINGER PER SIX PARKING SPACES, ONE 24 INCH BOX TREE PER FINGER WITH 4 - ONE GALLON AND 4- FIVE GALLON SHRUBS PER FINGER AND A MAXIMUM OF 12.5% OF THE TOTAL LANDSCAPED AREA OF THE SITE AS TURF on 2.69 acres at 220 North 14th Street (APN 139-35-301-007), C-V (Civic) Zone, Ward 5. Staff recommends APPROVAL
102. ARC-20019 - PUBLIC HEARING - APPLICANT: YOUNG ELECTRIC SIGN COMPANY - OWNER: TENAYA VILLAGE INVESTORS, LLC - REQUEST FOR APPROVAL OF A MASTER SIGN PLAN AND FOR WAIVERS OF TOWN CENTER DEVELOPMENT STANDARDS TO ALLOW WALL SIGNAGE TO FACE AN EXISTING RESIDENTIAL DEVELOPMENT THAT IS OUTSIDE OF THE TOWN CENTER LIMITS AND TO ALLOW WALL SIGNAGE ON THE SECOND FLOOR OF BUILDINGS "A" and "B" FOR A COMMERCIAL/RETAIL DEVELOPMENT, SHEA AT TENAYA VILLAGE LOCATED AT 7425-7495 AZURE DRIVE (APN 125-27-114-001), TC (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL

SET DATE

103. 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

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

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

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

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

whose name is _____

29th day of March, 2007
Paula Clark

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

STATE OF NEVADA)
COUNTY OF CLARK)

Paul Clark

Carmel M. Vicks

 **CARMEL M. VIADO**
Notary Public State of Nevada
No. 06-107821-1
My appt. exp. July 18, 2010

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

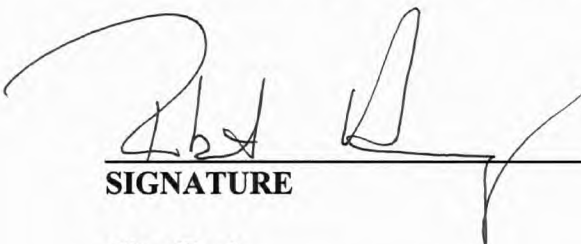
STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Robert Hussey, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **29th** day of **March, 2007** at the hour of **4:30 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **City of Las Vegas, City Council Meeting** to be held on the **4th** day of **April, 2007**, at **9:00 A.M.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

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

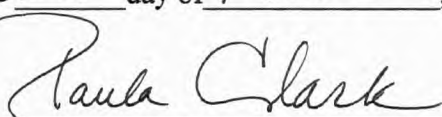


SIGNATURE

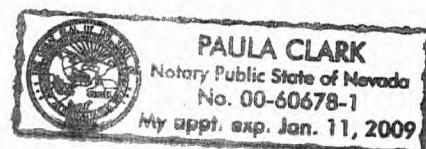
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

29th day of March, 2007



NOTARY PUBLIC in and for said County and State



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

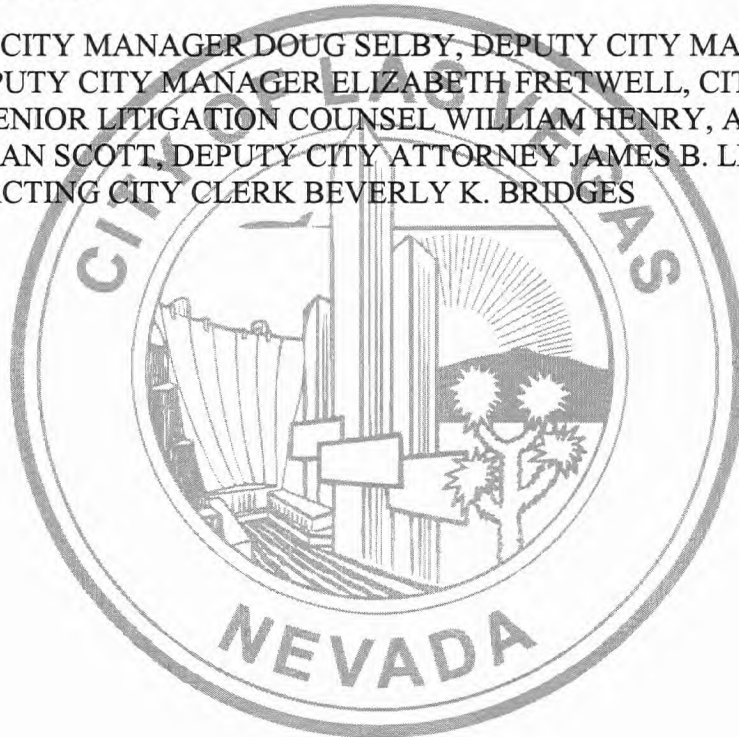
SUBJECT:
CALL TO ORDER

Minutes:

MAYOR GOODMAN called the meeting to order at 9:05 a.m.

PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE, BROWN, WOLFSON, TARKANIAN, ROSS and WILLIAMS (SEATED AFTER THE MAYOR ADMINISTERED THE OATH OF OFFICE)

ALSO PRESENT: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY MANAGER ELIZABETH FRETWELL, CITY ATTORNEY BRAD JERBIC, SENIOR LITIGATION COUNSEL WILLIAM HENRY, ASSISTANT 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: APRIL 4, 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: APRIL 4, 2007

SUBJECT:

INVOCATION - GEORGE CHEHADE, MINISTER, VETERANS IN POLITICS
INTERNATIONAL

Minutes:

GEORGE CHEHADE, Minister, Veterans In Politics, gave the invocation.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

SUBJECT:
PLEDGE OF ALLEGIANCE

Minutes:
MAYOR GOODMAN led the audience in the Pledge.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE CITIZEN OF THE MONTH

BACKUP DOCUMENTATION:

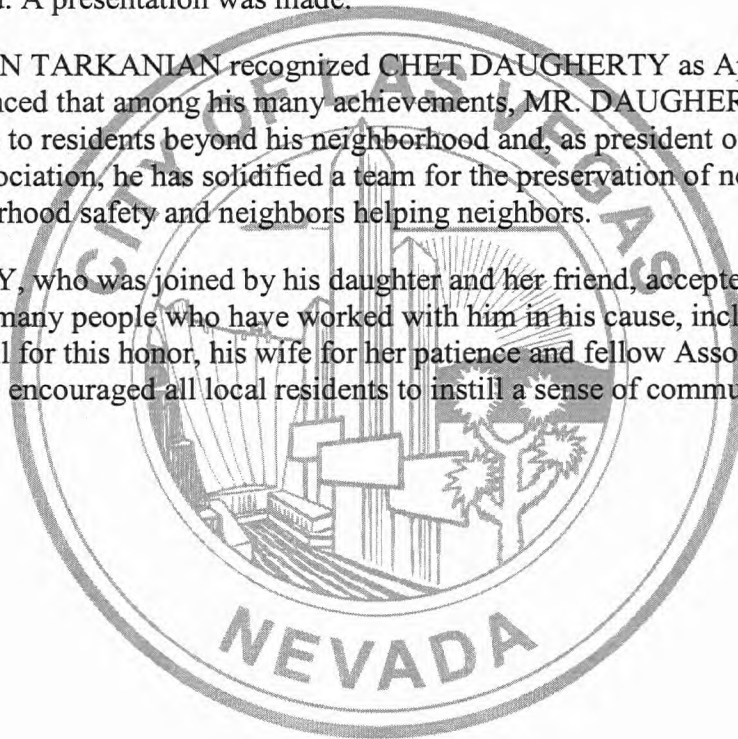
Submitted at meeting – Copy of certificate for April 2007 Citizen of the Month

Minutes:

No motion required. A presentation was made.

COUNCILWOMAN TARKANIAN recognized CHET DAUGHERTY as April's Citizen of the Month. She announced that among his many achievements, MR. DAUGHERTY has displayed outstanding service to residents beyond his neighborhood and, as president of the Torrey Pines Neighborhood Association, he has solidified a team for the preservation of neighborhoods, promoting neighborhood safety and neighbors helping neighbors.

MR. DAUGHERTY, who was joined by his daughter and her friend, accepted the plaque and acknowledged the many people who have worked with him in his cause, including City staff. He thanked the Council for this honor, his wife for her patience and fellow Association members for their assistance. He encouraged all local residents to instill a sense of community in their neighborhoods.





City of Las Vegas Citizen of the Month

April 2007

Chet Daugherty

Gary Reese
Councilman Gary Reese

Oscar B. Goodman
Mayor Oscar B. Goodman

Larry Brown
Councilman Larry Brown

Steve Wolfson
Councilman Steve Wolfson

Lois Tarkenton
Councilwoman Lois Tarkenton

Steven D. Ross
Councilman Steven D. Ross

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

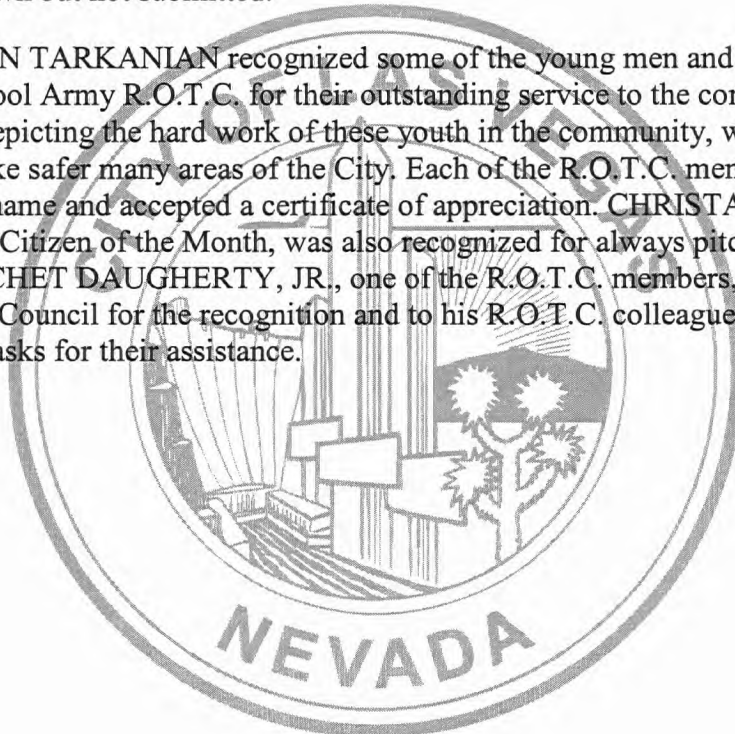
RECOGNITION OF THE BONANZA HIGH SCHOOL ARMY R.O.T.C. FOR COMMUNITY SERVICE

Minutes:

No motion required. A presentation was made.

Videotape was shown but not submitted.

COUNCILWOMAN TARKANIAN recognized some of the young men and women of the Bonanza High School Army R.O.T.C. for their outstanding service to the community. She had videotape shown depicting the hard work of these youth in the community, which greatly helped to beautify and make safer many areas of the City. Each of the R.O.T.C. members came forward as she called their name and accepted a certificate of appreciation. CHRISTA DAUGHERTY, daughter of April's Citizen of the Month, was also recognized for always pitching in when and wherever needed. CHET DAUGHERTY, JR., one of the R.O.T.C. members, expressed his appreciation to the Council for the recognition and to his R.O.T.C. colleagues for being there for him every time he asks for their assistance.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF NATIONAL TARTAN DAY

BACKUP DOCUMENTATION:

Submitted at meeting – Copy of Proclamation declaring National Tartan Day

Minutes:

No motion required. A presentation was made.

COUNCILMEN ROSS and BROWN, wearing kilts, joined to recognize National Tartan Day, a day chosen to commemorate the signing of the Declaration of Arbroath on April 6, 1320. The United States Declaration of Independence was based on this document. National Tartan Day celebrates the role Americans of Scottish descent have played in the development of the United States and has been observed nationally since 1997. Over 11 million Americans claim Scottish and Scottish/Irish descent, making them the eighth largest ethnic group in the United States. In honor of this day and the invaluable contributions, accomplishments and cultural traditions of the members of the Celtic community in Las Vegas, COUNCILMAN ROSS recognized representatives of various groups who celebrate National Tartan Day. He had them stand in recognition.

COUNCILMAN ROSS then called forward JOHN BUTCHER, Director of the St. Andrews Society, ROSEMARY THOM, Past President of the St. Andrews Society, and JEFF GORDON, Director of the Las Vegas Celtic Society, and presented them with a Proclamation declaring April 6, 2007, as National Tartan Day. MR. BUTCHER thanked the Council for the recognition and gave an historic account of how National Tartan Day came to be. He noted that after 1746 the Tartans were removed and the British would torture or kill anyone that was caught doing or wearing anything associated with manifestation of Scottish nationality. People may wonder what relevance the Scottish have to Las Vegas, but they do not know that the Las Vegas Valley was settled after 1855 by people of Scottish background.

MR. BUTCHER pronounced that anyone with a love of Scotland or its heritage can wear the Nevada State Tartan. He invited everyone to join him at Floyd Lamb State Park for a wonderful celebration of the Highland Games on April 21-22.

MS. THOM presented each of the Councilmembers with a piece of the Tartan and the story of it. COUNCILMAN ROSS pointed out that this is the first time the Council has recognized Tartan Day. The members of the Desert Skye Pipes and Drums finished off by playing the piece Scotland the Brave.

PROCLAMATION

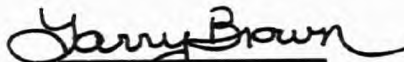
- WHEREAS; the Declaration of Arbroath, the Scottish Declaration of Independence, was signed on April 6, 1320 and the American Declaration of Independence was modeled on that inspirational document; and
- WHEREAS; National Tartan Day, first officially observed in 1997 by the passage of U. S. Senate Resolution 155, commemorates the signing of the Declaration of Arbroath and recognizes the vibrant and influential role that Americans of Scottish descent have played in the creation and development of our own Nation; and
- WHEREAS; Scottish Americans have helped shape every aspect of our society through their many contributions in business, science, medicine, technology, education, sports and the arts; and
- WHEREAS; on the occasion of National Tartan Day, celebrated each April 6th, we take this opportunity to honor the many contributions, accomplishments and cultural traditions of the members of the Scottish community in Las Vegas, Nevada.
- THEREFORE: we, the Mayor and City Council of the City of Las Vegas, proudly proclaim April 6, 2007 as

NATIONAL TARTAN DAY

in the City of Las Vegas to encourage and ask our citizens to learn about and enjoy the rich cultural of our area Scottish residents.


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: APRIL 4, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF APRIL AS THE MONTH OF MIRACLES

BACKUP DOCUMENTATION:

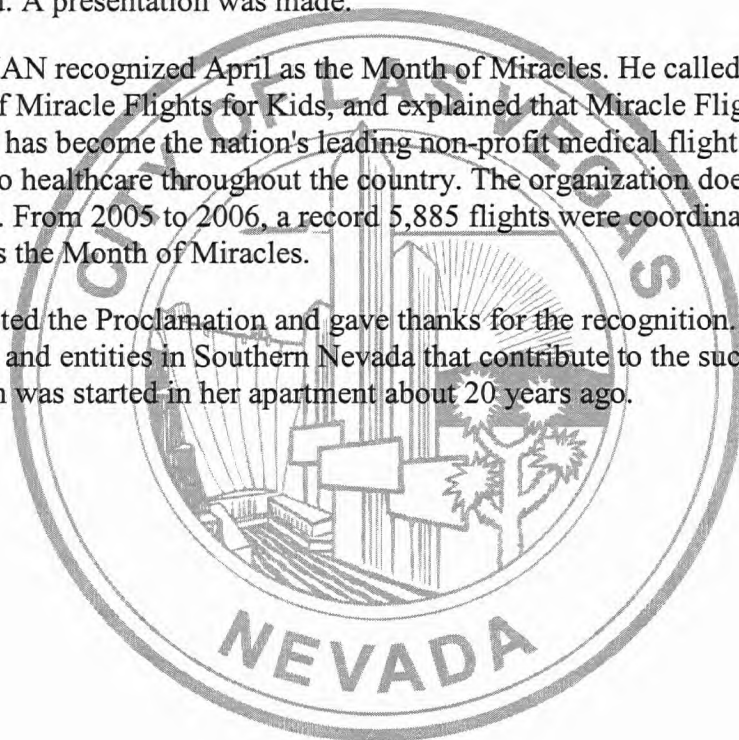
Submitted at meeting – Copy of Proclamation declaring Month of Miracles

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN recognized April as the Month of Miracles. He called forward ANN McGEE, founder of Miracle Flights for Kids, and explained that Miracle Flights for Kids was started in 1985 and has become the nation's leading non-profit medical flight organization that flies sick children to healthcare throughout the country. The organization does this by forming necessary alliances. From 2005 to 2006, a record 5,885 flights were coordinated. He proudly proclaimed April as the Month of Miracles.

MS. McGEE accepted the Proclamation and gave thanks for the recognition. She extended credit to the many people and entities in Southern Nevada that contribute to the success of the organization, which was started in her apartment about 20 years ago.



Proclamation

From the office of the Mayor

Whereas; Miracle Flights for Kids was founded in Southern Nevada in 1985; and

Whereas; Miracle Flights for Kids has become the nation's leading nonprofit medical flight organization that flies sick children throughout the country, removes barriers to healthcare access and improves the quality of life for our nation's children; and

Whereas; Miracle Flights for Kids strives to forge the necessary alliances with pilots, commercial airlines and sponsors that provide the means to fly children to and from treatment – as many times as needed; and

Whereas; in 2005 to 2006, a record 5,885 flights were coordinated for America's children; and

Whereas; since the organization's inception, a record 46,000 flights and more than 23 million miles of free healthcare access were provided; now

Therefore; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM APRIL, 2007, TO BE:

Month of Miracles

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO SUPPORT HEALTH AWARENESS AND TO ACKNOWLEDGE THIS IMPORTANT DESIGNATION.



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 1ST DAY OF APRIL, 2007.


HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE BIG READ 2007

BACKUP DOCUMENTATION:

Submitted at meeting – Copy of Proclamation declaring “The Big Read” Month

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN called forward DANIEL WALTERS, Executive Director of the Las Vegas-Clark County Library District, and announced that the Library District was celebrating Reading Las Vegas. This is its sixth annual program that brings adults together to celebrate the power and passion of reading. The highlight of this program is "The Big Read," a national initiative designed to bring reading to the center of American public culture. He proclaimed April 2007 to be Reading Las Vegas presents "The Big Read" Month in Las Vegas and encouraged everyone to read for pleasure and education.

MR. WALTERS said he was excited about the sixth annual Reading Las Vegas. This year the Library District partnered with friends of the Southern Nevada libraries to make book bags available at all branches with a copy of Amy Tan's book, *The Joy Luck Club*. He announced that he also had copies available for everyone attending the Council meeting. He invited everyone to attend the book signing by Amy Tan on April 21-22 at the Clark County Library and at Summerlin, which is being funded by a wonderful grant received from the National Endowment for the Humanities.

Proclamation

From the office of the Mayor

- Whereas;** libraries are the cornerstones of our diverse communities where people of the City of Las Vegas can experience personal enrichment and connect with one another; and
- Whereas;** the citizens of the City of Las Vegas recognize the importance of reading as an activity and a key to the community's well-being and quality of life; and
- Whereas;** the Las Vegas-Clark County Library District is promoting its 6th Annual *Reading Las Vegas*, a program that brings adults together to celebrate the power and passion of reading; and
- Whereas;** this year's highlight of the program is *The Big Read*, an initiative of the National Endowment for the Arts designed to restore reading to the center of American public culture, developed in partnership with the Institute of Museum and Library Services and Arts Midwest; and
- Whereas;** the Las Vegas-Clark County Library District and the Las Vegas City Council are united in supporting *Reading Las Vegas* presents *The Big Read*, a national initiative to encourage literary reading by asking communities to come together to read and discuss one book; now
- Therefore;** I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM APRIL, 2007, TO BE:

Reading Las Vegas presents The Big Read Month

IN THE CITY OF LAS VEGAS AND ENCOURAGE ALL CITIZENS TO READ
THE JOY LUCK CLUB BY AMY TAN IN ORDER TO PARTICIPATE IN THIS
WONDERFUL COMMUNITY-WIDE BOOK CLUB.



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 1ST DAY OF APRIL, 2007.


HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

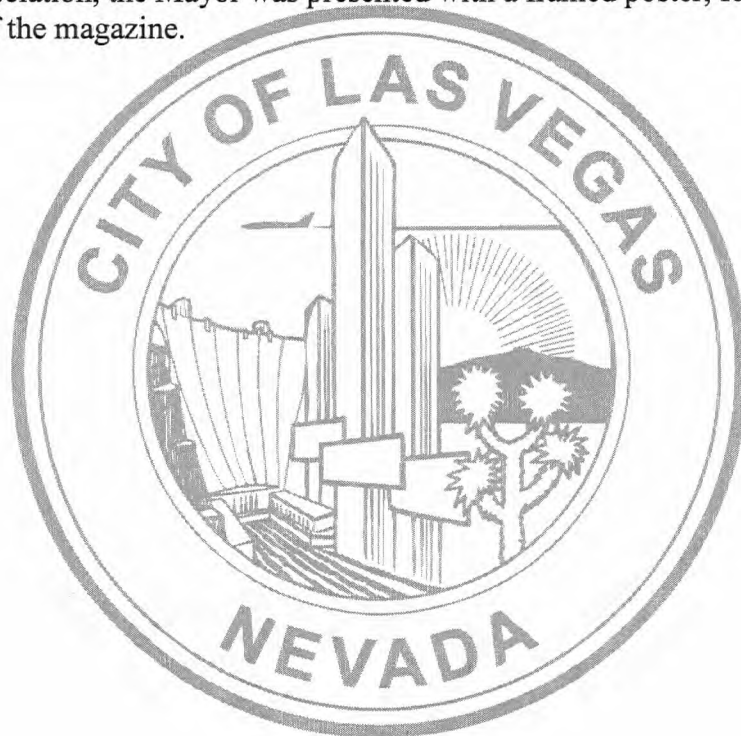
SUBJECT:

PRESENTATION BY URBAN AVENUE MAGAZINE

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN called forward TOM MYERS and "A.B.", of Urban Avenue Magazine. As a token of appreciation, the Mayor was presented with a framed poster, featuring the Mayor on the first issue of the magazine.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE CITY'S DIVERSITY PROGRAM FOR EARNING A NATIONAL LEAGUE OF CITIES AWARD

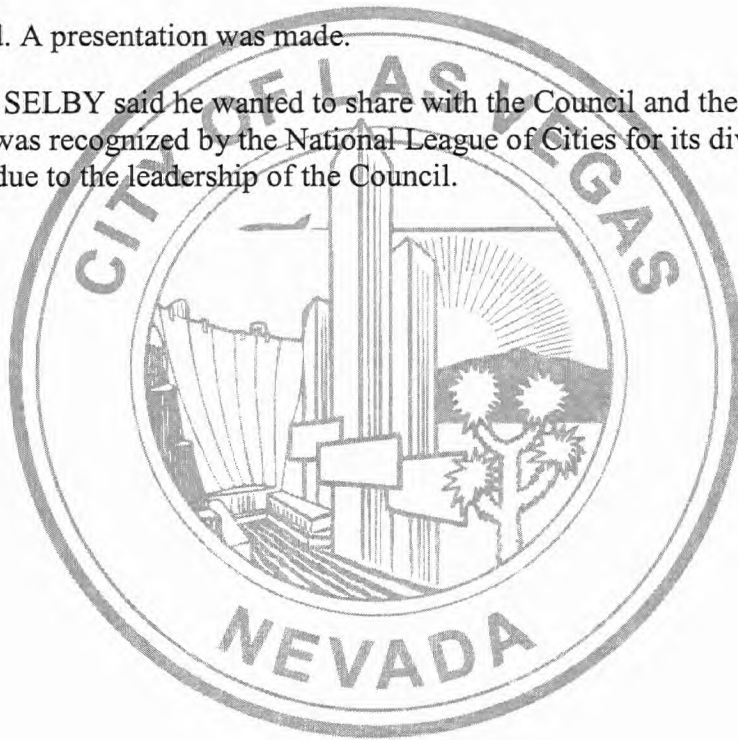
BACKUP DOCUMENTATION:

Submitted after meeting - Picture of Diversity Award Ceremony

Minutes:

No motion required. A presentation was made.

CITY MANAGER SELBY said he wanted to share with the Council and the viewers that the City of Las Vegas was recognized by the National League of Cities for its diversity initiative, which was mainly due to the leadership of the Council.



Date 4/4/07 Item #11

Submitted after initial agenda meeting



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

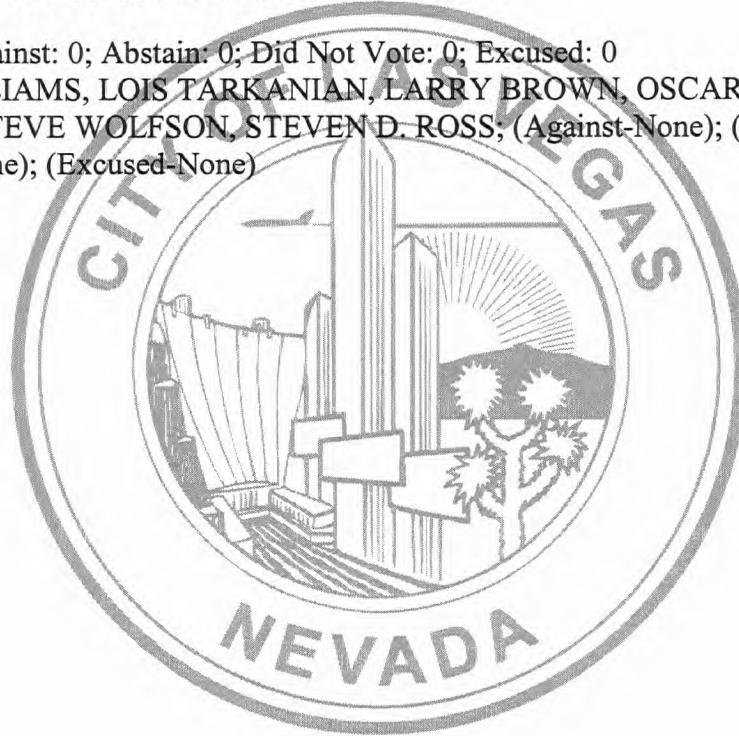
SUBJECT:

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 43 and 55

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
BRENDA J. WILLIAMS, 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: APRIL 4, 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 March 7, 2007 and the Special City Council meeting – Budget Workshop of March 14, 2007

Motion made by GARY REESE to Approve by Reference

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

BRENDA J. WILLIAMS, 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: APRIL 4, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

BUSINESS ITEMS:

Discussion and possible action to fill the vacant City Council seat for Ward 5

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

None

Motion made by OSCAR B. GOODMAN to Approve to Appoint Brenda J. Williams on an interim basis as the Ward 5 Council representative

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:

Immediately following the ceremonial portion of the agenda, MAYOR GOODMAN called forward this matter and administered the Oath of Office to COUNCILWOMAN BRENDA J. WILLIAMS (Ward 5), who was appointed to serve on an interim basis, because none of the candidates received the 50 percent, plus one, of the votes casted during the Primary Election. The Mayor announced that COUNCILWOMAN WILLIAMS is a wonderful lady with many talents.

COUNCILWOMAN WILLIAMS thanked God for the many opportunities He has afforded her. She also thanked the Councilmembers for their confidence, her husband, MONROE WILLIAMS, who was in the audience and her family and friends. She noted that true success requires integrity, which she will use to fill in, and that, although she is filling in for a short time,

CITY COUNCIL MEETING OF: APRIL 4, 2007

she intends to make some changes that do not require an act of Council to improve the image of Ward 5. Lastly, she thanked COUNCILMAN WEEKLY for recommending her appointment to COUNCILMAN REESE.

RECESS: 9:52 to 10:01 A.M.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☒ **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 located at 2400 N. Tenaya Way, commonly known as Las Vegas Technology Center (APN 138-15-810-009) - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

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 systems needs.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Grant of Easement
2. Right of Entry: 138-15-810-009

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

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

Minutes:

COUNCILMAN ROSS requested Item 33 be pulled for discussion, and COUNCILMAN REESE requested Item 17 be pulled.

APN: 138-15-810-009

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 Southeast Quarter (SE1/4) of Section 15, 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# 0055-07rbt WO# 167667 (Smoke Ranch Improvements @ Tenaya)
Reference Document: 860108:00613

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 20010806 AS DOCUMENT NO. 01128 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

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

APN: 138-15-810-009

CITY OF LAS VEGAS

BY: OSCAR B. GOODMAN
TITLE: MAYOR

APPROVED AS TO FORM

ATTEST:

Thomas R. Green 3/12/07
DEPUTY CITY ATTORNEY
Thomas R. Green

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 0055-07rbt WO# 167667

EXHIBIT A

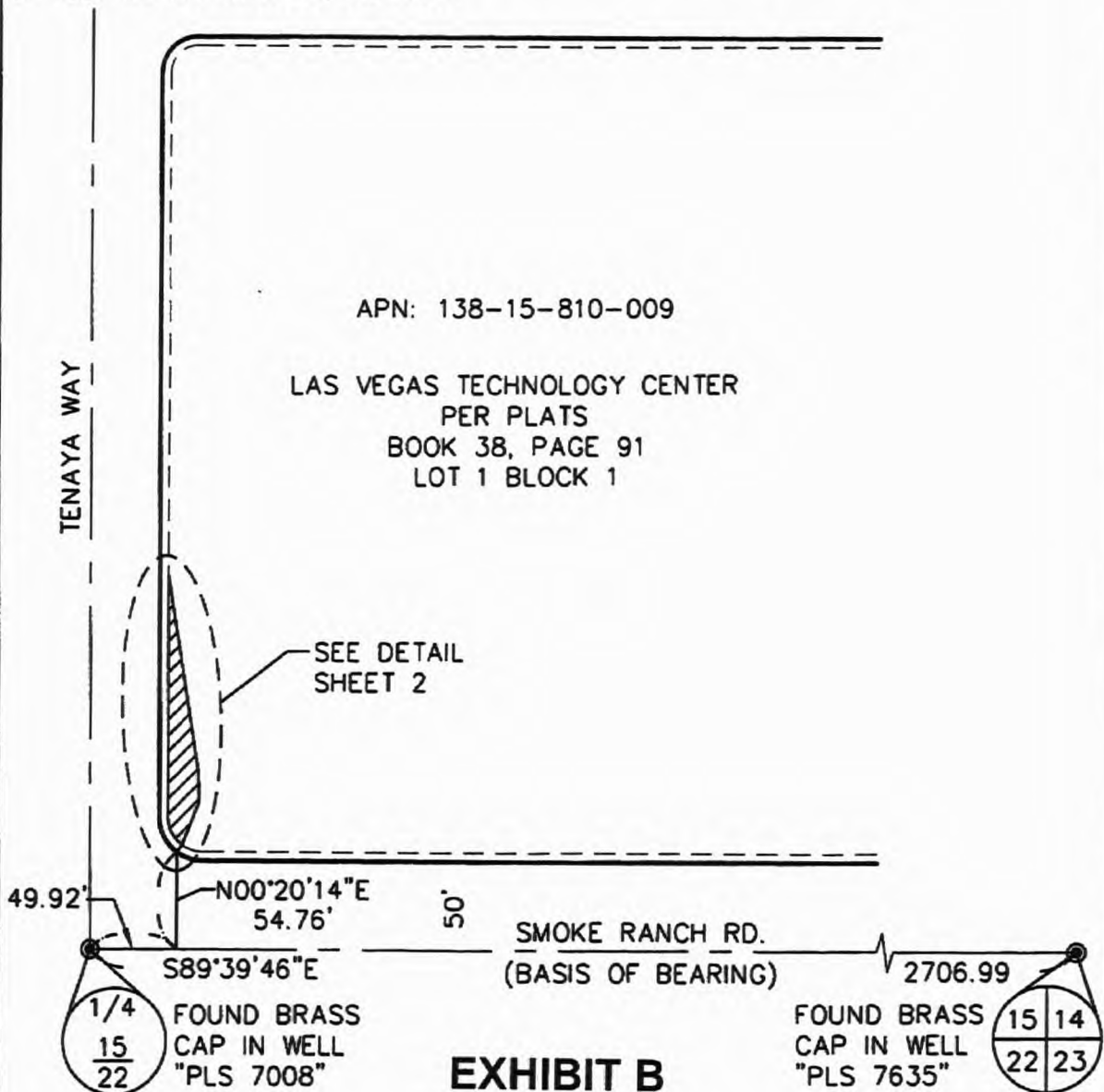
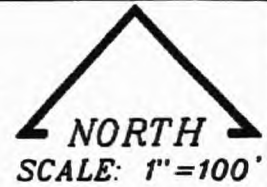
That portion of the Southeast Quarter (SE1/4) of Section 15, Township 20 South, Range 60 East, M.D.B.&M., more particularly described as follows:

That portion of Lot One (1) in Block One (1) of Las Vegas Technology Center as shown on map filed in Book 38 of Plats, Page 91 in the Official Records of Clark County, Nevada described as follows:

COMMENCING at the Southwest corner of said Southeast Quarter (SE1/4) of Section 15, thence along the south line thereof South 89°39'46" East a distance of 49.92 feet to a point;
thence leaving said south line North 00°20'14" East a distance of 54.76 feet to a point on the north line of Smoke Ranch Road as shown on said plat;
thence leaving said north line North 36°16'57" East a distance of 5.00 feet to a point on a non-tangent curve concave northeasterly having a radius of 20.00 feet, a radial to said curve bearing North 36°16'57" East, said point being the POINT OF BEGINNING;
thence northerly along said curve through a central angle of 53°44'51" an arc length of 18.76 feet to a point on a line parallel with and 5.00 feet easterly of the west line of said Lot One (1);
thence along said parallel line North 00°01'48" East a distance of 136.32 feet to a point;
thence leaving said parallel line South 08°46'06" East a distance of 112.95 to a point;
thence South 02°02'11" East a distance of 16.37 feet to a point;
thence South 21°38'32" West a distance of 26.32 feet to the POINT OF BEGINNING.

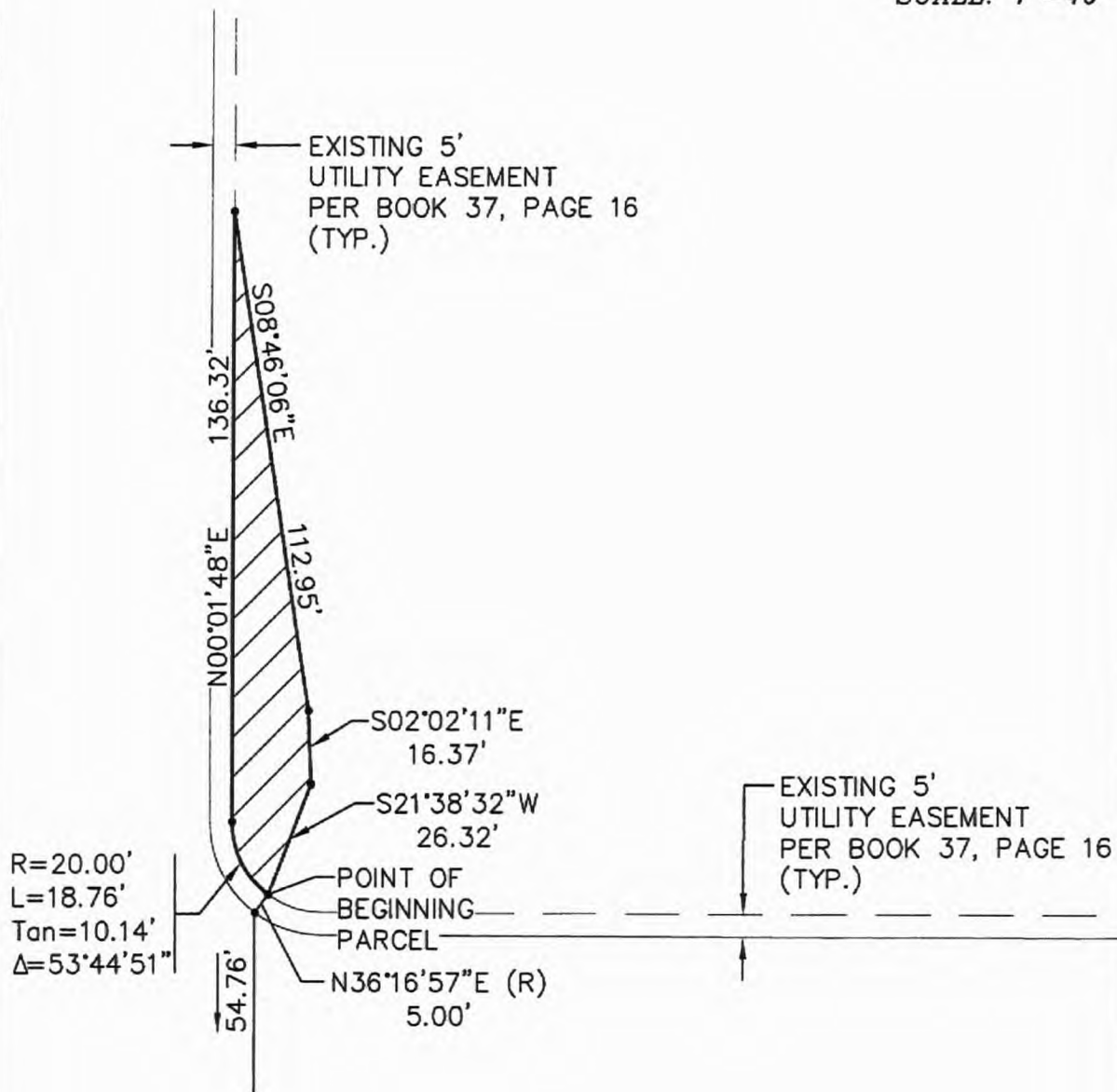
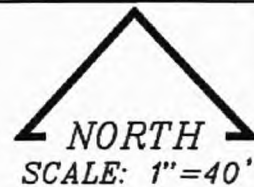
BASIS OF BEARING

SOUTH 89°39'46" EAST BEING THE SOUTH LINE OF THE
SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, 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 134,
PAGE 1 OF SURVEYS IN THE CLARK COUNTY RECORDER'S
OFFICE, CLARK COUNTY, NEVADA.



REVISED 2-13-07 SHEET 1 OF 2

 NEVADA POWER.	NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151, 6226 WEST SAHARA AV., (702) 367-5000		
TITLE: SMOKE RANCH IMP. @ TENAYA	DESCRIPTION: EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION	SEC:15 T:20 S R:60 E SURVEYOR: GE/BB/DW DRAWN BY: AC CHECKED BY: RH	DATE: 01-17-07 PROJECT ID: 167667



SHEET 2 OF 2

 NEVADA POWER.	NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151, 6226 WEST SAHARA AV., (702) 367-5000		
TITLE: SMOKE RANCH IMP. @ TENAYA	DESCRIPTION: EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION	SEC:15 T:20 S R:60 E SURVEYOR: GE/BB/DW DRAWN BY: AC CHECKED BY: RH	DATE: 01-17-07 PROJECT ID: 167667

APN: 138-15-810-009

20010806
01128

RIGHT OF ENTRY

I (We) **CITY OF LAS VEGAS**

For and in consideration of One Dollar (\$1.00) do hereby grant and convey to NEVADA POWER COMPANY, its successors and assigns, and/or their agents and/or contractors the right to enter in and upon said grantors land described as a portion of Lot 1 in Block 1 of LAS VEGAS TECHNOLOGY CENTER, as shown by map thereof on file in Book 38, Page 94 of Plats in the Office of the County Recorder, Clark County, Recorder, more particularly described on the attached "EXHIBIT A", for the purpose of constructing, installing, energizing and maintaining electrical facilities as shown on Nevada Power Company Work Request Number: 167667. APN: 138-15-810-009 ROE: 231-01sm Job Name: SMOKE RANCH IMPROVEMENTS @ TENAYA

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 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 ~~own~~ hand(s) this 12th day of July, 2001.

CITY OF LAS VEGAS

BY: CHARLES KAJKOWSKI
TITLE: CITY ENGINEER

BY:
TITLE:

STATE OF NEVADA

COUNTY OF CLARK

On this 12th day of July, 2001,
before me, CAROL S. SULLIVAN,
a Notary Public in and for said state, personally appeared
CHARLES KAJKOWSKI,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person who executed the
within instrument as CITY ENGINEER
on behalf of THE CITY OF LAS VEGAS.

Carol S. Sullivan
Notary Public



Notary Public Statement and/or Seal
When recorded, mail to: Nevada Power Company
P.O. Box 230
Las Vegas, Nevada 89151-0001
Attention: Land Services, MS#9

roe:rev. 11/22/95

COPY

20010806
.01128

SMOKE RANCH IMPROVEMENTS @ TENAYA - NEVADA POWER COMPANY WR#167667

"EXHIBIT A"

A PORTION OF LOT 1 IN BLOCK OF "LAS VEGAS TECHNOLOGY CENTER" AS SHOWN BY MAP THEREOF ON FILE IN BOOK 38, PAGE 94 OF PLATS, RECORDED FEBRUARY 16, 1988 AS INSTRUMENT NO. 00626 IN BOOK 880216 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, LYING WITHIN THE SOUTHWEST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST (SW) CORNER OF SAID SOUTHEAST QUARTER (SE ¼);
THENCE SOUTH 89°39'29" EAST ALONG THE SOUTH LINE THEREOF, 252.17 FEET;
THENCE NORTH 00°00'17" WEST, 50.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°39'29" WEST, 187.27 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°41'34", AN ARC DISTANCE OF 39.14 FEET TO A POINT OF TANGENCY;
THENCE NORTH 00°02'05" EAST, 420.14 FEET;
THENCE SOUTH 89°39'29" EAST, 211.83 FEET;
THENCE SOUTH 00°00'17" EAST, 445.01 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN DEDICATED RIGHT OF WAY.

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

NEVADA POWER COMPANY

08-06-2001 13:23 JHC
BOOK: 20010806 INST: 01128

FEE: 0.00 RPTT:

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 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

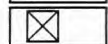
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount: \$58,303,140.53

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 03/01-03/15/07

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

BRENDA J. WILLIAMS, 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 3/1-3/15/07

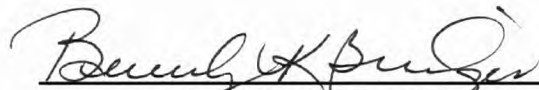
Total Services & Materials Checks :	\$17,604,490.61
Total Services & Materials EFT Payments :	\$4,387,803.93
Total Wire Transfers:	\$29,610,802.01
Total Payroll Checks:	\$6,700,043.98

Grand Total:	\$58,303,140.53
--------------	-----------------

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 APRIL 4, 2007, the City Council approved the above cash expenditures.



Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for A Time In History Inc, Location: Freedom Park, 850 North Mojave Road, Date: April 29, 2007, Type: Special Event General Alcoholic Beverage, Event: Hispanic Festival, Responsible Person in Charge: Lori Yerger - Ward 3 (Reese)

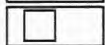
Fiscal Impact



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

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

BRENDA J. WILLIAMS, 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 15, COUNCILMAN REESE requested this matter be pulled for discussion. He commented that he asked staff to maintain order and noise reduction for all events held at Freedom Park to reduce the impact on adjacent neighbors.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Four Queens Hotel and Casino,
Location: In front of the Four Queens Valet, Casino Center north on Carson, 222 Fremont Street,
Dates: April 6 - 8, 2007, Type: Special Event Beer/Wine, Event: Vegas Grand Prix, Responsible
Person in Charge: Ken Johnson - Ward 3 (Reese)

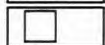
Fiscal Impact



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 15, 16, 18-32, 34-42, and 44

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

BRENDA J. WILLIAMS, 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: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for G C Arts, Location: 1217 South Main Street, Date: April 6, 2007, Type: Special Event Beer/Wine, Event: Art Exhibit Opening Reception, Responsible Person in Charge: Emily Strongin - Ward 3 (Reese)

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 15, 16, 18-32, 34-42, and 44

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

BRENDA J. WILLIAMS, 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: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Gold Spike Hotel & Casino,
Location: 400 East Ogden, Dates: April 6 - 8, 2007, Type: Special Event General, Event: Vegas
Grand Prix, Responsible Person in Charge: Jules Carralero - 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 15, 16, 18-32, 34-42, and 44

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

BRENDA J. WILLIAMS, 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: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Main Street Station Hotel & Casino, Location: Main Street Station Parking Lot, 200 North Main Street, Dates: April 6 - 8, 2007, Type: Special Event Beer/Wine, Event: Vegas Grand Prix, Responsible Person in Charge: Lane Conley - 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 15, 16, 18-32, 34-42, and 44

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

BRENDA J. WILLIAMS, 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: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Union Plaza Hotel Casino,
Location: 1 South Main Street, Dates: April 6 - 8, 2007, Type: Special Event General, Event:
Vegas Grand Prix, Responsible Person in Charge: Jules Carralero - 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 15, 16, 18-32, 34-42, and 44

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

BRENDA J. WILLIAMS, 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: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Wolfgang Puck Catering, Location: World Market Center, 495 South Grand Central Parkway, Dates: April 6 - 8, 2007, Type: Special Event General, Event: Vegas Grand Prix, Responsible Person in Charge: Gene Thomas Brady, Jr. - 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 15, 16, 18-32, 34-42, and 44

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of Change of Ownership for a Tavern License, From: Cornerstone Productions, Inc., dba T G I Fridays, Bradford L. Honigfeld, Pres, Secy, Treas, Dir, 100%, To: Briad Restaurant Group, LLC, dba T G I Fridays, 4570 West Sahara Avenue, Bradford L. Honigfeld, Mgr, 100% - Ward 1 (Tarkanian)

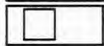
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of Change of Ownership for a Tavern License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

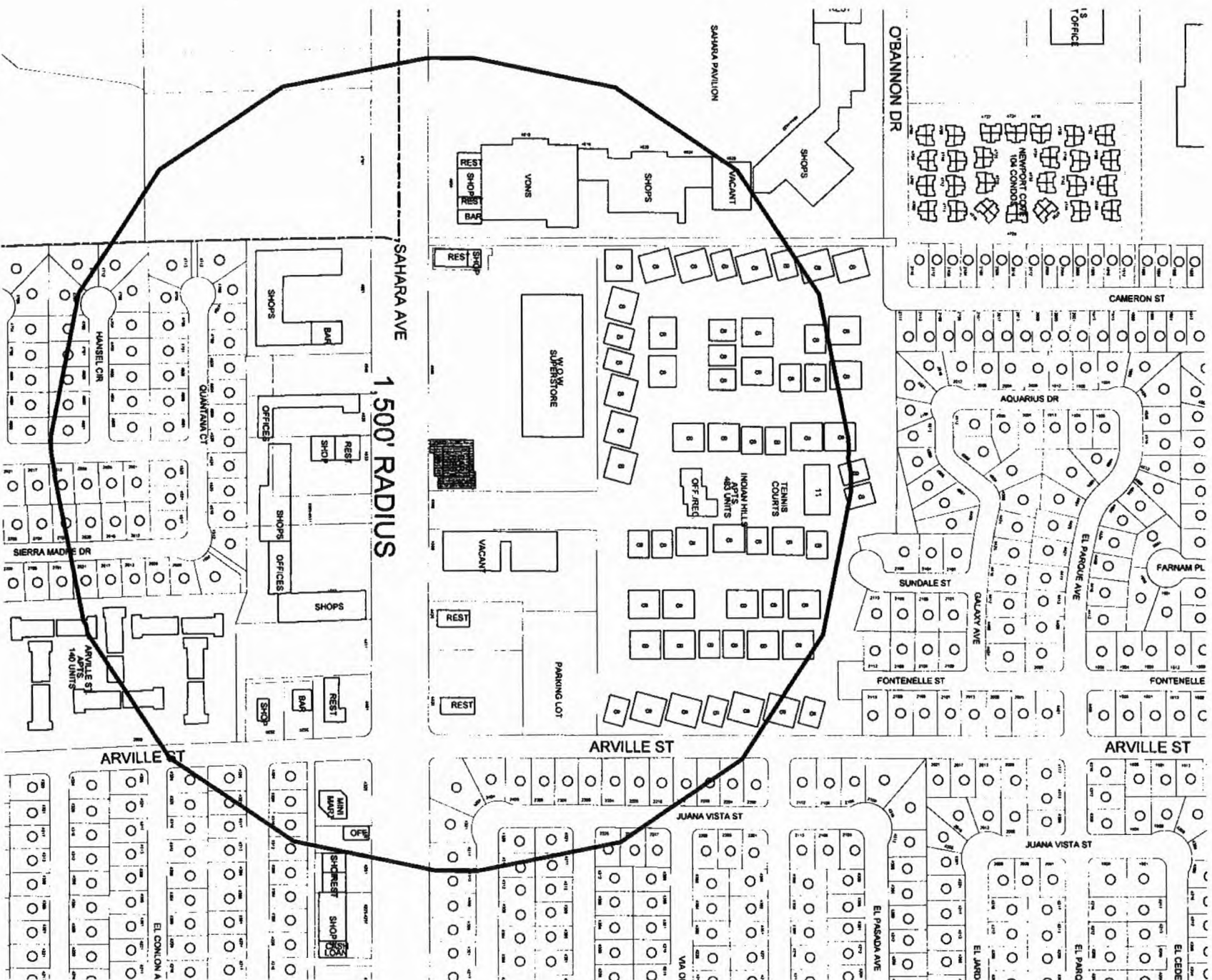
Map

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

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

TGI FRIDAYS



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 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 the confirmation of approval by the Nevada Gaming Commission, General Merchandise Service Corporation, dba Lucky Mart, 823 East Ogden Avenue, Basim L. Shabo, Dir, Pres, Secy, Treas, 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:

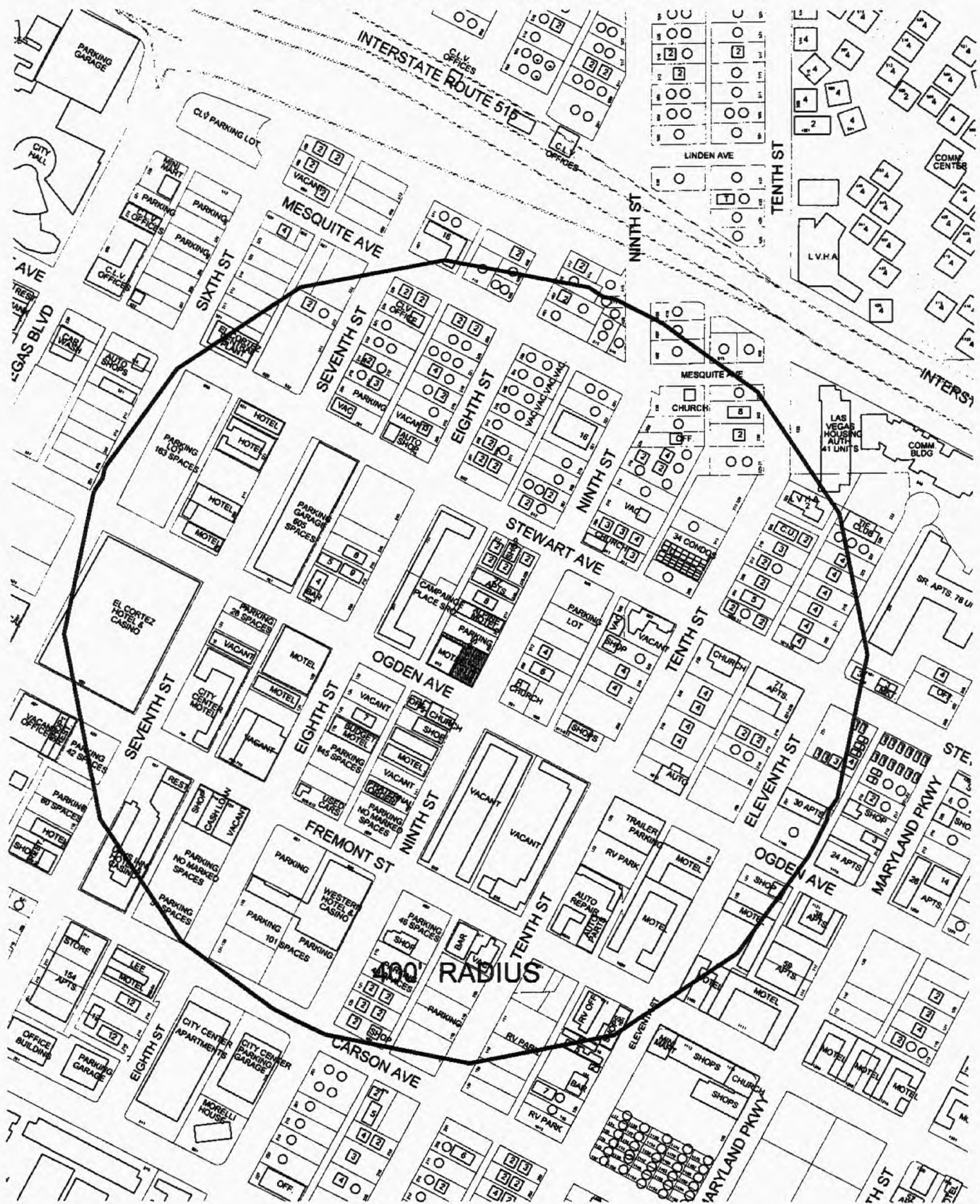
Map

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

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

LUCKY MART



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of a new Burglar Alarm Service License, A P X Alarm Security Solutions, Inc., dba A P X Alarm Security Solutions, Inc., 5132 North 300 W, Utah, Todd R. Pedersen, Pres, CEO, Keith W. Nellesen, Sr. VP, CFO and Shawn M. Brenchley, Sr. VP – Utah

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 15, 16, 18-32, 34-42, and 44

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

BRENDA J. WILLIAMS, 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: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of revision to Purchase Order No. 220874 for Annual Requirements Contract for Gasoline and Regular Diesel Fuel - Department of Field Operations - Award recommended to: HAYCOCK PETROLEUM CO. (\$800,000 - Automotive Operations Internal Services Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$800,000

Funding Source: Automotive Operations ISF

Dept./Division: Field Operations

PURPOSE/BACKGROUND:

On June 2, 2004 City Council approved the use of the Las Vegas Valley Water District Bid No. 1044-03 for an annual requirements contract for gasoline and regular diesel fuel in the estimated annual amount of \$1,200,000. This request for an additional \$800,000 will bring the total purchase order amount to \$2,000,000 to cover anticipated additional fuel requirements through June 30, 2007.

PCC: T. Maino

POC: Gary Weinberg - (702) 382-8559

CFN: 040268

RECOMMENDATION:

That City Council approve the revision to Purchase Order No. 220874 for Annual Requirements Contract for Gasoline and Regular Diesel Fuel to Haycock Petroleum Co. in the estimated annual amount of \$2,000,000.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

BRENDA J. WILLIAMS, 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: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of revision to Purchase Order No. 220877 for Annual Requirements Contract for Gasoline and Biodiesel Blend Fuel - Department of Field Operations - Award recommended to: HAYCOCK PETROLEUM CO. (\$200,000 - Automotive Services Internal Service Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$200,000

Funding Source: Automotive Services ISF

Dept./Division: Field Operations

PURPOSE/BACKGROUND:

On June 2, 2004 City Council approved the use of the Las Vegas Valley Water District Bid No. 1044-03 for an annual requirements contract for biodiesel blend fuel. On June 21, 2006 City Council approved an increase of the annual amount to \$1,000,000. This request is for an additional \$200,000 to the annual amount to cover anticipated additional fuel requirements through June 30, 2007.

PCC: T. Maino

POC: Gary Weinberg - (702) 382-8559

CFN: 040286

RECOMMENDATION:

That City Council approve the revision to Purchase Order No. 220877 for Annual Requirements Contract for Gasoline and Biodiesel Blend Fuel to Haycock Petroleum in the estimated annual amount of \$1,200,000.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

BRENDA J. WILLIAMS, 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: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Agreement No. 070326-DC, Asbestos and Lead-based Paint Abatement Monitoring Related to the Exterior Window Rehabilitation at the Post Office (POST Modern) Building located at 301 Stewart Avenue - Department of Public Works - Award recommended to: NINYO & MOORE (\$58,010 – Parks and Leisure Activities Capital Projects Fund) - Ward 5

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$58,010

Funding Source: Parks and Leisure Activities CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This project consists of the labor, equipment and materials for project monitoring during asbestos and lead-based paint (LBP) abatement activities at the former U.S. Post Office (POST Modern) Building located at 301 Stewart Avenue. Contractor shall perform daily and final visual inspections, contractor surveillance and compliance with relevant federal, state and local rules and regulations during asbestos and LBP abatement. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. The funding source is the 2005 Commission for Cultural Affairs Grant.

PCC: D. Collins

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

RECOMMENDATION:

That City Council approve Agreement No. 070326, Asbestos and Lead-based Paint Abatement Monitoring Related to the Exterior Window Rehabilitation at the Post Office (POST Modern) Building located at 301 Stewart Avenue to Ninyo and Moore in the amount of \$58,010. 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 15, 16, 18-32, 34-42, and 44

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

BRENDA J. WILLIAMS, 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
Ninyo & Moore
6700 Paradise Road, Ste. E Las Vegas, Nevada 89119
Telephone (702) 433-0330
EIN or DUNS 33-0269828

Block 2 Description Subject Matter of Contract/Agreement
Abatement Monitoring, Exterior Window Rehabilitation Former Post Office and Federal Courthouse 301 E. Stewart Avenue Las Vegas, Nevada
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.	Mr. Avram Ninyo Principal Engineer	5710 Ruffin Road San Diego, CA 92123	(858) 576-1000
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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



Courtesy of Clark
State of Nevada

Robert M. Troisi
Robert M. Troisi, C.E.M.
Managing Principal, Environmental Sciences Division
03-01-07
Date

Subscribed and sworn to before me this 1st day of March, 2006 7

Louise T. Kidd
Notary Public

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of revision to Purchase Order No. 236222 for Annual Requirements Contract for Concrete Replacement and Asphalt Patching - Department of Field Operations - Award recommended to: MIKON CONSTRUCTION CO., INC. (\$300,000 - Street Maintenance Special Revenue Fund) - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$300,000

Funding Source: Street Maintenance SRF

Dept./Division: Field Operations

PURPOSE/BACKGROUND:

On May 3, 2006 City Council approved the award of Bid No. 06.1762.01-LED for an Annual Requirements Contract for Concrete Replacement and Asphalt Patching to Mikon Construction Co., Inc. in the amount of \$3,000,000. This request for an additional \$300,000 will bring the total Purchase Order amount to \$3,300,000 to cover the increase in material costs.

PCC: S. Kessler

POC: Michael Ray - (702) 368-0822

RECOMMENDATION:

That City Council approve the revision to Purchase Order No. 236222 for Annual Requirements Contract for Concrete Replacement and Asphalt Patching to Mikon Construction Co., Inc. in the amount of \$300,000.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

BRENDA J. WILLIAMS, 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: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of Contract No. 070277-DC, Right-of-Way Acquisition Services for the Charleston Bus Turnout Project - Department of Public Works - Award recommended to: UNIVERSAL FIELD SERVICES, INC. (\$67,000 - Road and Flood Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$67,000

Funding Source: Road and Flood CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This Contract will provide for the acquisition of right-of-way for nineteen parcels of real property. These property acquisitions are needed to make way for the East Charleston Bus Turnout Project. Project approval to appraise and acquire right-of-way parcels was granted by City Council action of January 3, 2007 as Agenda Item No. 35. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Funding is from the Regional Transportation Commission of Southern Nevada.

PCC: D. Collins

POC: James Finnigan - (916) 564-9980

RECOMMENDATION:

That City Council approve Contract No. 070277-DC, Right-of-Way Acquisition Services for the East Charleston Bus Turnout Project to Universal Field Services, Inc. in the amount of \$67,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

BRENDA J. WILLIAMS, 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.

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"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 Universal Field Services Address 1600 Sacramento Inn Way, Suite 216 Sacramento, CA 95815 Telephone 916-564-9980 EIN or DUNS 04-633-0809	Block 2 Description Subject Matter of Contract/Agreement R/W Acquisition services for the E. Charleston Bus Turn-outs project 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.	R.T. Benson, Chairman of the Board	6666 S. Sheridan Road, Suite 230 Tulsa, OK 74133-1763	(918) 494-7600
2.	Gene A. Land, President	6666 S. Sheridan Road, Suite 230 Tulsa, OK 74133-1763	(918) 494-7600
3.	Steve T. Benson, Executive Vice President	6666 S. Sheridan Road, Suite 230 Tulsa, OK 74133-1763	(918) 494-7600
4.	Clark E. Andrew, III, Senior Vice President	6666 S. Sheridan Road, Suite 230 Tulsa, OK 74133-1763	(918) 494-7600
5.	Leonard B. Boschetti, Senior Vice President	1418 Pine Gap Drive Houston, TX 77090	(281) 586-9919
6.	Diana W. Stucky, Senior Vice President	6666 S. Sheridan Road, Suite 230 Tulsa, OK 74133-1763	(918) 494-7600

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: N/A.

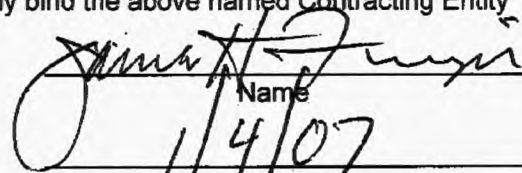
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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.

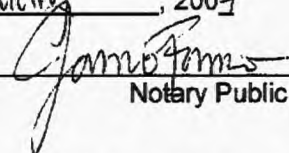
Name of Attached Document: _____

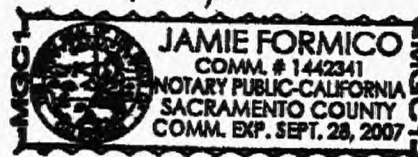
Date of Attached Document: _____ Number of Pages: _____

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 _____
 Date 11/4/07

Subscribed and sworn to before me this 4 day of

January, 2007

 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: FIRE AND RESCUE

DIRECTOR: CHIEF DAVID WASHINGTON

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a donation from the Fireman's Fund Heritage Program in the amount of \$23,491 to purchase a Modeltech International Inc. Hazard/Fire Safety House- All Wards

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount: \$23,491

Funding Source: Fireman's Fund Heritage Program

Dept./Division: Fire and Rescue

PURPOSE/BACKGROUND:

To accept a donation from the Fireman's Fund Heritage Program in the amount of \$23,491 to purchase a Modeltech International Inc. Hazard/Fire Safety house and various attachment to be used in the classroom environment at local schools, businesses and other educational opportunities.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

BRENDA J. WILLIAMS, 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: APRIL 4, 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. Ward6 (Ross)

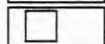
Fiscal Impact



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 12519401003
3. Location Map for APN 12519802006
4. Location Map for APN 12601701010, 801-015 and 801-019

Motion made by STEVEN D. ROSS to Approve with the removal of parcel numbers 125-19-401-003 and 126-01-801-019 from consideration for disposal

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

BRENDA J. WILLIAMS, 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 15, COUNCILMAN ROSS requested this matter be pulled forward. He requested that parcel numbers 125-19-401-003 and 126-01-801-019 be removed from consideration for disposal, so that he can first review the service needs.



AGENDA MEMO

CITY COUNCIL MEETING DATE: April 4, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

ITEM DESCRIPTION: Approval of parcels recommended for disposal at the Spring 2008 Bureau of Land Management Public Land Sale.

Below is a list of parcels recommended for disposal at the Spring, 2008 Bureau of Land Management Public Land Sale. The SNRPC Federal Lands Disposal subcommittee meeting is scheduled to consider land sale nominations on April 26th 2007.

1. APN: 125-19-802-006
Acreage: 19.498
General Plan: L
Zone: U
Location: 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
Nominated By Land Development & Investment Diversification
2. APN: 126-01-701-010
Acreage: 1.275
General Plan: PCD
Zone: U
Location: 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
Nominated By Focus Property Group
3. APN: 126-01-801-015
Acreage: 5.387
General Plan: PCD
Zone: U
Location: 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
Nominated By Focus Property Group

4. APN: 126-01-801-019
Acreage: 5.289
General Plan: PCD
Zone: U
Location: 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
Nominated By Focus Property Group

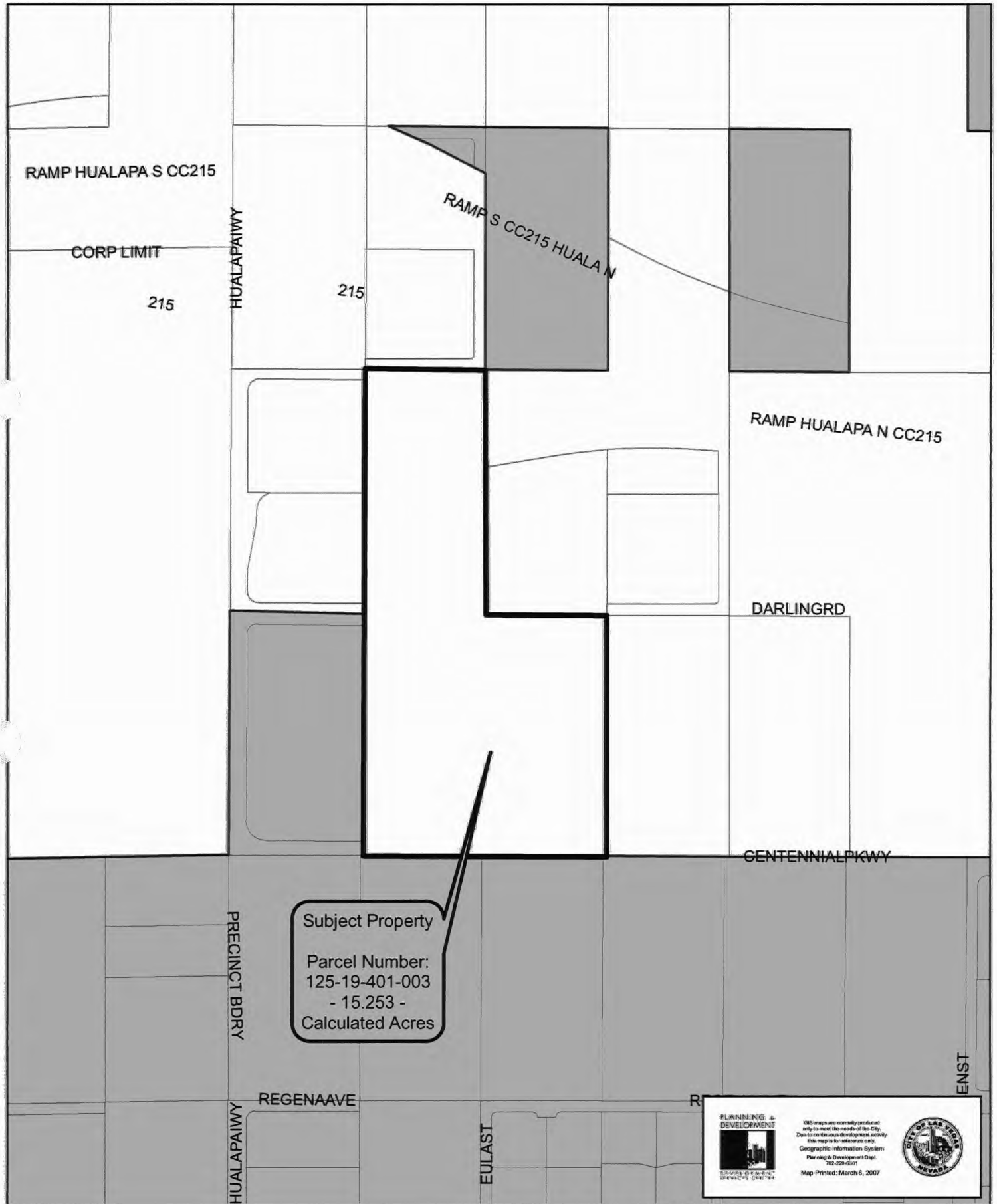
5. APN: 125-19-401-003
Acreage: 15.253
General Plan: R
Zone: R-E
Location: North of Centennial Parkway, approximately 370 feet east of Hualapai Way
Pt. E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ section 01, T 19 S, R 59 E
Nominated By Focus Property Group

Spring 2008 - BLM Land Sale Nominations

 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.
702-228-6301
Map Printed: March 6, 2007

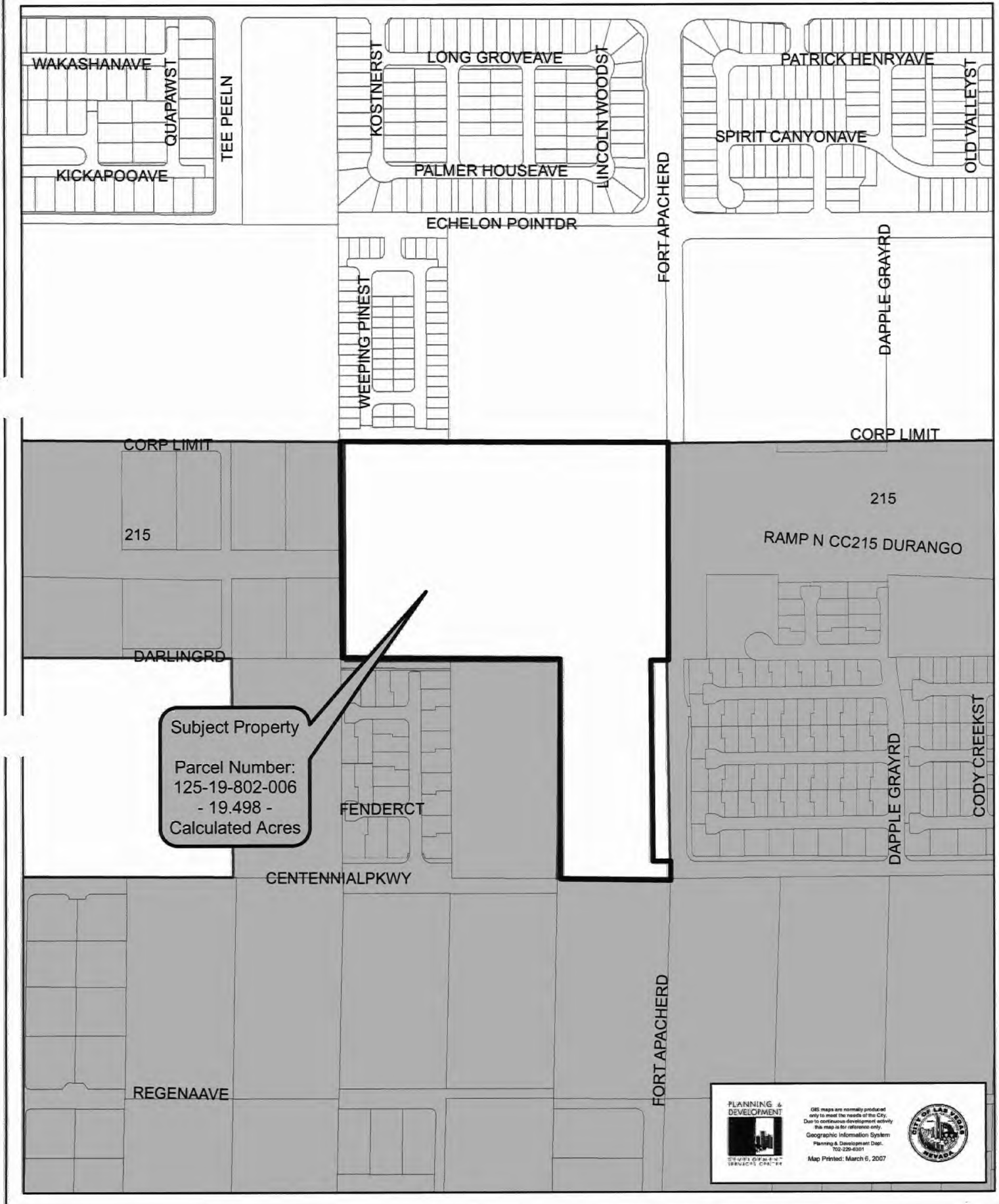


Spring 2008 - BLM Land Sale Nominations

 City of Las Vegas

City of Las Vegas

 Clark County



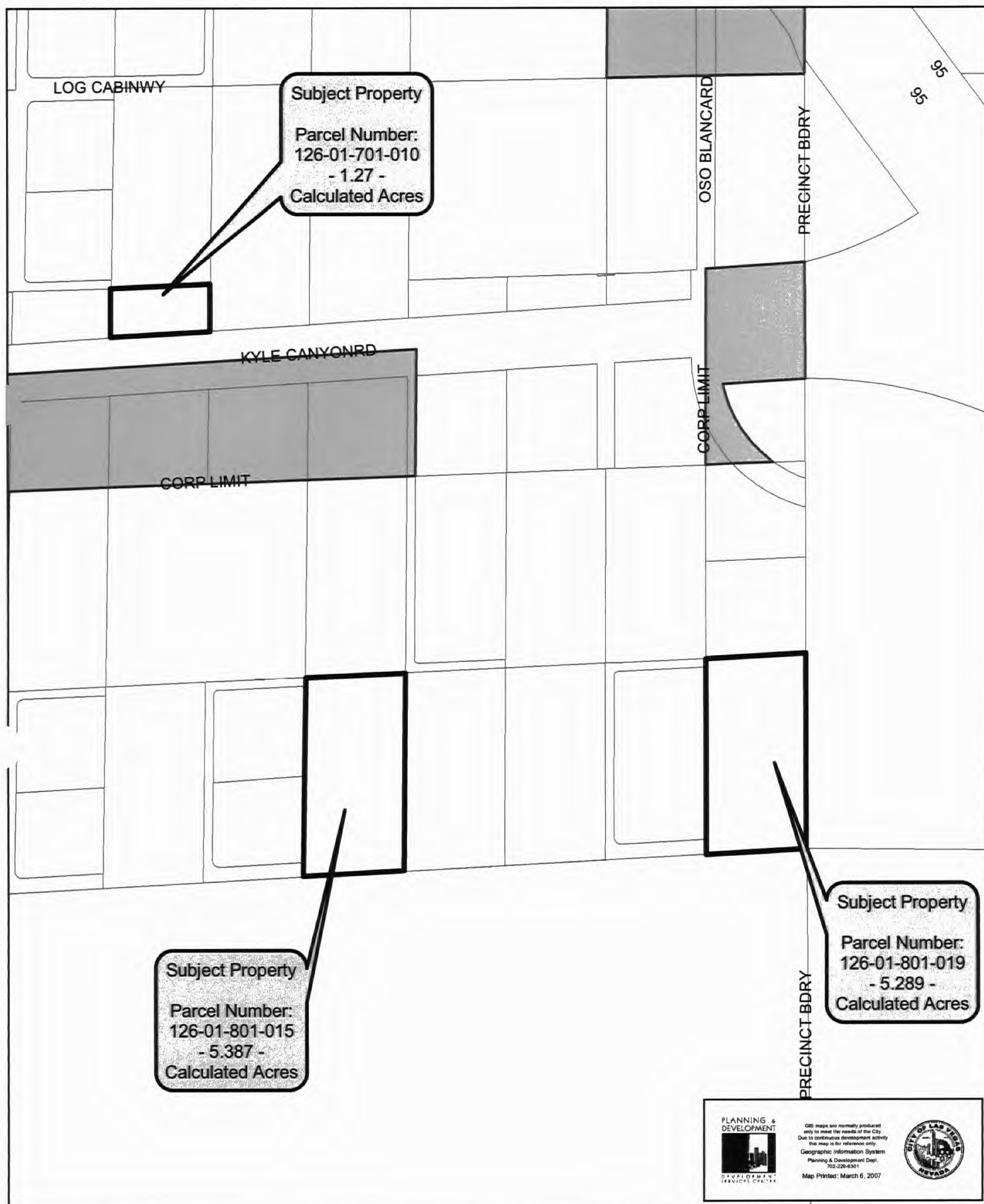
GIS maps are normally produced only to meet the needs of this City. Due to continuous development activity this map is for reference only. Geographic Information System Planning & Development Dept. 702-259-6301 Map Printed: March 6, 2007



☐ City of Las Vegas

City of Las Vegas

 Clark County



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of an Encroachment Request from Nevada by Design on behalf of WCA Enterprise, LLC, owner (southwest corner of Ackerman Avenue and Durango Drive) - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐ Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This request is for an approximate 2.5-foot wide area of landscaping on the north side of the sidewalk located on the south side of Ackerman Avenue extending approximately 259-feet westward from Durango Drive, consisting of trees, shrubs, ground cover and an irrigation system for the proposed Durango/Grand Teton Shopping Center. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (southwest corner of Ackerman Avenue and Durango Drive)

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

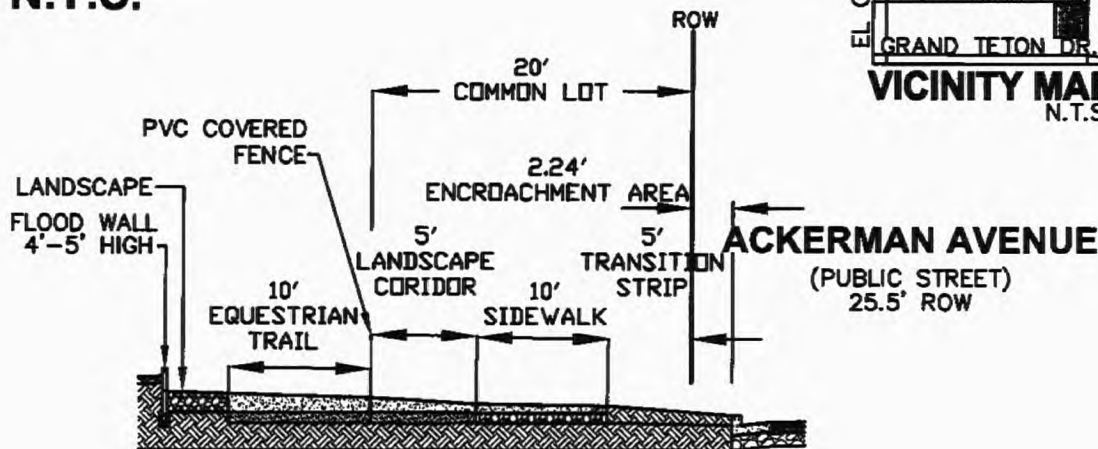
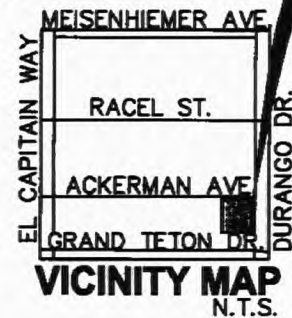
Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

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



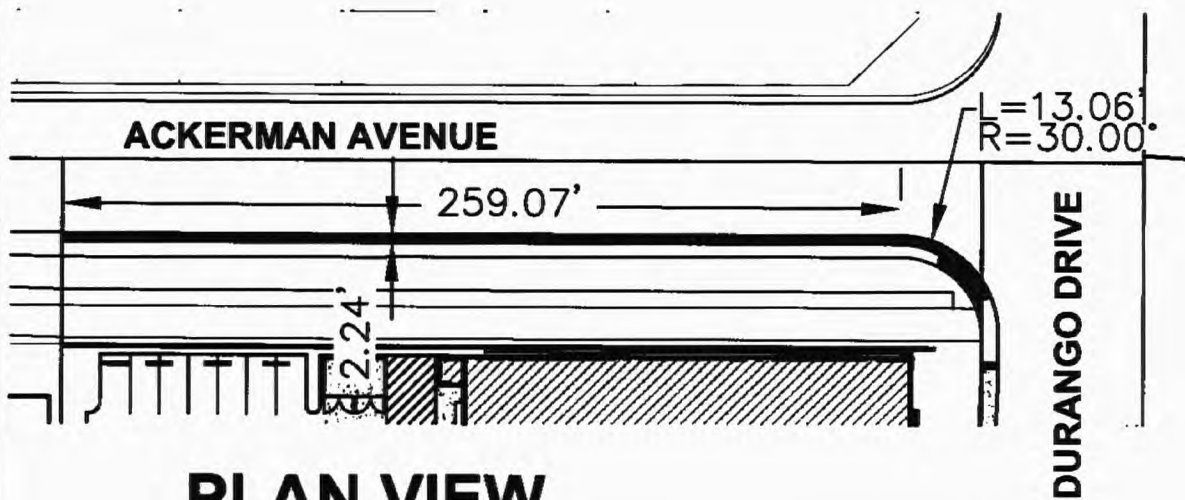
EXHIBIT "A"

PROJECT SITE



TYPICAL SECTION

N.T.S.



PLAN VIEW

N.T.S.

Nevada By Design
ENGINEERING CONSULTANTS
3515 East Harmon Avenue
Las Vegas, NV 89121
Phone: (702) 938-1525 - Fax: (702) 938-1530
www.nvbydesign.com

**DURANGO & GRAND TETON
ENCROACHMENT EXHIBIT**

DRAWN BY: JDA	JOB NO.: CE05432
DATE: 01/26/07	SHT. 1 OF 1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of an Encroachment Request from Pulte Homes on behalf of PN II, Incorporated, owner (Desert Hope Drive south of Cliff Shadows Parkway) - Ward 4 (Brown)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This request is for landscaping of the first median just south of Cliff Shadows Parkway located in the future Desert Hope Drive, extending southward from Cliff Shadows Parkway for approximately 565-feet, also approximately 28-feet of landscaping of the second median located approximately 600-feet southward of Cliff Shadows Parkway, consisting of trees, shrubs, ground cover and an irrigation system for the proposed Summerlin Village 26 Desert Hope Drive Access Road for Reverence. 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" (Desert Hope Drive)
2. Copy of Encroachment Exhibit "B" (Desert Hope Drive typical section)

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

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

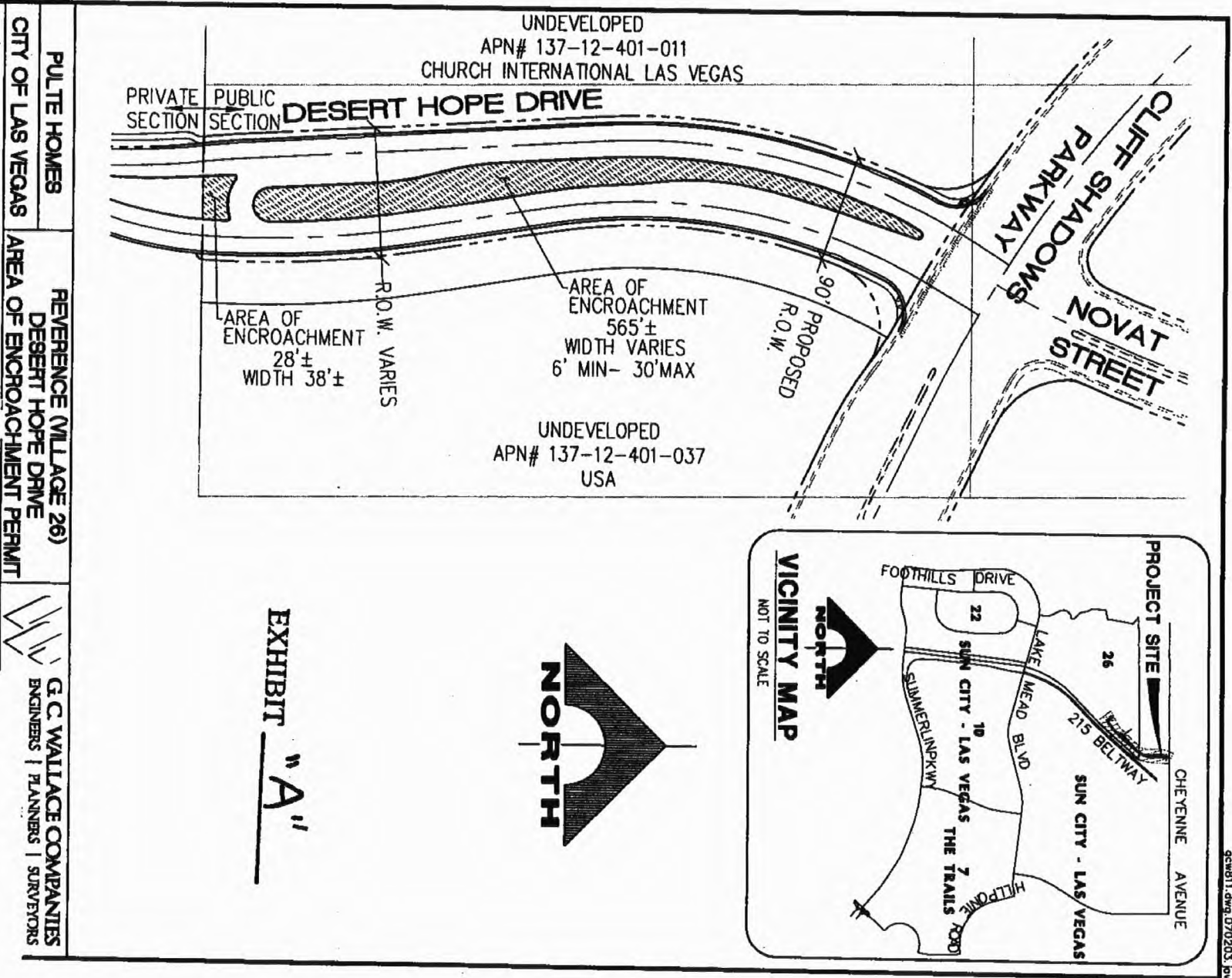


EXHIBIT "A"

PULTE HOMES	REVERENCE (VILLAGE 26)
CITY OF LAS VEGAS	DESERT HOPE DRIVE
	AREA OF ENCROACHMENT PERMIT
	G.C. WALLACE COMPANIES
	ENGINEERS PLANNERS SURVEYORS

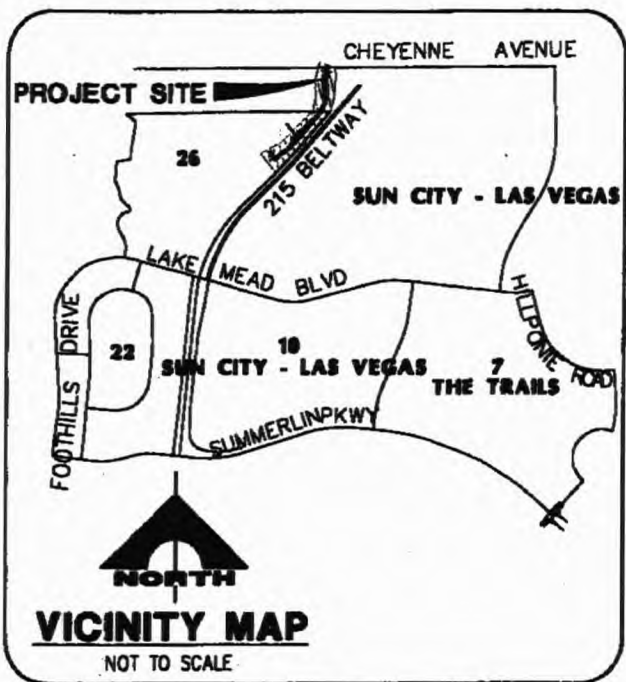
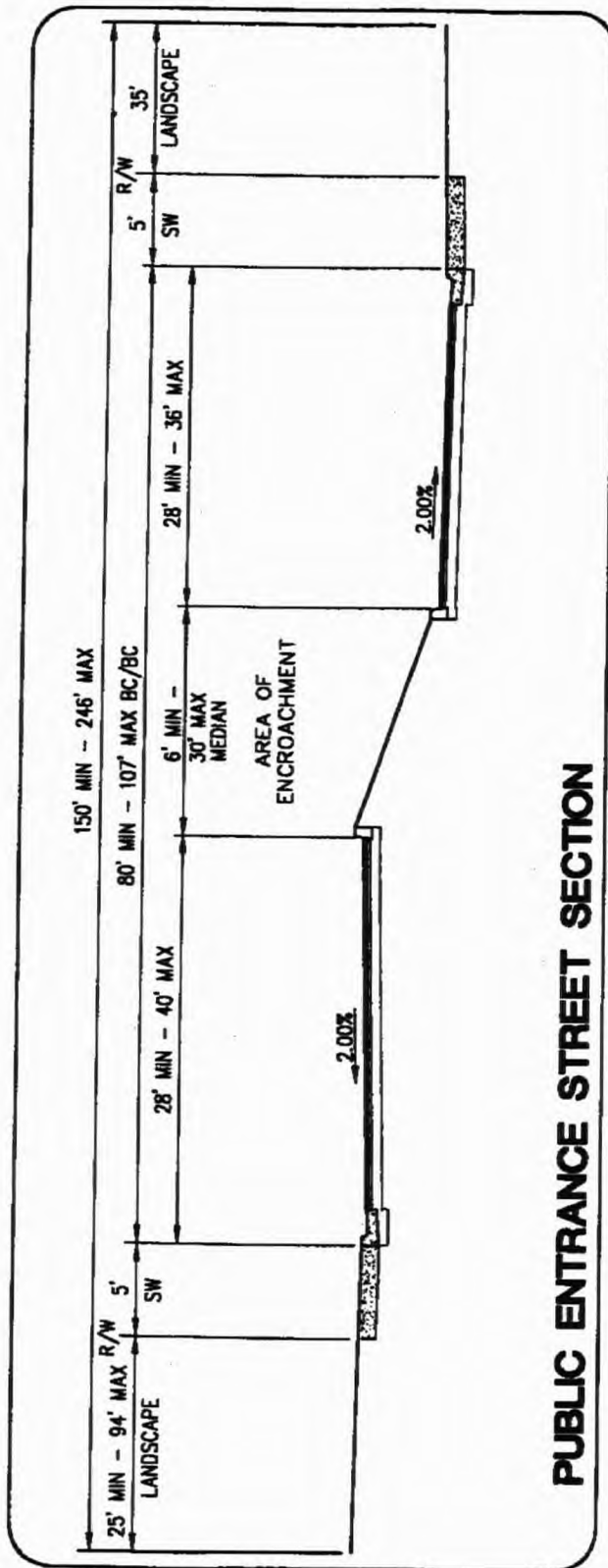


EXHIBIT "B"

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of an Encroachment Request from Complex Builders, Incorporated, on behalf of Gamnerdsiri, LLC, owner (northwest corner of Pinto Lane and Rose Street) - Ward 5

Fiscal Impact

☒

No Impact

☐ Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This request is for three, 4-foot by 4-foot tree-wells on the north side of Pinto Lane spaced approximately 25-feet apart extending westward from Rose Street. Also three, 4-foot by 4-foot tree-wells on the west side of Rose Street spaced approximately 25-feet apart between Pinto Lane and the property's driveway and one, 4-foot by 4-foot tree-well on the west side of Pinto Lane on the north side of the property's driveway. Each tree-well will consist of a tree-grate flush with the sidewalk, containing a tree and irrigation system to meet the Medical District landscaping requirements for the proposed Pinto-Rose Medical Office. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

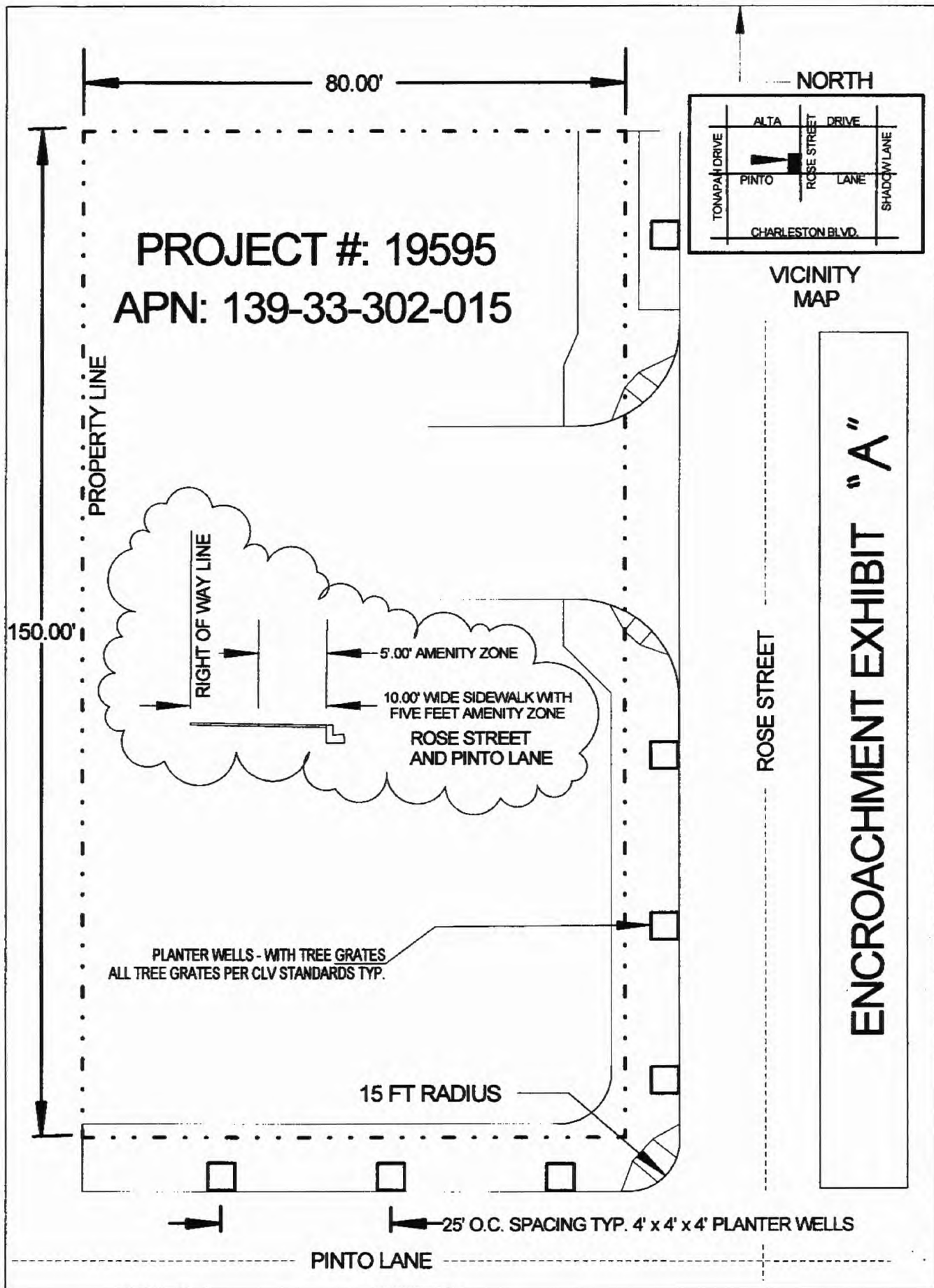
BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (northwest corner of Pinto Lane and Rose Street)

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

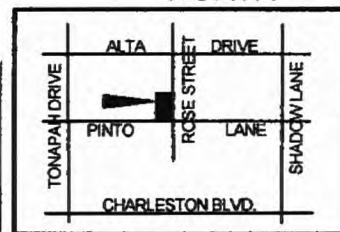
Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

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



PROJECT #: 19595
APN: 139-33-302-015

NORTH



VICINITY
MAP

ENCROACHMENT EXHIBIT "A"

ROSE STREET

PINTO LANE

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Encroachment Request from Lochsa Engineering on behalf of the State of Nevada, owner (southeast corner of Bonanza Road and Casino Center Boulevard) - Ward 5

Fiscal Impact

☒

No Impact

☐ **Augmentation Required**

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This request is for an approximate 10-foot to 19-foot wide area of landscaping on the south side of Bonanza Road extending eastward from Casino Center Boulevard for approximately 290-feet consisting of shrubs, an irrigation system and five, 36-inch tall, 7-foot diameter circular planters each holding a tree, shrubs and an irrigation system. Also an approximate 3-foot to 17-foot wide area of landscaping on the east side of Casino Center Boulevard extending approximately 229-feet southward from Bonanza Road consisting of shrubs, an irrigation system and one, 36-inch tall, 10-foot diameter circular planter that will hold a tree, shrubs and irrigation. The landscaping is for the proposed Campos Probation and Parole 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" (southeast corner of Bonanza Road and Casino Center Boulevard)
2. Copy of Encroachment Exhibit "B" (Casino Center Boulevard typical section)
3. Copy of Encroachment Exhibit "C" (Bonanza Road typical section)
4. Copy of Encroachment Exhibit "D" (Bonanza Road typical section)

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

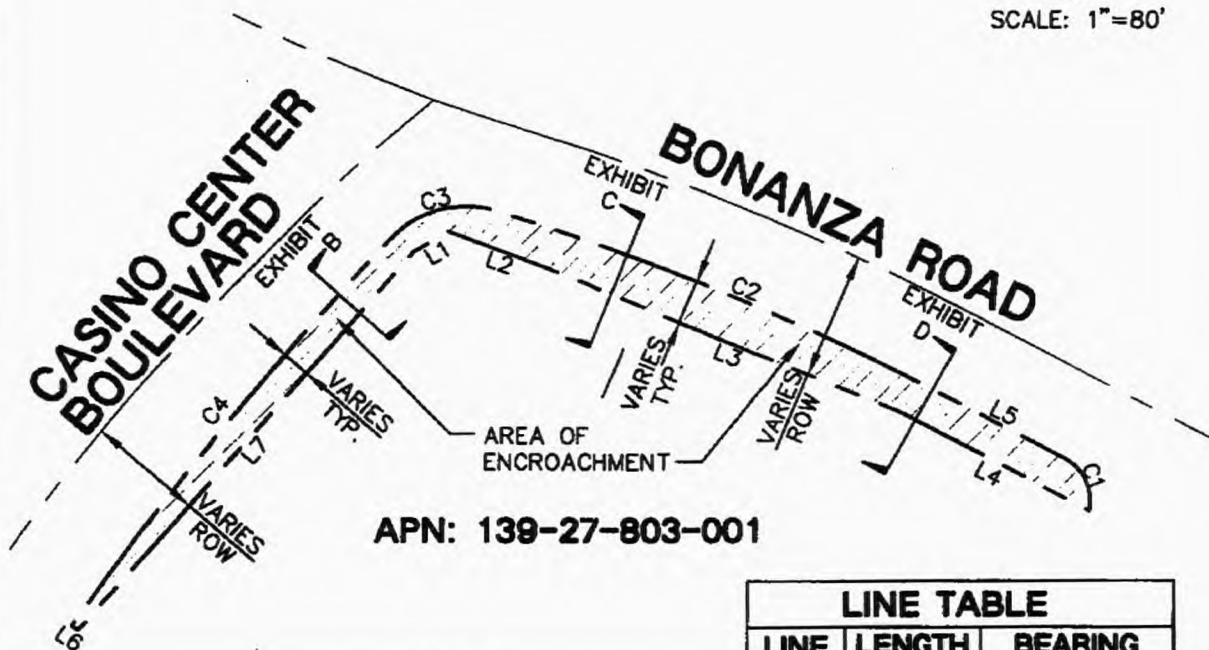
BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

APN: 139-27-803-001

EXHIBIT 'A'



SCALE: 1"=80'



APN: 139-27-803-001

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	25.57'	19.50'	75°08'34"	15.00'
C2	189.59'	964.50'	11°15'46"	95.10'
C3	47.10'	42.50'	63°30'00"	26.30'
C4	207.54'	1357.50'	8°45'35"	103.97'

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.27'	N59°33'35"E
L2	49.01'	S69°39'38"E
L3	153.43'	S67°28'02"E
L4	87.95'	S62°08'09"E
L5	69.12'	N62°08'09"W
L6	3.14'	S55°39'30"E
L7	209.42'	N40°52'04"E

LEGEND FOUND MONUMENTATION
 CENTER LINE _____
 ROW LINE _____
 EASEMENT LINE _____


FILE NAME: C051283-CLV ENCROACHMENT 1.dwg

 SECTION LINE _____
 PROPERTY LINE _____
 ADJACENT PROPERTY LINE _____

DRAWN BY: JWJ SCALE: 1"=80'

CHECKED BY: RLJ DATE: 02/20/07

**LOCHSA
ENGINEERING**

 6345 SOUTH JONES BLVD. SUITE 100
 LAS VEGAS, NV 89118
 P: 702 365-9312, F: 702 365-9317

**CITY OF LAS VEGAS
ENCROACHMENT**
**CAMPOS OFFICE
BUILDING PROBATION
AND PAROLE**

PROJECT No.:

051283

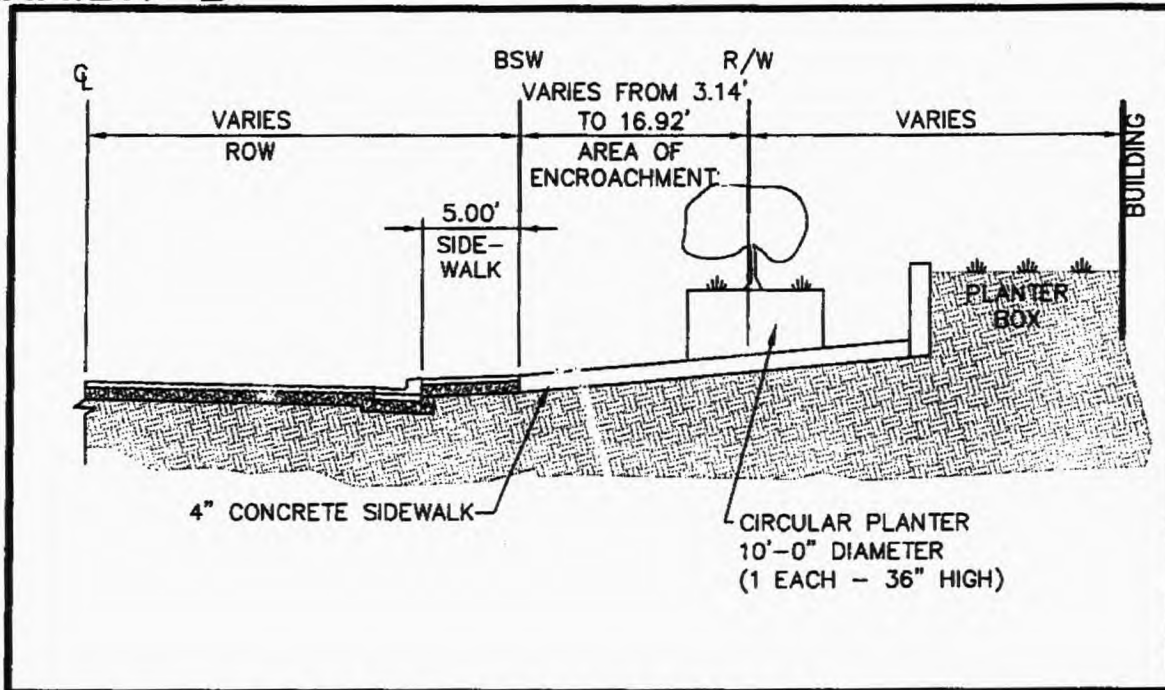
SHEET No.

C1

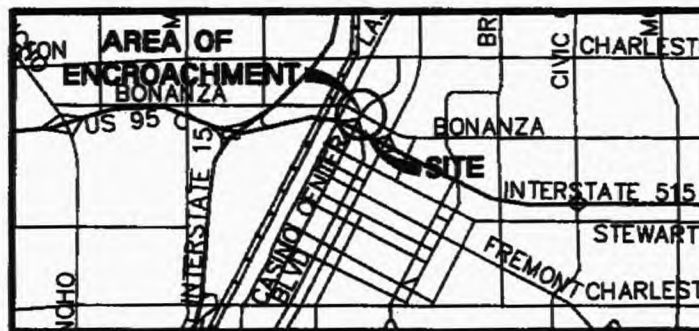
SHEET 1

APN: 139-27-803-001

EXHIBIT 'B'



**TYP. ENCROACHMENT SECTION
CASINO CENTER BOULEVARD**



VICINITY MAP

LEGEND FOUND MONUMENTATION

CENTER LINE ———
ROW LINE ———
EASEMENT LINE ———



FILE NAME: C051283-CLV ENCROACHMENT 2.dwg

SECTION LINE ———
PROPERTY LINE ———
ADJACENT PROPERTY LINE ———

DRAWN BY: JWJ SCALE: NTS
CHECKED BY: RLJ DATE: 01/18/07

**LOCHSA
ENGINEERING**

6345 SOUTH JONES BLVD. SUITE 100
LAS VEGAS, NV 89118
P: 702 365-9312, F: 702 365-9317

**CITY OF LAS VEGAS
ENCROACHMENT DETAILS
AND VICINITY MAP**

**CAMPOS OFFICE
BUILDING PROBATION
AND PAROLE**

PROJECT No.:

EDIT

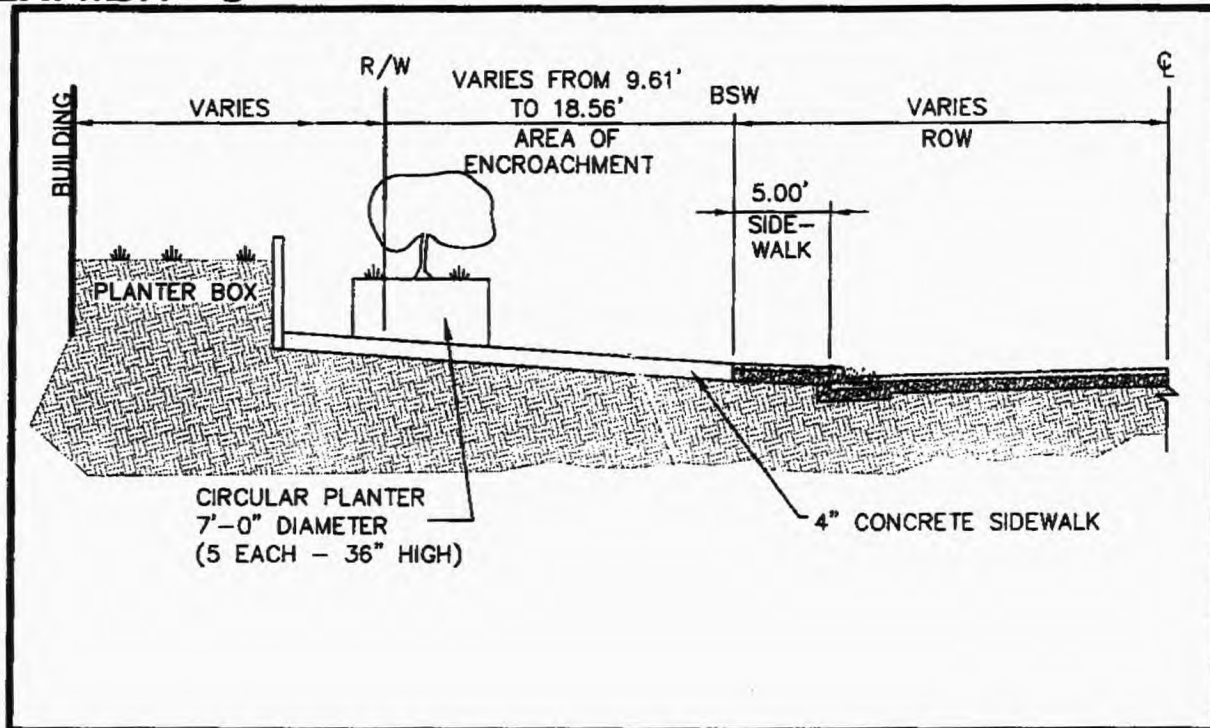
SHEET No.

C2

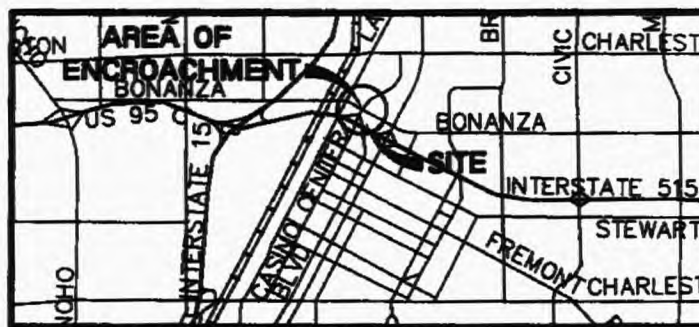
SHEET 2

APN: 139-27-803-001

EXHIBIT 'C'



TYP. ENCROACHMENT SECTION-BONANZA ROAD

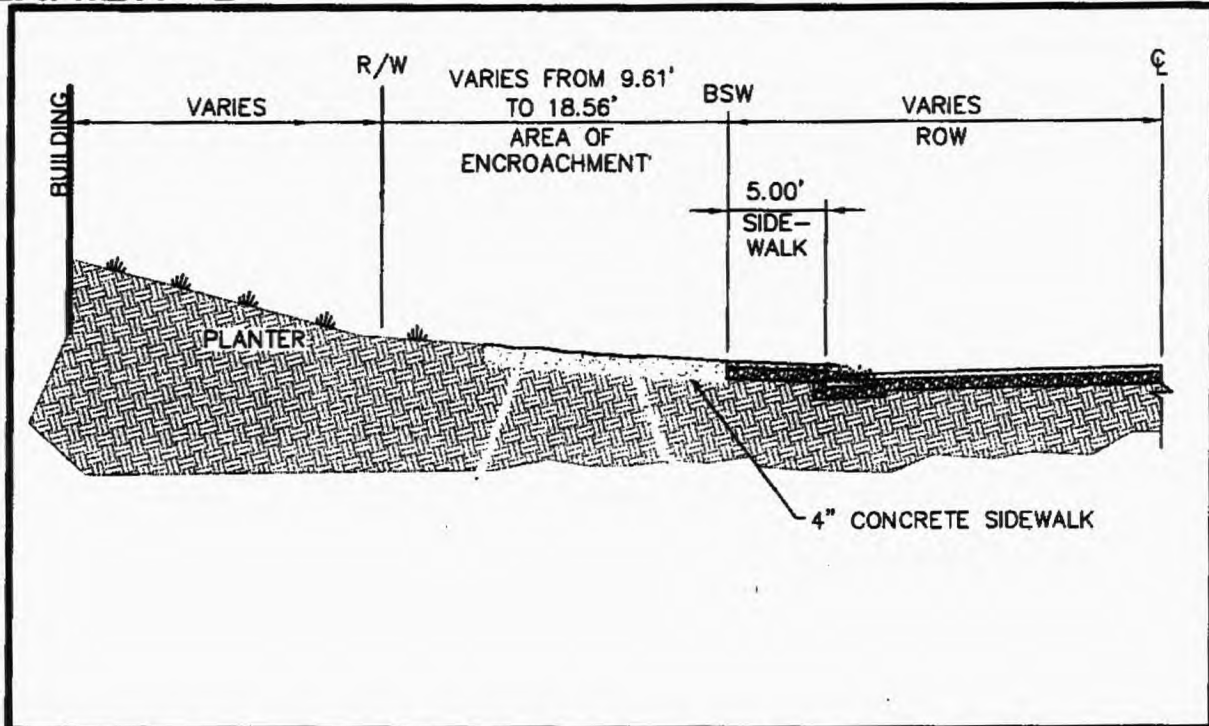


VICINITY MAP

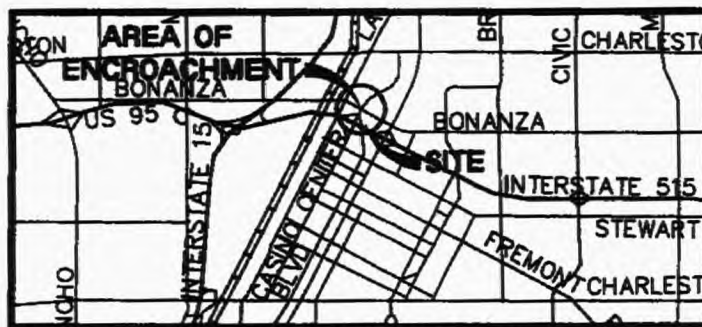
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CENTER LINE _____		SECTION LINE _____	
ROW LINE _____		PROPERTY LINE _____	
EASEMENT LINE _____		ADJACENT PROPERTY LINE _____	
DRAWN BY: JWJ	SCALE: NTS	CITY OF LAS VEGAS ENCROACHMENT DETAILS AND VICINITY MAP	PROJECT No.:
CHECKED BY: RLJ	DATE: 01/18/07		EDIT
LOCHSA ENGINEERING 6345 SOUTH JONES BLVD. SUITE 100 LAS VEGAS, NV 89118 P: 702 365-9312, F: 702 365-9317		CAMPOS OFFICE BUILDING PROBATION AND PAROLE	SHEET No. C3 SHEET 3

APN: 139-27-803-001

EXHIBIT 'D'



TYP. ENCROACHMENT SECTION-BONANZA ROAD



VICINITY MAP

LEGEND FOUND MONUMENTATION		FILE NAME: C051283-CLV ENCROACHMENT 4.dwg SECTION LINE ROW LINE PROPERTY LINE ADJACENT PROPERTY LINE	
CENTER LINE ——— ROW LINE ——— EASEMENT LINE ———			
DRAWN BY: JWJ	SCALE: NTS	CITY OF LAS VEGAS ENCROACHMENT DETAILS AND VICINITY MAP CAMPOS OFFICE BUILDING PROBATION AND PAROLE	
CHECKED BY: RLJ	DATE: 01/18/07		
LOCHSA ENGINEERING 6345 SOUTH JONES BLVD. SUITE 100 LAS VEGAS, NV 89118 P: 702 365-9312, F: 702 365-9317		PROJECT No.: EDIT SHEET No. C4 SHEET 4	

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Grant of Easement from Grayce Ohashi to the City of Las Vegas, a Municipal Corporation, for a portion of the Southeast Quarter of Section 5, Township 19 South, Range 60 East, Mount Diablo Meridian, for off-site sewer purposes to support the Kyle Canyon Gateway project generally located on the south side of Log Cabin Way between Four Views Street and Homestead Road, APN 125-05-702-001 - County (near Ward 6 - Ross)

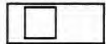
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Parcel Map

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

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

LOG CABIN WAY
SEWER EASEMENT
DESCRIPTION:

PROJECT NO. 784.016.2

DATE: 02-16-07
CALC. BY: KFO
CHECKED BY: DEH
DRAWN BY: KFO

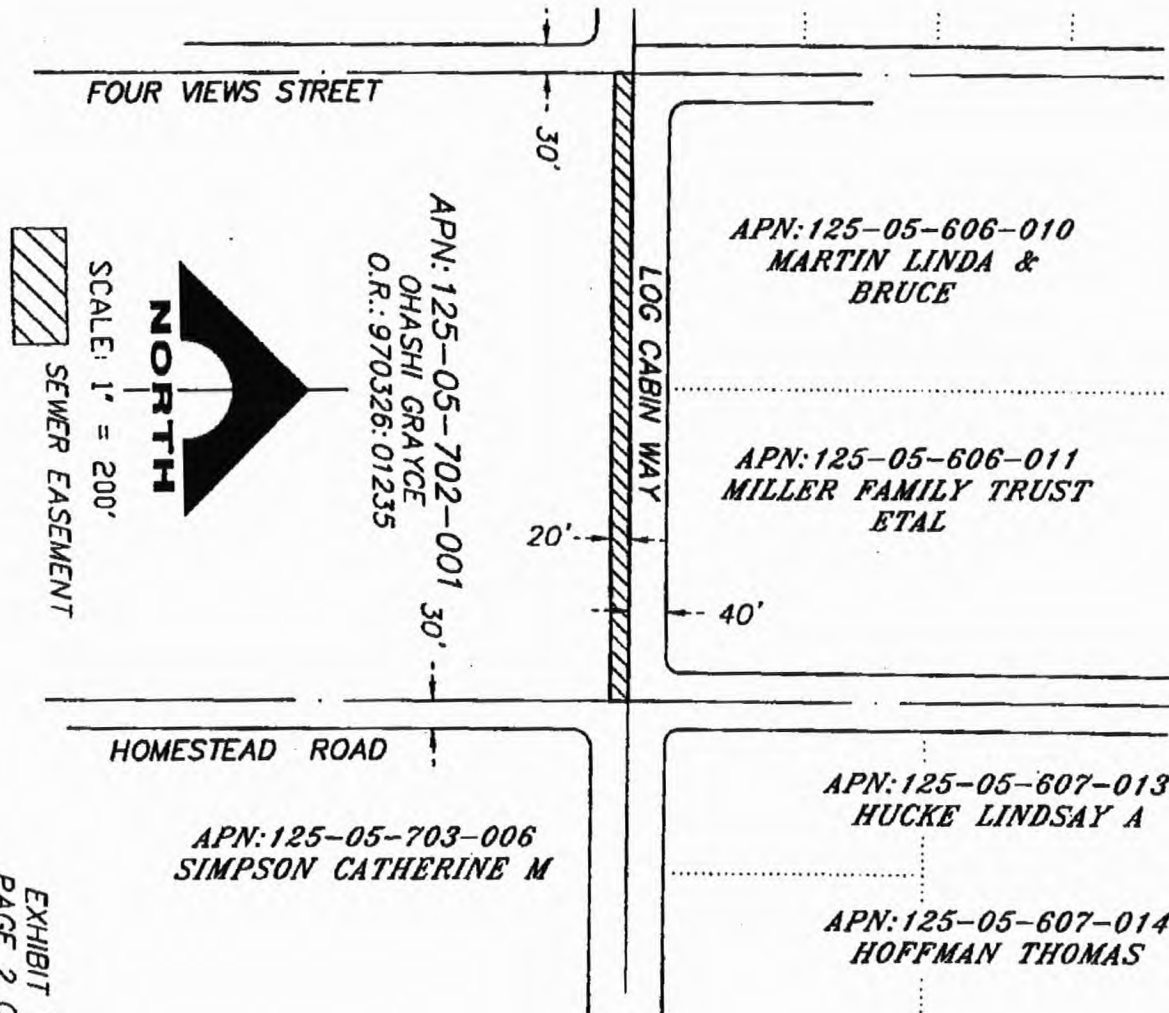


EXHIBIT "A"
PAGE 2 OF 2

R: \055\784\016.1\EXHIBITS\125-05-702-001-DED-REV20FT.dwg

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Supplemental No. 6 to Interlocal Contract 435f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase total project funding for engineering for Martin L. King Boulevard, Palomino Lane to Carey Avenue (\$750,000 - RTC) - Ward 5

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$750,000

Funding Source: RTC

Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

Supplemental No. 6 to Interlocal Contract 435f will increase total project funding for Martin L. King Boulevard, Palomino Lane to Carey Avenue. The increase is needed for construction engineering. The Regional Transportation Commission approved this contract at its March 8, 2007 Board meeting. Total cost of the project shall not exceed \$6,350,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental No. 6 to Interlocal Contract 435f

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

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

**SUPPLEMENTAL INTERLOCAL NO 6 TO THE CONTRACT FOR
MARTIN L. KING, PALOMINO LANE TO CAREY AVENUE**

THIS SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 9TH day of APRIL, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

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

WHEREAS, the parties have executed an Interlocal Contract dated March 13, 2003 and Supplemental Interlocal Contracts on June 12, 2003, August 11, 2005, March 9, 2006, December 14, 2006 and February 8, 2007 for the design, construction, and right-of-way of Martin L. King Boulevard, Palomino Lane to Carey Avenue; and

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

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

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

SECTION II - PROJECT COSTS

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

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$6,350,000 which includes all of the above items.
2. The City will be granted a revised "Authorization to Proceed" with engineering at a cost not to exceed \$2,375,000, preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$400,000 and construction at a cost not to exceed \$3,575,000 at the time written Authorization to Proceed is received from the RTC. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.
3. A written request must be made to the RTC and a supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

All other terms of the interlocal contract dated March 13, 2003 and Supplemental Interlocal Contracts dated June 12, 2003, August 11, 2005, March 9, 2006, December 14, 2006 and February 8, 2007 shall remain unchanged.

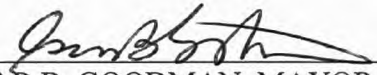
APPROVED AS TO LEGALITY AND FORM:

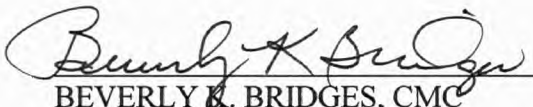

ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

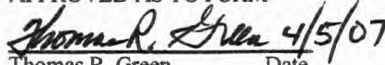
April 4, 2007
ATTEST:

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, MAYOR

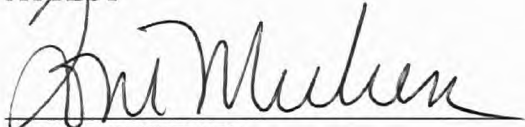

BEVERLY K. BRIDGES, CMC
ACTING CITY CLERK

APPROVED AS TO FORM

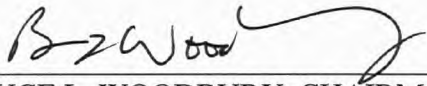
 4/5/07
Thomas R. Green Date
Deputy City Attorney

DATE OF COMMISSION ACTION:

3/8/07
ATTEST


TONI MICHENER
EXECUTIVE ASSISTANT

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA

By: 
BRUCE L. WOODBURY, CHAIRMAN

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Supplemental No. 2 to Interlocal Contract 516b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for engineering design, right-of-way engineering and acquisition for Jones Boulevard, Elkhorn Road to Horse Drive (\$495,000 - RTC) - Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$495,000

Funding Source: RTC

Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

Supplemental No. 2 to Interlocal Contract 516b will increase total project funding and encumber additional funding for engineering design, right-of-way engineering and acquisition for Jones Boulevard, Elkhorn Road to Horse Drive. The Regional Transportation Commission approved this contract at its March 8, 2007 Board meeting. Total cost of the project shall not exceed \$1,090,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental No. 2 to Interlocal Contract 516b

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

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

SUPPLEMENTAL NO. 2 TO INTERLOCAL CONTRACT

JONES BOULEVARD, ELKHORN ROAD TO HORSE DRIVE

THIS INTERLOCAL CONTRACT, made and entered into this 9TH day of APRIL, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on August 11, 2005 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Jones Boulevard, Elkhorn Road to Horse Drive, being located totally within the CITY; and

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

WHEREAS, the CITY desires to increase total contract and receive a revised authorization to proceed for the Project.

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

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

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

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$5,180,000 which includes all of the above items.

2. The City will be granted a revised "Authorization to Proceed" with engineering at a cost not to exceed \$730,000, preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$170,000 and acquisition at a cost not to exceed \$190,000 at the time written Authorization to Proceed is received from the RTC. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A supplemental interlocal contract will be required for construction and construction management.

4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

The remainder of the Interlocal Contracts dated August 11, 2005 and April 13, 2006 shall remain unchanged.

.....

.....

APPROVED AS TO LEGALITY AND FORM:

Zev Kaplan
ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

April 4, 2007
ATTEST:

By: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Beverly K. Bridges
BEVERLY K. BRIDGES, CMC
ACTING CITY CLERK

APPROVED AS TO FORM

Thomas R. Green 4/5/07
Thomas R. Green Date
Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

3/8/07
ATTEST

By: Bruce L. Woodbury
BRUCE L. WOODBURY, CHAIRMAN

Toni Michener
TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of Supplemental No. 1 to Interlocal Contract 529a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for right-of-way engineering and acquisition for Grand Teton Drive, Decatur Boulevard to Maverick Street (\$525,000 - RTC) - Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$525,000

Funding Source: RTC

Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

Supplemental No.1 to Interlocal Contract 529a will increase total project funding and encumber additional funding for right-of-way engineering and acquisition for Grand Teton Drive, Decatur Boulevard to Maverick Street. The Regional Transportation Commission approved this contract at its March 8, 2007 Board meeting. Total cost of the project shall not exceed \$1,035,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental No.1 to Interlocal Contract 529a

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

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

SUPPLEMENTAL NO. 1 TO INTERLOCAL CONTRACT

GRAND TETON DRIVE, DECATUR BOULEVARD TO MAVERICK STREET

THIS INTERLOCAL CONTRACT, made and entered into this 9TH day of April, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on April 13, 2006 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Grand Teton Drive, Decatur Boulevard to Maverick Street, being located totally within the CITY; and

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

WHEREAS, the CITY desires to increase total contract and receive a revised authorization to proceed for the Project.

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

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

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

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition,

utility relocation and construction shall not exceed \$3,821,000 which includes all of the above items.

2. The City will be granted a revised "Authorization to Proceed" with engineering at a cost not to exceed \$690,000, preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$125,000 and acquisition at a cost not to exceed \$220,000 at the time written Authorization to Proceed is received from the RTC. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A supplemental interlocal contract will be required for construction and construction management.

4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

The remainder of the Interlocal Contract dated April 13, 2006 shall remain unchanged.

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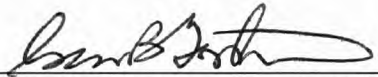
APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN, GENERAL COUNSEL

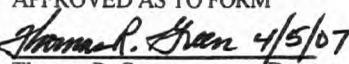
DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

April 4, 2007
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR

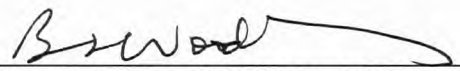

BEVERLY K. BRIDGES, CMC
ACTING CITY CLERK

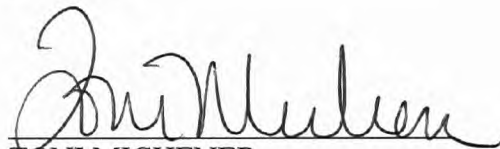
APPROVED AS TO FORM
 4/5/07
Thomas R. Green Date
Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

3/8/07
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of an Interlocal Agreement between the City of Las Vegas (City), Clark County and the Regional Transportation Commission of Southern Nevada (RTC) to accept right-of-way dedication along Grand Central Parkway to accommodate construction of the Downtown Connector Bus Rapid Transit Project - Ward 5

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The City of Las Vegas previously entered into an agreement with the Regional Transportation Commission to allow the City to provide design plans and specifications for roadway improvements necessary for implementation of the Rapid Transit Service to downtown Las Vegas. The RTC is reimbursing the City of costs incurred for the design. Additional right-of-way width along Grand Central Parkway within the City is required to accommodate exclusive Bus Rapid Transit lanes along Grand Central Parkway. This Interlocal Agreement provides for conveyance of this necessary right-of-way along Clark County's frontage at Grand Central Parkway to the City of Las Vegas.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

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

INTERLOCAL AGREEMENT
Regional Transportation Downtown Connector Project

This Interlocal agreement is made and entered into this _____ day of _____ 2007, by and between the County of Clark, Nevada, a political subdivision of the State of Nevada (hereinafter "County"), the City of Las Vegas (hereinafter called "CLV"), and the Regional Transportation Commission of Southern Nevada (hereinafter called "RTC") all of which collectively are the "Parties".

RECITALS

WHEREAS, one political subdivision may convey real property to another political subdivision pursuant to the authority of NRS 277.053 without charge if the property is used for a public purpose.

WHEREAS, County owns real property situated along the East side of Grand Central Parkway. Needed by CLV to expand Grand Central Parkway to provide for dedicated lanes, which will carry buses for the Downtown Connector Rapid Transit Project (hereinafter "Project") and; to assist in facilitating of the construction of the project the CLV through the RTC is willing to pay for all associated costs for the relocation of existing improvements on county property.

WHEREAS, the Parties desire to set forth the terms and conditions that will govern the agreement for the construction and relocation of the existing improvements and transfer of county property.

NOW, THEREFORE, the Parties agree as follows:

1. DESCRIPTION OF PREMISES

County agrees to convey to CLV upon completion of the Project, those premises described as follows: Approximately 40,027 square feet (0.92 acres), immediately adjacent to the east side of Grand Central Parkway from north property boundary line of Iron Horse Court and Grand Central Parkway to the SE corner of Grand Central Parkway and Bonneville Avenue, also known as a portion of Assessor's Parcel No. 139-33-710-002, more clearly defined in Exhibit "A" attached. In addition, County authorizes CLV and RTC to utilize during the term of this agreement, an area 15.00 feet in width immediately adjacent to the County property to be conveyed to facilitate the work authorized in this agreement, more clearly defined in Exhibit "B" attached.

2. Term

This Agreement shall commence upon approval by the parties and end December 31, 2008 or upon completion of the Project, whichever is sooner.

3. Construction Administration and Construction Completion and Costs

The RTC on behalf of the CLV shall administer the construction of the Project. CLV through RTC will to pay for all associated costs for relocation of fire hydrants, signage, traffic signals, sidewalks, curb, gutter, landscaping and any other associated facilities on County property in accordance with plans developed by RTC and approved by the County's Director of Real Property Management prior to any work being done on County property.

4. INSPECTIONS AND PERMITS

The CLV or RTC is responsible for obtaining all necessary permits required including but not limited to, any building or zoning permits or approvals necessary for construction. It shall be the sole responsibility of RTC to consult with other local agencies to determine what permits are needed and work with any and all utility companies to facilitate the location, removal of relocation or any utilities. County shall not be held responsible for any costs associated with any of the above.

5. MAINTENANCE

CLV shall be responsible for maintaining all roadway improvements after completion of the project.

6. INSURANCE

CLV and RTC at their expense shall, obtain and keep in force from the commencement of this agreement until the County property is conveyed to CLV, a policy of insurance, insuring County against any liability arising out of the use, occupancy and maintenance of County Property. County shall be named as additional insured on any such policies.

7. REVERSIONARY INTEREST

If for any reason the property described in Exhibit "A" attached to this agreement should cease to be used for the purpose for which it was granted, the property will immediately revert to the County of Clark.

8. NOTICES

TO COUNTY:

Clark County Department of Real Property Management
Sandra M. Norskog, Director
500 S. Grand Central Parkway, 4th floor
Las Vegas, NV 89106

TO CLV:

Dr. Douglas Selby, City Manager
City of Las Vegas
City Hall, 400 Stewart Avenue
Las Vegas, Nevada 89101

TO RTC:

Jacob L. Snow, General Manager
600 South Grand Central Parkway, Suite 350
Las Vegas, NV 89106

9. ENTIRE AGREEMENT

This agreement sets forth the entire understanding and agreement between the parties hereto and supersedes all previous communications, whether oral or written, with respect to the subject matter hereof.

10. THIRD PARTY BENEFICIARIES:

This agreement is intended only for the benefit of the Parties and not for the benefit of any other party.

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

County:

Clark County, Nevada

RTC:

Southern Nevada
Regional Transportation
Commission

By: _____
Rory Reid,
Chairman, Board of County Commissioners

By: _____
Bruce L. Woodbury, Chairman

ATTEST:

Shirley Parraguirre, County Clerk

Approved as to form:

CLV:

City of Las Vegas

Paul Johnson Date
Deputy District Attorney

By: _____
Oscar Goodman
Mayor, City of Las Vegas

Approved as to form:

Thomas R. Green 3/22/07
Thomas R. Green Date
Deputy City Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

RESOLUTIONS:

R-21-2007 - Approval of a Resolution concerning a proposed Special Improvement District within the Summerlin area, authorizing the execution and delivery of a deposit agreement with PN II, Incorporated, a Nevada Corporation, dba Pulte Homes of Nevada and related matters - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

PN II, Inc. dba Pulte Homes of Nevada (the Developer) has requested that the City form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 812 (Pulte-Summerlin). This Deposit and Reimbursement Agreement provides for a deposit in the amount of \$350,000 for the City to draw against as it incurs the expenses of creating and financing this new district.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Resolution No. R-21-2007
2. Deposit and Reimbursement Agreement

Motion made by GARY REESE to Strike Items 43 and 55

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

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

RESOLUTION NO. R-21-2007

A RESOLUTION CONCERNING A PROPOSED SPECIAL IMPROVEMENT DISTRICT AND APPROVING THE FORM OF A DEPOSIT AGREEMENT.

WHEREAS, the City Council (the "Council") of the City of Las Vegas (the "City") has received a proposal from PN II, Inc., a Nevada Corporation, dba Pulte Homes of Nevada (the "Developer") concerning a proposed Special Improvement District (the "District") to be formed pursuant to the City's Developer Special Improvement District Guidelines (the "Guidelines"); and

WHEREAS, pursuant to the Guidelines, the City's Director of Finance and Business Services (the "Finance Director") is to establish the amount of a deposit to pay the City's costs and expenses associated with the formation of the District, the levy of assessments, and the issuance of bonds; and

WHEREAS, the Council has been presented with the proposed form of the Deposit and Reimbursement Agreement between the City and the Developer (the "Agreement");

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

Section 1. The form, terms and provisions of the Agreement are approved, and the City shall enter into and perform its obligations under the Agreement in substantially the form of such document presented to the Council at this meeting, with only such changes therein as are required by the circumstances and are not inconsistent with this Resolution. The officers of the City are hereby authorized and directed to execute and deliver such documents as required hereby. The Council authorizes the staff to negotiate the particulars of the District and the financing with the Developer.

Section 2. Passage of this resolution does not obligate the City to create the District, issue bonds therefor, or to give any land use or other approvals to any projects in the District or elsewhere.

Section 3. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, previously repealed.

Section 4. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

PASSED, ADOPTED AND APPROVED this 4th day of April, 2007.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, CMC,
Acting City Clerk

Approved as to Form:

 3/23/07
Deputy City Attorney

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

I, Beverly K. Bridges, CMC, the duly chosen and qualified Acting 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 a resolution adopted by the City Council of the City (the "City Council") at a meeting held on April 4, 2007.

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

Those Voting Aye:

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

Those Voting Nay:

Those Absent:

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

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

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

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

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

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

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

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

7. A copy of such notice so given of the meeting of the City Council on April 4, 2007 is attached to this certificate as Exhibit "A."

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

(SEAL)

BEVERLY K. BRIDGES, CMC, Acting City Clerk

(EXHIBIT A)

(Attach copy of posted agenda)

**CITY OF LAS VEGAS, NEVADA
DEPOSIT AND REIMBURSEMENT AGREEMENT
PROPOSED SPECIAL IMPROVEMENT DISTRICT**

THIS DEPOSIT AND REIMBURSEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of April __, 2007, by and between the City of Las Vegas, Nevada (the “**City**”), and PN II, Inc., a Nevada Corporation, dba Pulte Homes of Nevada (the “**Developer**”).

WHEREAS, the Developer has requested that the City conduct proceedings pursuant to the provisions of Nevada Revised Statutes Chapter 271 to form a special improvement district within the City (the “**District**”), to levy special assessments, and to issue one or more series of bonds (the “**Bonds**”) to provide for the construction, acquisition, or furnishing of certain public improvements within the District; and

WHEREAS, the Developer owns real property that is included within the boundaries of the proposed District; and

WHEREAS, the Developer has agreed to advance moneys to be used by the Director of Finance and Business Services of the City (the “**Director of Finance**”) to pay costs and expenses associated with the formation of the District, the levy of assessments, and the issuance of Bonds, such advances being subject to reimbursement or credit upon a successful issuance of the Bonds or the termination or abandonment of such proceedings as provided herein; and

WHEREAS, the parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Developer.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. ADVANCEMENT OF MONEYS. The Developer shall advance moneys (the “**Moneys**”) to the Director of Finance as provided in Section 3 hereof, which Moneys shall be used by the City to pay costs generally described in Section 2 hereof. If the Moneys are not advanced in accordance with Section 3 hereof, the City shall not proceed with the issuance of Bonds.

SECTION 2. USE OF MONEYS ON DEPOSIT. The Director of Finance shall use the Moneys to pay costs and expenses, if any, incidental to or associated with the formation of the District, the levy of the assessments, and the issuance of Bonds (collectively, “**Financing Costs**”), including, without limitation, costs and expenses relating to the following, as applicable: (a) the property appraisal, (b) the absorption study, (c) noticing and publication expenses, (d) the assessment engineer, (e) District, assessment, and Bond administration, (f) Swendseid & Stern, a member in Sherman & Howard LLC, as Bond Counsel, (g) the City’s financial consultant, and (h) the City’s personnel and out-of-pocket costs. The scope of work and terms and conditions of the agreements for the foregoing advisors and special services will be subject to the Director of Finance’s approval or as outlined in agreements that will be on file in the Director of Finance’s office and available for inspection and review by the Developer. The Director of Finance shall maintain records of the payment of all Financing Costs and keep such

records on file and available for inspection and review by the Developer in the Director of Finance's office.

SECTION 3. DEPOSITS. The Developer shall deposit with the Director of Finance the initial amount of \$350,000 within five (5) business days after this Agreement is executed and delivered by the City. As additional Moneys are required, the Director of Finance shall make demand upon the Developer, and the Developer shall deposit such additional Moneys with the Director of Finance within five (5) business days of receipt of such demand. The Director of Finance shall cause all Moneys received from the Developer to be deposited into a separate interest-bearing account maintained by or at the direction of the Director of Finance. All interest or other amounts earned on Moneys in such account shall be held in such account for the payment of Financing Costs or otherwise applied as set forth in Section 4 hereof.

SECTION 4. REIMBURSEMENT. If the District proceedings are unsuccessful and are terminated or abandoned prior to the issuance of the Bonds, the Director of Finance shall transfer to the Developer all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 3 hereof, exclusive of Moneys necessary to pay Financing Costs or portions thereof that have been actually incurred, are not payable contingent upon the successful issuance of the Bonds, and are due and owing as of the date of such termination or abandonment.

The Developer shall have the following options upon the successful issuance of the Bonds:

- A. The Developer may direct the City to reimburse the Developer for the Moneys, and the interest thereon, previously advanced by the Developer from the proceeds of the Bonds;
- B. The Developer may direct the City to return unexpended Moneys, and the interest thereon, to Developer; or
- C. The Developer may direct the City to do any combination of the above.

SECTION 5. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will proceed with the issuance of the Bonds, and the City expressly reserves the right to terminate or abandon the proceedings at any time prior to the issuance of the Bonds, if in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Clark County, Nevada, as of the date and year first herein above written.

CITY OF LAS VEGAS

Mayor
City of Las Vegas

Acting City Clerk
City of Las Vegas

PN II, INC.,
a Nevada Corporation,
dba Pulte Homes of Nevada

By: _____
Title: _____

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

RESOLUTIONS:

R-22-2007 - Approval of a Resolution concerning Special Improvement District Nos. 810 and 811 (Summerlin Area) accepting the petitions and authorizing staff to negotiate with the developer (the Howard Hughes Corporation) for the formation of the districts - Ward 2 (Wolfson)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

The City of Las Vegas, Special Improvement District Guidelines dated December 2, 1992, requires the developer submit a petition and application to initiate the formation of a Special Improvement District. These documents have been received, and direction from the City Council is desired to authorize staff to begin negotiating the particulars of the financing. The proposed Districts will include street projects, storm sewer projects, sanitary sewer projects and water projects.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Resolution No. R-22-2007

Motion made by GARY REESE to Approve Items 15, 16, 18-32, 34-42, and 44

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

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

RESOLUTION NO. R-22-2007

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 810 (SUMMERLIN VILLAGE 23B) AND CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 811 (SUMMERLIN VILLAGE 24); ACCEPTING PETITIONS FOR THE FORMATION OF THE DISTRICTS; AUTHORIZING STAFF TO NEGOTIATE WITH THE DEVELOPER FOR THE FORMATION OF THE DISTRICTS; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the City Council (the "Council") of the City of Las Vegas (the "City"), in the State of Nevada, pursuant to the City's Special Assessment Guidelines (the "Guidelines"), requires the submission of a petition (a "Petition") and an application to initiate the formation of a special assessment district; and

WHEREAS, the Howard Hughes Corporation (the "Developer") has submitted petitions and applications to form two special improvement districts (the "Districts"); and

WHEREAS, the Council now desires to accept the petitions and to authorize staff to begin negotiating the particulars of the financings.

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

Section 1. Pursuant to the Guidelines, the Council hereby accepts the Petitions for the Districts. The Council authorizes the staff to begin to negotiate the particulars of the financing with the Developer.

Section 2. The Districts shall be known as the City of Las Vegas, Nevada, Special Improvement District No. 810 (Summerlin Village 23B) and City of Las Vegas, Nevada, Special Improvement District No. 811 (Summerlin Village 24).

Section 3. All action, proceedings, matters and things heretofore taken, had and done by the City, and the officers thereof (not inconsistent with the provisions of this resolution), concerning the Districts, be, and the same hereby are, ratified, approved and confirmed.

Section 4. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution, including, without limiting the generality of the foregoing, the preparation of all

further necessary contract documents, legal proceedings, and other items necessary or desirable for the acquisition of the improvements and for the completion of the Districts.

Section 5. Passage of this resolution does not obligate the City to create the Districts, issue bonds therefore, or to give any approvals to any projects in the Districts or elsewhere.

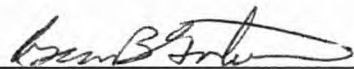
Section 6. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

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

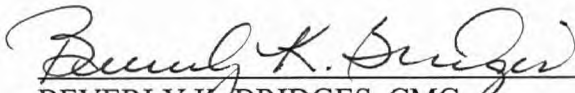
PASSED AND APPROVED APRIL 4, 2007.

(SEAL)

Attest:

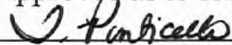


OSCAR B. GOODMAN, Mayor



BEVERLY K. BRIDGES, CMC,
Acting City Clerk

Approved as to form:

 3/23/07

Deputy City Attorney

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

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

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a meeting held on April 4, 2007.

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

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

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

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

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

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

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

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

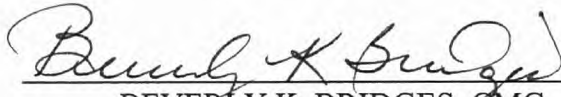
5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain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

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

7. A copy of such notice so given of the meeting of the City Council on April 4, 2007, is attached to this certificate as Exhibit "A."

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

(SEAL)



BEVERLY K. BRIDGES, CMC,
Acting City Clerk



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.

April 4, 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 - GEORGE CHEHADE, MINISTER, VETERANS IN POLITICS INTERNATIONAL
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE BONANZA HIGH SCHOOL ARMY R.O.T.C. FOR COMMUNITY SERVICE
7. RECOGNITION OF NATIONAL TARTAN DAY
8. RECOGNITION OF APRIL AS THE MONTH OF MIRACLES
9. RECOGNITION OF THE BIG READ 2007
10. PRESENTATION BY URBAN AVENUE MAGAZINE

11. RECOGNITION OF THE CITY'S DIVERSITY PROGRAM FOR EARNING A NATIONAL LEAGUE OF CITIES AWARD

BUSINESS ITEMS - MORNING

12. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
13. Approval of the Final Minutes by reference of the regular City Council meeting of March 7, 2007 and the Special City Council meeting – Budget Workshop of March 14, 2007
14. Discussion and possible action to fill the vacant City Council seat for Ward 5

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

BUSINESS DEVELOPMENT - 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 located at 2400 N. Tenaya Way, commonly known as Las Vegas Technology Center (APN 138-15-810-009) - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

17. Approval of a Special Event Alcoholic Beverage License for A Time In History Inc, Location: Freedom Park, 850 North Mojave Road, Date: April 29, 2007, Type: Special Event General Alcoholic Beverage, Event: Hispanic Festival, Responsible Person in Charge: Lori Yerger - Ward 3 (Reese)
18. Approval of a Special Event Alcoholic Beverage License for Four Queens Hotel and Casino, Location: In front of the Four Queens Valet, Casino Center north on Carson, 222 Fremont Street, Dates: April 6 - 8, 2007, Type: Special Event Beer/Wine, Event: Vegas Grand Prix, Responsible Person in Charge: Ken Johnson - Ward 3 (Reese)
19. Approval of a Special Event Alcoholic Beverage License for G C Arts, Location: 1217 South Main Street, Date: April 6, 2007, Type: Special Event Beer/Wine, Event: Art Exhibit Opening Reception, Responsible Person in Charge: Emily Strongin - Ward 3 (Reese)
20. Approval of a Special Event Alcoholic Beverage License for Gold Spike Hotel & Casino, Location: 400 East Ogden, Dates: April 6 - 8, 2007, Type: Special Event General, Event: Vegas Grand Prix, Responsible Person in Charge: Jules Carralero - Ward 5
21. Approval of a Special Event Alcoholic Beverage License for Main Street Station Hotel & Casino, Location: Main Street Station Parking Lot, 200 North Main Street, Dates: April 6 - 8, 2007, Type: Special Event Beer/Wine, Event: Vegas Grand Prix, Responsible Person in Charge: Lane Conley - Ward 5

22. Approval of a Special Event Alcoholic Beverage License for Union Plaza Hotel Casino, Location: 1 South Main Street, Dates: April 6 - 8, 2007, Type: Special Event General, Event: Vegas Grand Prix, Responsible Person in Charge: Jules Carralero - Ward 5
23. Approval of a Special Event Alcoholic Beverage License for Wolfgang Puck Catering, Location: World Market Center, 495 South Grand Central Parkway, Dates: April 6 - 8, 2007, Type: Special Event General, Event: Vegas Grand Prix, Responsible Person in Charge: Gene Thomas Brady, Jr. - Ward 5
24. Approval of Change of Ownership for a Tavern License, From: Cornerstone Productions, Inc., dba T G I Fridays, Bradford L. Honigfeld, Pres, Secy, Treas, Dir, 100%, To: Briad Restaurant Group, LLC, dba T G I Fridays, 4570 West Sahara Avenue, Bradford L. Honigfeld, Mgr, 100% - Ward 1 (Tarkanian)
25. Approval of a new Restricted Gaming License for 7 slots subject to the confirmation of approval by the Nevada Gaming Commission, General Merchandise Service Corporation, dba Lucky Mart, 823 East Ogden Avenue, Basim L. Shabo, Dir, Pres, Secy, Treas, 100% - Ward 5
26. Approval of a new Burglar Alarm Service License, A P X Alarm Security Solutions, Inc., dba A P X Alarm Security Solutions, Inc., 5132 North 300 W, Utah, Todd R. Pedersen, Pres, CEO, Keith W. Nellesen, Sr. VP, CFO and Shawn M. Brenchley, Sr. VP - Utah

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

27. Approval of revision to Purchase Order No. 220874 for Annual Requirements Contract for Gasoline and Regular Diesel Fuel - Department of Field Operations - Award recommended to: HAYCOCK PETROLEUM CO. (\$800,000 - Automotive Operations Internal Services Fund)
28. Approval of revision to Purchase Order No. 220877 for Annual Requirements Contract for Gasoline and Biodiesel Blend Fuel - Department of Field Operations - Award recommended to: HAYCOCK PETROLEUM CO. (\$200,000 - Automotive Services Internal Service Fund)
29. Approval of Agreement No. 070326-DC, Asbestos and Lead-based Paint Abatement Monitoring Related to the Exterior Window Rehabilitation at the Post Office (POST Modern) Building located at 301 Stewart Avenue - Department of Public Works - Award recommended to: NINYO & MOORE (\$58,010 - Parks and Leisure Activities Capital Projects Fund) - Ward 5
30. Approval of revision to Purchase Order No. 236222 for Annual Requirements Contract for Concrete Replacement and Asphalt Patching - Department of Field Operations - Award recommended to: MIKON CONSTRUCTION CO., INC. (\$300,000 - Street Maintenance Special Revenue Fund) - All Wards
31. Approval of Contract No. 070277-DC, Right-of-Way Acquisition Services for the Charleston Bus Turnout Project - Department of Public Works - Award recommended to: UNIVERSAL FIELD SERVICES, INC. (\$67,000 - Road and Flood Capital Projects Fund) - Ward 3 (Reese)

FIRE & RESCUE - CONSENT

32. Approval of a donation from the Fireman's Fund Heritage Program in the amount of \$23,491 to purchase a Modeltech International Inc. Hazard/Fire Safety House - All Wards

PLANNING & DEVELOPMENT - CONSENT

33. Approval of parcels recommended for disposal at the Spring 2008 Bureau of Land Management Public Land Sale - Ward 6 (Ross)

PUBLIC WORKS - CONSENT

34. Approval of an Encroachment Request from Nevada by Design on behalf of WCA Enterprise, LLC, owner (southwest corner of Ackerman Avenue and Durango Drive) - Ward 6 (Ross)

35. Approval of an Encroachment Request from Pulte Homes on behalf of PN II, Incorporated, owner (Desert Hope Drive south of Cliff Shadows Parkway) - Ward 4 (Brown)
36. Approval of an Encroachment Request from Complex Builders, Incorporated, on behalf of Gamnerdsiri, LLC, owner (northwest corner of Pinto Lane and Rose Street) - Ward 5
37. Approval of an Encroachment Request from Lochsa Engineering on behalf of the State of Nevada, owner (southeast corner of Bonanza Road and Casino Center Boulevard) - Ward 5
38. Approval of a Grant of Easement from Grayce Ohashi to the City of Las Vegas, a Municipal Corporation, for a portion of the Southeast Quarter of Section 5, Township 19 South, Range 60 East, Mount Diablo Meridian, for off-site sewer purposes to support the Kyle Canyon Gateway project generally located on the south side of Log Cabin Way between Four Views Street and Homestead Road, APN 125-05-702-001 - County (near Ward 6 - Ross)
39. Approval of Supplemental No. 6 to Interlocal Contract 435f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase total project funding for engineering for Martin L. King Boulevard, Palomino Lane to Carey Avenue (\$750,000 - RTC) - Ward 5
40. Approval of Supplemental No. 2 to Interlocal Contract 516b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for engineering design, right-of-way engineering and acquisition for Jones Boulevard, Elkhorn Road to Horse Drive (\$495,000 - RTC) - Ward 6 (Ross)
41. Approval of Supplemental No. 1 to Interlocal Contract 529a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for right-of-way engineering and acquisition for Grand Teton Drive, Decatur Boulevard to Maverick Street (\$525,000 - RTC) - Ward 6 (Ross)
42. Approval of an Interlocal Agreement between the City of Las Vegas (City), Clark County and the Regional Transportation Commission of Southern Nevada (RTC) to accept right-of-way dedication along Grand Central Parkway to accommodate construction of the Downtown Connector Bus Rapid Transit Project - Ward 5

RESOLUTIONS - CONSENT

43. R-21-2007 - Approval of a Resolution concerning a proposed Special Improvement District within the Summerlin area, authorizing the execution and delivery of a deposit agreement with PN II, Incorporated, a Nevada Corporation, dba Pulte Homes of Nevada and related matters - Ward 4 (Brown)
44. R-22-2007 - Approval of a Resolution concerning Special Improvement District Nos. 810 and 811 (Summerlin Area) accepting the petitions and authorizing staff to negotiate with the developer (the Howard Hughes Corporation) for the formation of the districts - Ward 2 (Wolfson)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

45. Report from the City Manager on Emerging Issues
46. Discussion and possible action concerning the status of 2007 legislative issues - All Wards
47. Discussion and possible action to approve the Amendment to Settlement Agreement between and through the Las Vegas City Employees Association and the City of Las Vegas (\$93,797 Salary + \$37,518 Benefits - General Fund)
48. Discussion and possible action to award 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) - (\$460,000 - General Fund) - Ward 6 (Ross)

49. Discussion and possible action on the proposed operational plan for the Centennial Hills Active Adult Center located at 6601 North Buffalo Drive (\$120,000 General Fund) - Wards 3, 5 and 6 (Reese and Ross)
50. Discussion and possible action to extend the four (4) month moratorium on the acceptance of any and all new applications for Special Use Permits (SUP) for Off-Premise Outdoor Advertising (Billboard) signs for ninety (90) days - All Wards

ADMINISTRATIVE SERVICES - DISCUSSION

51. Discussion and possible action to accept the Floyd Lamb Park Master Plan that was presented to the Planning Commission on March 8, 2007 - Ward 6 (Ross)

CITY ATTORNEY - DISCUSSION

52. Discussion and possible action on Appeal of Work Card Denial: Approved April 5, 2006 subject to one-year review: LaDonna Flake, 4439 Sparkle Crest Avenue, North Las Vegas, Nevada 89031
53. Discussion and possible action regarding litigation related to the FAA right hand turn at McCarran Airport (City of Las Vegas, Nevada, et al. v. United States Department of Transportation, et al.) - All Wards

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

54. ABEYANCE ITEM - 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) [NOTE: This request is for the applicant to operate from an existing business, Psychic Eye Book Shop, licensed since 1997]
55. Discussion and possible action regarding a Six Month Review of Temporary Approval of a Tavern License and a Restricted Gaming License for 15 slots, Nevada Restaurant Services, Inc. A Nevada Corporation, dba Dotty's #28, 5191 West Charleston Boulevard, Richard C. Estey, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)
56. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler On-sale License, From: Wai Chung Lau, dba Full Ho Chinese Cuisine, Wai Chung Lau, 100%, To: Angela Shiu, dba Full Ho Chinese Cuisine, 240 North Jones Boulevard, Suite A, Angela Shiu, 100% - Ward 1 (Tarkanian)
57. Discussion and possible action regarding Temporary Approval of Change of Ownership and Change of Business Name for a Tavern License, From: Zingers Club, Inc. dba Zingers, Richard L. Ham, Dir, Pres, 25%, Carla C. Ham, Dir, Secy, 25%, Maurice H. Hathaway, Dir, CEO, 25% and Pamela K. Hathaway, Dir, Treas, 25%, To: Just Jazz, Inc., dba Just Jazz, 1000 East Sahara Avenue, Suite 105, Robert L. Gresham, Jr., Pres, 50% and Brion S. Norris, Secy, Treas, 50% - Ward 3 (Reese)
58. Discussion and possible action regarding a Six Month Review of Temporary Approval of a Beer/Wine/Cooler On-sale License, Juan Carlos Aceves, dba Restaurant El Diamante, 2830 East Charleston Boulevard, Juan C. Aceves, 100% and Alfonso Valderrama, Lender - Ward 3 (Reese)
59. Discussion and possible action regarding Temporary Approval of Change of Ownership and Change of Business Name for a Martial Arts Instruction Business License, From: David Berry, dba Karate for Kids, David Berry, 100%, To: Victory Martial Arts Vegas, Inc., dba Victory Martial Arts Vegas, 3270 North Buffalo Drive, Sergio A. Von Schmeling, Dir, Pres, Treas, 51% and Janelle M. Gleisner, Dir, VP, Secy, 49% - Ward 4 (Brown)
60. Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes, Rock Springs Massage NV, LLC, dba Massage Envy, 7175 West Lake Mead Boulevard, Suite 174, Stephen L. Cook, Owner, 50% and Shannon L. Cook, Owner, 50% - Ward 1 (Tarkanian)

NEIGHBORHOOD SERVICES - DISCUSSION

61. Discussion and possible action on the submittal of the city of Las Vegas 2007-2008 Action Plan for the allocation of \$10,963,658 in U.S. Department of Housing and Urban Development (HUD) and State of Nevada funds - All Wards

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

62. 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 [NOTE: The First Amendment to this bill indicates a revised subject: Revises certain information-gathering and reporting requirements for the Department of Fire and Rescue regarding the transportation of hazardous materials within the City.]
63. Bill No. 2007-11 - Levies Assessment for Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road). Sponsored by: Step Requirement
64. 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
65. 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

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.

66. 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

67. 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

68. Public hearing on local improvement district for Special Improvement District No. 1485 – Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance - FY2008) - (\$59,400 - Capital Projects Fund/Special Assessments) - Ward 1 (Tarkanian)

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 - DISCUSSION

69. VAC-19032 - PUBLIC HEARING - OWNER/APPLICANT: PICERNE PROVIDENCE, LLC - Petition to vacate a 40-foot wide BLM right-of-way grant along the north side of Deer Springs Way commencing approximately 340 feet from the northwest corner of Hualapai Way and Deer Springs Way and a 33-foot wide portion of an U.S. Government Patent Easement generally located west of Hualapai Way and north of Deer Springs Way, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL
70. VAC-19234 - PUBLIC HEARING - APPLICANT: MITCHELL HOLDINGS - OWNER: LIVEWORK, LLC - Petition to Vacate a 20-foot wide section of public right-of-way generally located south of Bonneville Avenue, north of Garces Avenue between Main Street and 1st Street, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
71. VAC-19235 - PUBLIC HEARING - APPLICANT: MITCHELL HOLDINGS - OWNER: LIVEWORK, LLC, ET AL - Petition to Vacate a 20-foot wide section of public right-of-way generally located south of Lewis Avenue, north of Clark Avenue, between Main Street and First Street, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
72. RESCIND PREVIOUS ACTION - GPA-13885 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request to Amend a portion of the Southeast Sector of the General Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL) on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
73. RESCIND PREVIOUS ACTION - ZON-13889 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), Ward 3 (Reese). The Planning Commission (5-1 vote) and staff recommend APPROVAL
74. RESCIND PREVIOUS ACTION - VAR-13888 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request for a Variance TO ALLOW A FRONT YARD SETBACK OF EIGHT FEET WHERE 20 FEET IS REQUIRED, A REAR YARD SETBACK OF EIGHT FEET WHERE 20 FEET IS REQUIRED AND A RESIDENTIAL ADJACENCY SETBACK OF EIGHT FEET WHERE 66 FEET IS REQUIRED on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 3 (Reese). The Planning Commission (3-3 tie vote) and staff recommend DENIAL.
75. RESCIND PREVIOUS ACTION - SDR-13886 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request for a Site Development Plan Review FOR AN EIGHT UNIT APARTMENT COMPLEX AND A WAIVER OF LANDSCAPE BUFFER WIDTH on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 3 (Reese). The Planning Commission (3-3 tie vote) and staff recommend DENIAL
76. GPA-13885 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request to Amend a portion of the Southeast Sector of the General Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL) on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
77. ZON-13889 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), Ward 3 (Reese). The Planning Commission (5-1 vote) and staff recommend APPROVAL

78. VAR-13888 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request for a Variance TO ALLOW A FRONT YARD SETBACK OF EIGHT FEET WHERE 20 FEET IS REQUIRED, A REAR YARD SETBACK OF EIGHT FEET WHERE 20 FEET IS REQUIRED AND A RESIDENTIAL ADJACENCY SETBACK OF EIGHT FEET WHERE 66 FEET IS REQUIRED on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 3 (Reese). NOTE: THIS APPLICATION IS BEING AMENDED TO ALLOW A FRONT YARD SETBACK OF TEN FEET WHERE 20 FEET IS REQUIRED, A REAR YARD SETBACK OF FIFTEEN FEET WHERE 20 FEET IS REQUIRED AND A RESIDENTIAL ADJACENCY SETBACK OF 15 FEET WHERE 96.75 FEET IS REQUIRED. The Planning Commission (3-3 tie vote on a motion for denial) NO RECOMMENDATION. Staff recommends DENIAL
79. SDR-13886 - PUBLIC HEARING - APPLICANT/OWNER: JOSE SANDOVAL - Request for a Site Development Plan Review FOR AN EIGHT UNIT APARTMENT COMPLEX AND A WAIVER OF LANDSCAPE BUFFER WIDTH on 0.38 acres at 2750 Harris Avenue (APN 139-25-410-017), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 3 (Reese). NOTE THIS APPLICATION IS BEING AMENDED TO SIX UNITS. The Planning Commission (3-3 tie vote on a motion for denial) NO RECOMMENDATION. Staff recommends DENIAL
80. MOD-19114 - ABEYANCE ITEM - 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
81. 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
82. 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
83. 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
84. ZON-19070 - ABEYANCE ITEM - 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
85. VAR-19098 - ABEYANCE ITEM - 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

86. VAR-19447 - ABEYANCE ITEM - 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
87. SUP-19100 - ABEYANCE ITEM - 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
88. SDR-19097 - ABEYANCE ITEM - 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
89. ARC-20049 - PUBLIC HEARING - APPLICANT: NIGRO DEVELOPMENT - OWNER: KRYFAM, LP - REQUEST FOR APPROVAL OF A MASTER SIGN PLAN AND WAIVERS OF THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL FOR A 65' HIGH PYLON SIGN WHERE 24' HIGH IS THE LIMIT, TO ALLOW A PYLON SIGN ADVERTISING ONE TENANT WHERE MULTIPLE TENANTS IS REQUIRED AND FOR A 12' HIGH MONUMENT SIGN WHERE 8' HIGH IS THE LIMIT FOR A COMMERCIAL DEVELOPMENT, SKY POINTE HOTEL LOCATED ON THE SOUTHWEST CORNER OF TENAYA WAY AND SKY POINTE DRIVE (APN 125-27-410-004), TC (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
90. SUP-18347 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A PROPOSED 800 SQUARE FOOT CAR WASH, FULL SERVICE on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
91. SUP-18630 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN A PROPOSED SERVICE STATION WITHOUT AUTOMOTIVE REPAIR on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
92. SDR-18349 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LLC - Request for a Major Amendment to an approved Site Development Plan Review FOR A PROPOSED 4,056 SQUARE-FOOT SERVICE STATION WITHOUT AUTOMOTIVE REPAIR, AN 800 SQUARE FOOT CAR WASH, FULL SERVICE, AND A 2,700 SQUARE FOOT RESTAURANT WITH DRIVE-THROUGH on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
93. SUP-18902 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: PAWN PLUS - OWNER: CHRISTENSEN BROTHERS LLC - Request for a Special Use Permit FOR A PAWN SHOP AND A WAIVER TO ALLOW A 685 FOOT SEPARATION FROM AN EXISTING FINANCIAL INSTITUTION, SPECIFIED WHERE A 1,000 FOOT DISTANCE SEPARATION IS REQUIRED at 854 and 856 East Sahara Avenue (APN 162-03-801-108, 162-03-801-109 and 162-03-801-078), C-1 (Limited Commercial) Zone [C (Commercial) General Plan Designation], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL

94. SDR-17298 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: REPUBLIC SERVICES OF SOUTHERN NEVADA - OWNER: PREMIER TRUST OF NEVADA - Request for a Site Development Plan Review FOR A PROPOSED PARKING LOT AND A WAIVER TO ALLOW A REDUCTION OF THE PERIMETER LANDSCAPING BUFFERING REQUIREMENTS on 0.52 acres adjacent to the north side of Sahara Avenue, approximately 600 feet east of 6th Street (APN 162-03-801-018), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
95. VAR-19353 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Variance TO ALLOW A SIDE YARD SETBACK OF ZERO FEET WHERE 10 FEET IS THE MINIMUM REQUIRED on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-1 vote) and staff recommend APPROVAL
96. VAR-19356 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Variance TO ALLOW 24 PARKING SPACES WHERE 27 SPACES ARE THE MINIMUM REQUIRED on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-1 vote) and staff recommend APPROVAL
97. SDR-19350 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Site Development Plan Review FOR A PROPOSED 4,722 SQUARE-FOOT COMMERCIAL BUILDING AND WAIVERS OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW NO PERIMETER LANDSCAPE BUFFER IN THE SIDE YARDS WHERE EIGHT FEET IS THE MINIMUM REQUIRED AND TO ALLOW A SIX-FOOT PERIMETER LANDSCAPE BUFFER IN THE REAR YARD WHERE EIGHT FEET IS THE MINIMUM REQUIRED on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-1 vote) and staff recommend APPROVAL
98. VAR-19282 - PUBLIC HEARING - APPLICANT: PETER PAPAS - OWNERS: AEGEAN ISLE, WEST CHARLESTON ANIMAL HOSPITAL, AND DIXIE LEAVITT AGENCY - Request for a Variance TO ALLOW 267 EXISTING PARKING SPACES WHERE 301 PARKING SPACES ARE REQUIRED FOR AN EXISTING SHOPPING CENTER on 5.20 acres at 7871 through 7891 West Charleston Boulevard (APNs 163-04-514-002, 003, and 004), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). The Planning Commission (6-1 vote) and staff recommend APPROVAL
99. SUP-19296 - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: BECKER & SONS - Request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN ESTABLISHMENT AND A WAIVER OF THE 200 FOOT MINIMUM DISTANCE SEPARATION REQUIREMENT FROM RESIDENTIAL ZONED PROPERTY at 1990 North Rainbow Boulevard (APN 138-23-301-002), C-1 (Limited Commercial) Zone, Ward 5. Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
100. SUP-19340 - PUBLIC HEARING - APPLICANT/OWNER: JOE BAHNAN - Request for a Special Use Permit FOR AN ACCESSORY PACKAGE LIQUOR OFF-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING RETAIL BUSINESS at 2981 East Charleston Boulevard (APN 139-36-415-014), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (6-1 vote) and staff recommend APPROVAL
101. ROC-20102 - PUBLIC HEARING - APPLICANT/OWNER: THE ROMAN CATHOLIC BISHOP OF LAS VEGAS - Request for a Review of Condition to remove Condition Number 1 of an approved Site Development Plan Review (SDR-4107) WHICH STATED THAT THE LANDSCAPE PLAN SHALL BE REVISED AND APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENT PRIOR TO THE TIME APPLICATION IS MADE FOR A BUILDING PERMIT, TO REFLECT ONE LANDSCAPED FINGER PER SIX PARKING SPACES, ONE 24 INCH BOX TREE PER FINGER WITH 4 - ONE GALLON AND 4- FIVE GALLON SHRUBS PER FINGER AND A MAXIMUM OF 12.5% OF THE TOTAL LANDSCAPED AREA OF THE SITE AS TURF on 2.69 acres at 220 North 14th Street (APN 139-35-301-007), C-V (Civic) Zone, Ward 5. Staff recommends APPROVAL
102. ARC-20019 - PUBLIC HEARING - APPLICANT: YOUNG ELECTRIC SIGN COMPANY - OWNER: TENAYA VILLAGE INVESTORS, LLC - REQUEST FOR APPROVAL OF A MASTER SIGN PLAN AND FOR WAIVERS OF TOWN CENTER DEVELOPMENT STANDARDS TO ALLOW WALL SIGNAGE TO FACE AN EXISTING RESIDENTIAL DEVELOPMENT THAT IS OUTSIDE OF THE TOWN CENTER LIMITS AND TO ALLOW WALL SIGNAGE ON THE SECOND FLOOR OF BUILDINGS "A" and "B" FOR A COMMERCIAL/RETAIL DEVELOPMENT, SHEA AT TENAYA VILLAGE LOCATED AT 7425-7495 AZURE DRIVE (APN 125-27-114-001), TC (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL

SET DATE

103.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

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

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 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:

Submitted after meeting - Vegas Grand Prix race course

Minutes:

No motion required. A report was given.

CITY MANAGER SELBY announced that the first ever Vegas Grand Prix was imminent. He asked the public to be tolerant of all the disruptions in the downtown area, of which he showed a map on the overhead. He noted that information could be obtained on the City's website.

MAYOR GOODMAN added that the three-day event will start with a free-of-charge several-bands concert on Friday night at the Fremont Street Experience.

AL GALLEG0, citizen of Las Vegas, expressed concern about the stairways installed at Fremont Street and Las Vegas Boulevard, which will limit access to the handicapped constituents. The City should address this. CITY MANAGER SELBY advised MR. GALLEG0 that the course will be periodically opened up at those locations for pedestrian access at ground level. The streets will be opened up for everybody during the evening events. MR. GALLEG0 suggested a security guard be posted to monitor and to avoid pedestrian traffic congestion.

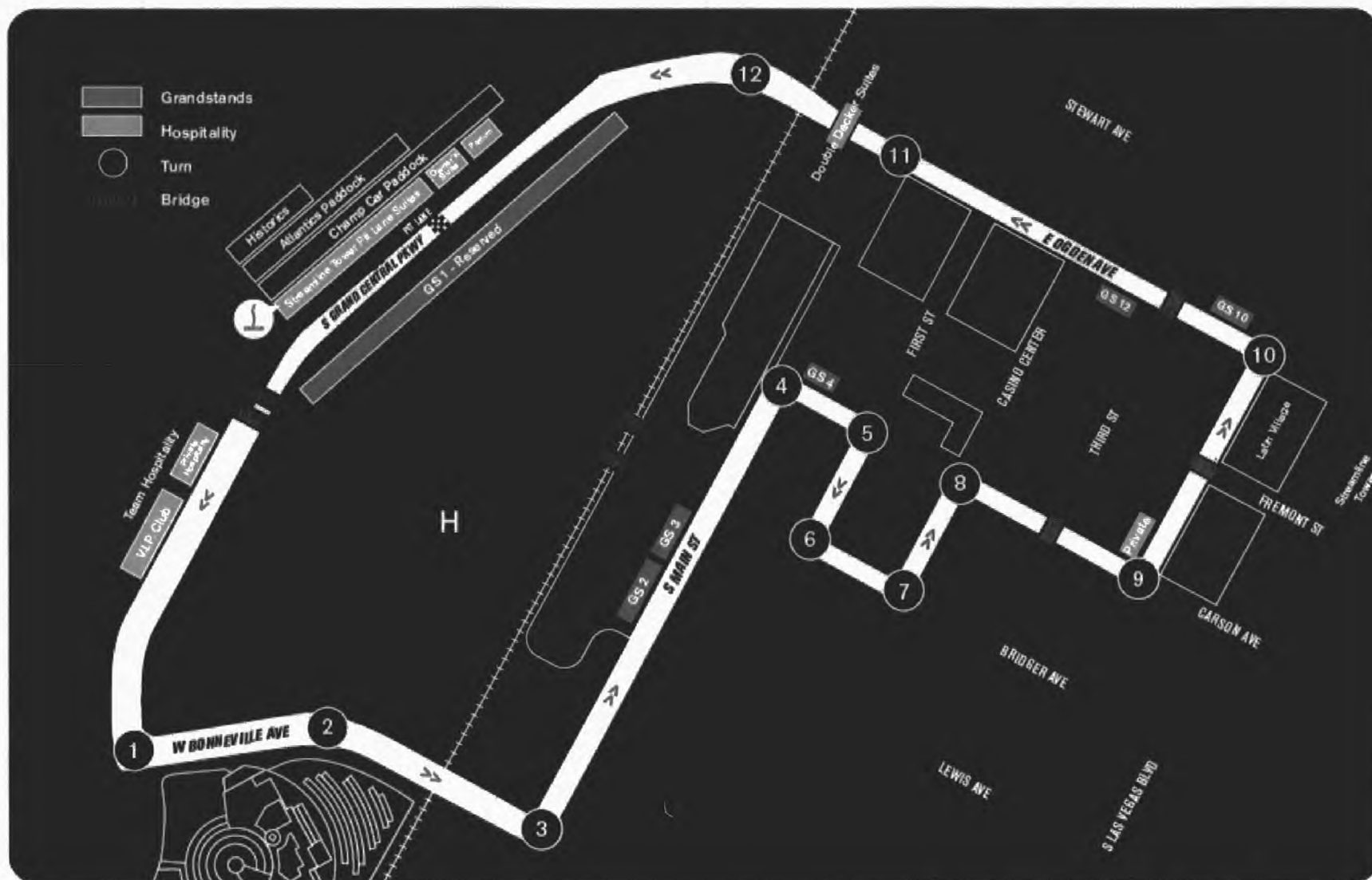
CITY COUNCIL MEETING OF: APRIL 4, 2007

TOM McGOWAN, Las Vegas resident, advised that the pedestrian walkways for the Vegas Grand Prix are not ADA compliant. He tried to complain to the Vegas Grand Prix office, but all he got was an answering machine. Also, he complained about the City not making a serious effort to provide a master plan of the disruptions for this event to the public.

TED RUSSELL, Las Vegas resident, thanked CITY MANAGER SELBY and all the sponsors of the Vegas Grand Prix for their support. He is impressed with all the causes that will greatly benefit from this event. A lot of attention to detail has been given, and the event will surely be a great success.

COUNCILMAN REESE stated that, since the majority of the race will be held in Ward 3, he looks forward to pro-actively addressing any issues for future races.





► RACE COURSE

APRIL 6-7-8 2007
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VEGAS
GRAND PRIX

meeting
Submitted after final agenda

Date 4/4/07 Item #45

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 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:

Submitted at meeting – Legislative Report by Chris Knight

Motion made by GARY REESE to Approve to Accept the report, with direction to staff to follow-up on the directions given by the Council

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

BRENDA J. WILLIAMS, 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, detailed the Legislative Report, a copy of which he submitted and is made a part of the minutes, and gave the Council an update of the status of the various Senate and Assembly Bills.

Regarding AB 514, MAYOR GOODMAN opined that the presentation that certain members of the City of Las Vegas Municipal Court made to the legislature was an embarrassment to the City. There was nothing in AB 514 that pertained to the Court, because what was originally contemplated was taken out. But, because the Court was unable to agree on the language and on the item, City staff believed it was imperative to go forward to address the changes needed in the City Charter. The Judges spoke to and lobbied certain legislators, and the Council was advised that the Judges were angry, disappointed and frustrated, to the point that the bill, which the City

CITY COUNCIL MEETING OF: APRIL 4, 2007

desperately needs, was not going anywhere.

Hence, COUNCILMAN WOLFSON, DEPUTY CITY MANAGER FRETWELL and all the Judges met with him, at which time he disclosed to them exactly how he felt. The Judges indicated to him that they could not come to an accord. Therefore, he advised them that nothing pertaining to the Judges would be a part of the bill to be presented to the Committee and for consideration by the legislature, which he asked MR. KNIGHT to take in the form of a direction.

As far as AB 526, MR. KNIGHT indicated that an amendment was drafted, and it is being reviewed further by staff. The impact would not be as high as anticipated, but it would still negatively impact the City's revenue stream. He deferred to MARK VINCENT, Director of Finance and Business Services, who gave some history on the bill. The telecom and cable industries partnered to craft AB 526, which poses a concern to City staff, because of the way in which it redefines gross revenue stemming from cable services. If passed in its original form, the City would lose about \$1 million to the general fund. The bill proposes to put a cap on PEG (public education governmental) channels, and the language is unclear as to who would pay to deliver those signals to the providers' hub. The bill also contemplates that the City would have to act within ten days on permits for right-of-way work, for which the City would not be able to collect permit fees. And the franchise agreement would be issued by the State, who would maintain the ability to conduct audits every three to five years.

Staff has been working with the industry on an amendment to redefine gross revenues, keeping the subscriber revenues whole and without deductions, and to eliminate the collection of franchise fees and non-subscriber revenues, which would reduce the impact to the revenue stream to about \$400,000. The amendment also includes grandfathering in the existing PEG channels, the City retaining the ability to charge permit fees for right-of-way work and maintaining audits of the franchise at the local level. Staff will continue to work with the industry on the details.

COUNCILWOMAN TARKANIAN asked if AB 473 addresses the problem of a mandatory HOA (homeowners association), so that, if an HOA is formed with 80 percent of the homeowners, the remaining 20 percent would still be protected. MR. KNIGHT was uncertain the bill addresses that specific scenario. He explained that the bill contemplates that, in the case of street vacations, the unyielding 20 percent would just be absorbed in. COUNCILWOMAN TARKANIAN indicated that, if participation in an HOA is voluntary, how does this bill propose to protect those unwilling to participate? DEPUTY CITY ATTORNEY SCOTT rejoined that the bill does not address a mandatory HOA; it only provides that 80 percent of the persons affected by the privatization of streets would have to agree.

MAYOR GOODMAN directed MR. KNIGHT to oppose AB 605, noting that it is absurd to prohibit public officials from using government property to deal with campaign matters. Also, MAYOR GOODMAN supported pursuing AB 581, stating that the more regional government available to resolve issues the better. COUNCILMAN WOLFSON also supported the bill, because it would relieve the authority from the County Commission and give it to a regional authority.

CITY COUNCIL MEETING OF: APRIL 4, 2007

Regarding AB 438, which the billboard industry strongly supports and is unwilling to negotiate, COUNCILWOMAN TARKANIAN stated that it was placed on a Friday evening and heard at 9:00 a.m. the next morning, allowing very little time for dissemination of any information or for anyone to attend the hearing. City staff was present and did the best possible job. But this is an example of a very rich, powerful business entity unwilling to yield. Her constituents are absolutely opposed, because it will take away the elected officials' ability to control the billboard industry and will take away all checks and balances. She urged all residents to voice their concerns through their representatives.

COUNCILMAN WOLFSON shared the concerns of COUNCILWOMAN TARKANIAN. He asked MR. KNIGHT what the general public could do in such a short amount of time. MR. KNIGHT indicated that the citizenry could voice their concerns to the Assembly Government Affairs Committee. COUNCILWOMAN WILLIAMS expressed her opposition to the bill, noting that she too is very concerned. COUNCILMAN ROSS remarked that the State is trying to take away the ability of local governments to make choices for their communities. He urged all citizens to actively voice their concerns.

COUNCILMAN BROWN asked MR. KNIGHT about the industry's response to the City's proposal. MR. KNIGHT answered that the industry is taking the amendments under advisement, but has adamantly indicated that it is not backing down. COUNCILMAN BROWN then concurred with the comments of COUNCILMAN ROSS, adding that regulation should stay at the local levels. He noted that the City is the only entity still allowing new billboards, and that the Council has been fair in dealing with the industry. However, AB 438 is abusive, abrasive and offensive; the Council should fight it aggressively.

MAYOR GOODMAN said this is a matter of home rule, and whether municipalities will fall under it or Dillon's Rule, which would subject municipalities to the caprices of the State. He certainly hopes that the message that the municipalities need discretion to govern their jurisdictions is conveyed to the State, because the municipal elected officials are responsible for making decisions for their constituents. DEPUTY CITY MANAGER FRETWELL explained that the billboard matter is not necessarily a home-rule issue, because, if authority were taken away from the City through the legislative process, the matter would be out of the purview of the City, even if Nevada were a home-rule state. Home-rule addresses issues that are not addressed in the statutes. CITY ATTORNEY JERBIC confirmed the comments of DEPUTY CITY MANAGER FRETWELL.

COUNCILMAN BROWN interjected that some years ago the City started discussions in Carson City about the areas saturated with long-standing billboards. The billboard industry was able to get legislation passed that prevented the municipalities from reviewing those billboards and designating a timeframe for their removal. Consequently, discussions commenced between the City and the industry about the possibility of removing some of the nuisance billboards in exchange for allowing them to be posted in more appropriate areas. This was a very pro-active approach, yet they are responding very negatively.

COUNCILMAN REESE concurred with the comments of COUNCILMAN BROWN, adding that there have been issues with the billboard industry for the past two sessions of the legislature.

CITY COUNCIL MEETING OF: APRIL 4, 2007

In order to secure the City's ability to control billboards, it is imperative that staff identify those legislators that might be sympathetic to the City, so that the individual Councilmembers can try to meet with them.

COUNCILMAN BROWN directed MR. KNIGHT to send the message out to the billboard industry and their lobbyists that the City is not going down without a fight.



City of Las Vegas - Legislative Report

Bill No.	Sponsor	Status	Description
SB 198	Advisory Group to Conduct Interim Study on Lease-Purchase and Installment-Purchase Agreements by Public Entities (SB126, § 31)	<u>Government Affairs</u> : Heard Mar 12 - No action.	Authorizes various governmental entities to enter into lease-purchase agreements. (BDR 31-231)
Notes:			
SB 512	City of Las Vegas	<u>Government Affairs</u> : Heard Apr 2 - No action.	Authorizes incorporated cities to enter into lease-purchase agreements for public works. (BDR 21-488)
Notes:			
SB 90	Senator Nolan	<u>Transportation and Homeland Security</u> : Heard Feb 20 - No action. Heard Mar 1 - Amend and do pass as amended. Notice of Eligibility of Exemption filed Mar 5.	Revises provisions relating to the Nevada Commission on Homeland Security. (BDR 19-299)
Notes:			
SB 234	City of Las Vegas	<u>Government Affairs</u> : Heard Mar 28 - No action.	Provides exceptions relating to certain contracts with private developers for construction of off-site improvements within redevelopment areas. (BDR 28-490)
Notes:			
SB 139	Nevada League of Cities and Municipalities	<u>Government Affairs</u> : Heard Mar 7 - Do pass. Second reading - Mar 8. Placed on Secretary's Desk - Mar 12.	Revises circumstances under which interlocal contracts and cooperative agreements between local governments require action by governing body. (BDR 22-485)
Notes:			
AB 514	Assembly Committee on Government Affairs	<u>Government Affairs</u> : Discussed as BDR - Mar 22. Heard Apr 2 - No action.	Makes various changes to the Charter of the City of Las Vegas. (BDR S-1381)
Notes:			

Submitted at City Council

Date 4/4/07 Item #46

City of Las Vegas - Legislative Report

Bill No.	Sponsor	Status	Description
SENATE BILLS			
SB 13	Senator Care	<u>Government Affairs</u> : Heard Feb 14 - Assigned to Subcommittee. Heard Mar 28 upon adjournment - No action.	Restricts local governments from enacting or enforcing certain local laws which regulate signs held, carried or displayed by persons on public sidewalks on the basis of content or viewpoint. (BDR 19-123)
Notes:			
SB 123	Senator Care	<u>Government Affairs</u> : Heard Feb 26 - Assigned to Subcommittee. <u>Judiciary</u> : Mar 28 - Mentioned, Not Agendized. <u>Government Affairs</u> : Scheduled for hearing Apr 4 at 12:30 pm.	Makes various changes to provisions relating to public records. (BDR 19-462)
Notes:			
SB 450	Senate Committee on Transportation and Homeland Security	<u>Transportation and Homeland Security</u> : Scheduled for hearing Apr 5 at 3:30 pm.	Makes various changes to provisions relating to the regulation of oversized and overweight vehicles. (BDR 43-1140)
Notes:			
ASSEMBLY BILLS			
AB 462	Assemblywoman Kirkpatrick	<u>Government Affairs</u> : Scheduled for Apr 2 - Not heard. Scheduled for Apr 3 at 8:00 am.	Revises provisions relating to the sale or lease of real property by government entities. (BDR 26-901)
Notes:			
AB 526	Assembly Committee on Commerce and Labor	<u>Commerce and Labor</u> : Referred to Subcommittee - Apr 2. Scheduled for hearing Apr 5 at 7:00 pm.	Revises provisions governing the regulation of community antenna television, cable television and other video service. (BDR 58-1129)
Notes:			

City of Las Vegas - Legislative Report

Bill No.	Sponsor	Status	Description
AB 441	Assemblyman Goicoechea	<u>Taxation</u> : Scheduled for hearing Apr 12 at 1:00 pm.	Requires a local government to make payments in lieu of property taxes and real property transfer taxes on property it owns or acquires outside of its boundaries. (BDR 32-1299)
Notes:			
AB 473	Assemblyman Segerblom	<u>Government Affairs</u> : Heard Mar 28 - No action.	Makes various changes relating to the preservation of existing neighborhoods. (BDR 22-368)
Notes:			
AB 605	Assembly Committee on Elections, Procedures, Ethics, and Constitutional Amendments	<u>Elections, Procedures, Ethics, and Constitutional Amendments</u> : Discussed as BDR - Mar 26. Scheduled for hearing Apr 5 at 3:45 pm.	Makes various changes concerning ethics in government. (BDR 23-168)
Notes:			
AB 581	Assembly Committee on Transportation	<u>Transportation</u> : Discussed as BDR - Mar 26. Scheduled for hearing Apr 10 at 1:30 pm.	Provides for the creation of a regional airport authority in certain counties. (BDR 44-228)
Notes:			
AB 438	Assemblyman Atkinson	<u>Government Affairs</u> : Heard Mar 20 - No action.	Revises provisions relating to outdoor advertising structures. (BDR 22-906)
Notes:			

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

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

ADMINISTRATIVE:

Discussion and possible action to approve the Amendment to Settlement Agreement between and through the Las Vegas City Employees Association and the City of Las Vegas (\$93,797 Salary + \$37,518 Benefits - General Fund)

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$127,000**Funding Source:** General Fund**Dept./Division:** Human Resources**PURPOSE/BACKGROUND:**

The LVCEA and City Staff previously entered into a Settlement Agreement that resolved grievances stemming from the City of Las Vegas' intent to enter into an operating agreement for the Centennial Hills recreation center. In part that agreement reflected City Staff's intent to recommend the City Council approve certain bargaining member positions at or near the time the operating agreement was approved. The Operating Agreement is presently before the City Council, however, at this time, the current financial/economic conditions prevent City Staff from recommending the creation of any new City positions. The attached reflects an amendment to the Settlement Agreement in light of the present financial/economic climate, and reflects a suggested manner and funding of associated positions. The additional positions for the Centennial Hills Leisure Center, although not addressed as part of this agenda item, would add an additional \$500,000 to the City's personnel and related operating costs if they were established and funded. In addition, this Amendment would grant the LVCEA an additional 80 bi-weekly position, which is estimated to cost \$127,000 annually.

RECOMMENDATION:

City Council approve this Amendment to Settlement Agreement

BACKUP DOCUMENTATION:

1. Amendment of Settlement
2. Exhibit A - Settlement Agreement
3. Combined Verbatim Transcript for Items 47-49

Motion made by GARY REESE to Approve as recommended

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

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN,

CITY COUNCIL MEETING OF: APRIL 4, 2007

GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Minutes:

A combined Verbatim Transcript of Items 47-49 is made a part of the Final Minutes under Item 47.

APPEARANCES:

OSCAR GOODMAN, Mayor

MARK VINCENT, Director, Finance and Business Services

LOIS TARKANIAN, Councilwoman

TOMMY RICKETTS, President, City Employees Association

LARRY BROWN, Councilman

GARY REESE, Councilman

MIKE LUBBE, President, YMCA of Southern Nevada

STEVEN ROSS, Councilman

DR. BARBARA JACKSON, Director, Leisure Services



Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of April 4, 2007

Date Submitted: February 14, 2008

Amendment to Item #47

Purpose of Amendment:

Document Added to the Final Minutes as follows:

- Copy of Executed Second Amendment to the Settlement Agreement dated December 13, 2007

Note: Exhibit A of this document is the Original Settlement Agreement

Exhibit B of this document is the First Amendment to the Settlement Agreement

Submitted By: Stacey L Campbell

Signature: Beverly K. Bridges

City Clerk or Chief Deputy

Date: 2/19/2008

ORIGINAL

SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT

THIS AGREEMENT (hereinafter "Second Amendment") is made and entered into this 13 day of December, 2007, by and through the Las Vegas City Employees Association ("LVCEA"), and the City of Las Vegas ("CITY"). For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties previously entered into a Settlement Agreement (hereinafter "Agreement"), a copy of which is attached hereto as Exhibit A.
2. The parties subsequently entered into an Amendment to the Settlement Agreement (hereinafter "First Amendment"), a copy of which is attached hereto as Exhibit B.
3. Currently the CITY is restricted to operating the Centennial Hills Senior Center (hereinafter "Center") for only 20 hours per week. This restriction, mentioned in Section 6 of the First Amendment, exists because the CITY has not yet provided the 4 new staff positions mentioned in Section 2 of the Agreement.
4. The CITY has notified the LVCEA of its desire to operate the Center full-time. Based upon this request, the LVCEA shall waive the restriction of Section 6 of the First Amendment, thus allowing the CITY to operate the Center full-time. It is agreed and understood that the waiver of Section 6 of the First Amendment relieves the CITY of its obligation under Sections 3 and 7 of the First Amendment relating to the City Council creating and funding four positions to support Senior Citizen programming at Centennial Hills. In addition, it is agreed and understood that the LVCEA shall relieve the CITY of its obligations of Sections 2 and 5 of the Settlement Agreement dated September 28, 2006. All other sections of both the First Amendment and the Settlement Agreement dated September 28, 2006 shall remain in effect.

5. In return for the above the CITY agrees not to open any of the three articles it could have opened in calendar year 2007 pursuant to Article 31C of the collective bargaining agreement.
6. The CITY also agrees that the one article it could have opened in calendar year 2008 pursuant to said article will not be requested to be opened until calendar year 2009. The LVCEA agrees that the one article may be opened at the discretion of the CITY in calendar year 2009 despite language in Article 31C otherwise prohibiting this.
7. The parties agree that the articles opened in 2006 shall be discussed first pursuant to Article 31C of the collective bargaining agreement and that the parties agree to begin good faith negotiations on these articles by February 15, 2008. Once the parties have either resolved these articles or either party has declared an impasse, any articles that may be opened in 2007 or later shall be considered in like manner. The parties additionally agree that should the CITY open any article in calendar year 2009 then good faith negotiations shall commence on said article notwithstanding the fact that negotiations may still be ongoing for one or more other articles.
8. The parties further agree that the existence of this Second Amendment and the contents therein shall not be mentioned in any arbitration pursuant to Article 31C of the collective bargaining agreement.
9. The CITY further agrees to remove the test nature of the additional 80 bi-weekly hours of paid administrative leave as mentioned in Section 9 of the First Amendment and Section 4 of the Agreement and to instead amend Article 30 of the collective bargaining agreement by adding Section E, which shall read as follows:

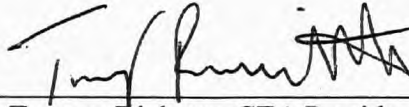
(E) The City shall also grant an Association officer eighty (80) hours administrative leave bi-weekly, said officer to be selected by the Association. This position shall have all the benefits and responsibilities accorded the President as per Sections B through D of this article.

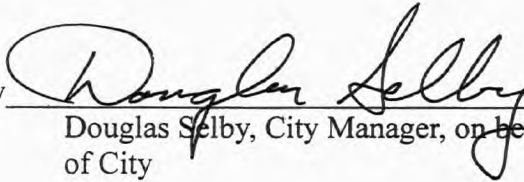
Inclusion of this addition in Article 30 in the collective bargaining agreement shall be subject to ratification of said proposal by the LVCEA membership in a general membership meeting to be held on April 15, 2008. Until such time as such ratification vote is held the test nature of the program shall remain in effect.

10. This settlement effectively settles, resolves and compromises all rights, interests, issues and benefits of all kind related to the Centennial Hills Community Center and Senior Citizens Center between the LVCEA and the CITY, known or unknown, which are or could currently be filed or asserted in any forum, and it is expressly agreed to by the parties that this Second Amendment constitutes a full settlement of all such disputed claims and complaints, and acts as a waiver, forfeiture or bar to any continuing or future claims, lawsuits, demands, or requests for any rights arising from or relating to such pending or possible claims, except as set forth herein, and this Settlement Agreement may be used as evidence of such waiver.
11. It is expressly agreed and understood that this Second Agreement does not bar any claim, actions, lawsuits, demands or requests for events that have not yet occurred.
12. This Second Amendment is made as a good faith settlement of disputed or contested facts and issues, and is made for peace of mind and does not constitute an admission of guilt or liability by either party.

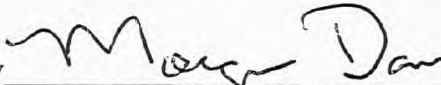
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13. This Second Amendment is executed voluntarily by all parties after consultation with independent legal counsel of their choice, or having voluntarily waived that right.

By 
Tommy Ricketts, CEA President, on behalf
of LVCEA

By 
Douglas Selby, City Manager, on behalf
of City

APPROVED AS TO FORM AND CONTENT:

By 
Morgan Davis, Esq., Chief Deputy City
Attorney, Human Resources & Employment

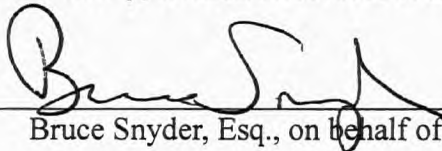
By 
Bruce Snyder, Esq., on behalf of LVCEA

Exhibit A

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 28 day of September, 2006, by and through the Las Vegas City Employees Association ("LVCEA"), and the City of Las Vegas ("CITY"). For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. There is a presently pending grievance, FB091505LVCEA-B, commonly known by the parties as the "Centennial Hills Grievance" which is scheduled for arbitration on October 19 and 20, 2006, in front of Lou Zigman. LVCEA hereby agrees to withdraw, with prejudice, and dismiss that grievance, and the parties agree to execute any and all necessary documents to effectuate the same.

2. The CITY will continue with its intent of having certain of the operations of the Centennial Hills recreation facility being performed pursuant to an operating agreement. In addition, once it is open and operational, the CITY agrees to utilize 7 new LVCEA bargaining unit positions to provide certain other functions at that facility. These 7 new positions are as follows:

4 positions to provide and support Senior Citizen Programming at the Centennial Hills Facility. (1 Senior Citizens Center Coordinator; 2 Recreation Leaders; 1 Customer Service Representative)

3 positions to provide maintenance, repair and upkeep of City equipment, property and grounds at the Centennial Hills location.

This staffing complement of 7 new positions, as previously offered in the City Managers Conference room in/or around April 25, 2006, will be recommended by staff, but is contingent upon/subject to City Council funding or augmentation.

3. The parties agree to meet frequently and regularly to engage in good faith discussions in an attempt to resolve the ongoing issues and difficulties with the existence, application, interpretation, and operation of Article 33 of the Collective Bargaining Agreement. The parties will attempt to use the October 19 and/or 20 date(s), and the services of Lou Zigman, if available and willing, to begin this process. The parties further agree to continue that process with frequent sessions as necessary, in an attempt to reach a mutually agreeable result. The parties agree not to file or process any grievances concerning Article 33 for a period of 6 months while they attempt to reach mutual resolution on the application, interpretation, and operation of Article 33. It is expressly agreed that any time lines for filing grievances concerning Article 33 will be tolled during this 6 month period.

4. In exchange for a mutual agreement on the existence, application, interpretation, and operation of Article 33, resulting from the process set forth in paragraph 3 above, the City will agree to grant the Association an additional 80 bi-weekly hours of paid administrative leave, for use by an Association officer, in performing City related Association business. This position shall have all the benefits and responsibilities accorded the President of the LVCEA as per Article 30 of the collective bargaining agreement. This item is intended to represent a test program with a start date on or around January 1, 2007, and ending at the expiration of the current CBA. Should the parties still be engaged in the process set forth in paragraph 2 above on January 1, 2007, the paid administrative leave may begin. However, no vested right is established, and should either party declare the equivalent of an impasse or otherwise indicate they are in good faith discontinuing the process, the paid administrative leave position would terminate at that time. Continuation of the paid administrative leave at the

expiration of the current CBA may be the subject of negotiation, but it is understood and agreed that there will be no arguments of the existence of a binding past practice. Further it is expressly agreed and understood that this item is viewed as being specific consideration for, and conditioned upon a mutually agreeable resolution to Article 33.

5. City Management has also expressed the present intent that the Northwest Senior Center will not be closed, resulting in a Reduction of Force of any bargaining unit positions, solely as a result of the opening of the Centennial Hills Recreation Facility.

6. This settlement effectively settles, resolves and compromises all rights, interests, issues and benefits of all kind related to the Centennial Hills Grievance between the LVCEA and the CITY, known or unknown, which are or could currently be filed or asserted in any forum, and it is expressly agreed to by the parties that this agreement constitutes a full settlement of all such disputed claims and complaints, and acts as a waiver, forfeiture or bar to any continuing or future claims, lawsuits, demands, or requests for any rights arising from or relating to such pending or possible claims, except as set forth herein, and this Settlement Agreement may be used as evidence of such waiver.

7. It is expressly agreed and understood that this Settlement Agreement does not bar any claim, actions, lawsuits, demands or requests for events that have not yet occurred.

8. This Settlement Agreement is made as a good faith settlement of disputed or contested facts and issues, and is made for peace of mind and does not constitute an admission of guilt or liability by either party.

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9. This Settlement Agreement is executed voluntarily by all parties after consultation with independent legal counsel of their choice, or having voluntarily waived that right.

By Tommy Ricketts
Tommy Ricketts, CEA President, on behalf
of CEA

By Douglas Selby
Douglas Selby, City Manager, on behalf
of City

APPROVED AS TO FORM AND CONTENT:

By Morgan Davis
Morgan Davis, Esq., Chief Deputy City
Attorney, Human Resources & Employment

By Bruce K. Snyder
Bruce Snyder, Esq., on behalf of CEA

Exhibit B

AMENDMENT TO SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 4TH day of ~~March~~^{April}, 2007, by and through the Las Vegas City Employees Association ("LVCEA") and the City of Las Vegas ("CITY"). For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties previously entered into a Settlement Agreement, a copy of which is attached hereto as **Exhibit A**. This Amendment is intended to alter/amend/supplement that agreement as set forth herein.
2. In part, the attached agreement reflected the CITY's intent to open the Centennial Hills recreation facility, with certain operations being performed pursuant to an operating agreement. Additionally, the CITY intended to recommend creation and funding of seven new LVCEA bargaining unit positions in concert with the opening and operation of that facility, contingent upon/subject to City Council funding or augmentation. Four of those anticipated positions were to provide and support Senior Citizen Programming at the Centennial Hills Facility, and three positions were to provide maintenance upkeep and repair at the facility.
3. It remains the intent of the CITY to recommend the creation and funding of the seven positions set forth in the Agreement, but not at or near the opening of the Centennial Hills recreation facility. At this time, staffs view of the current financial/economic climate prevents staff from recommending the funding of any new positions for the foreseeable future. In lieu of that fact, the parties have agreed that staff will recommend the creation and funding of those positions in a manner, and in stages as set forth herein.
4. Staff will first recommend that the City Council create, but not fund, three new

maintenance positions. Staff will further recommend that the City Council fund these three newly created positions at a later date, but as the first three non-public safety positions to be funded during the current financial/economic climate. At such time those three maintenance positions are funded, they will be filled and assigned duties and responsibilities based on current management practice.

5. The CITY also agrees to provide reasonable information concerning the inclusion of the performance of maintenance services by a contractor into the operating agreement of Centennial Hills. The LVCEA will have the right to review and comment on any such provisions prior to any anticipated completion or approval of the operating agreement by the City Council.

6. The parties wish to accommodate the CITY's desire to perform Senior Citizen Programming at the Centennial Hills recreation facility during the instant financial/economic climate, but prior to the City Council's creation and funding of the four anticipated positions supporting this function. As a result, it is recognized, agreed and understood that the CITY may open the Senior Center at Centennial Hills, utilizing existing City staff, on a limited basis, not to exceed 20 operating hours a week.

7. It is expressly agreed and understood that at all times the City Council maintains full discretion in authorizing and prioritizing the funding of new positions. As indicated in Paragraph 3 above, Staff will recommend the three maintenance positions be the first non-public safety positions to be funded. Staff will also recommend that at some time thereafter, when the financial/economic climate permit, the City Council create and fund the additional four positions to support Senior Citizen programming at Centennial Hills. It will be recommended that these four positions be included as part of any next group of new positions, having high priority after

improvement of or recovery from the current financial/economic climate.

8. Pursuant to the attached Agreement the parties engaged in good faith discussions in an attempt to resolve ongoing difficulties with the existence, application, interpretation and operation of Article 33 of the Collective Bargaining Agreement. The parties also agreed not to file or process any grievances for a period of six months while said discussions were undertaken. The parties have been engaged in those conversations, and agree to continue them in good faith, and recognize the possibility those discussions will continue past the six month period. As a result, the parties hereby agree that no grievances will be filed or processed as long as the parties continue to engage in such discussions. It is expressly agreed that any time lines for filing grievances concerning Article 33 will be tolled during this six month period.

9. Pursuant to the attached Agreement, in the event the parties reached mutual agreement on existence, application, interpretation and operation of Article 33, the City would grant the LVCEA an additional 80 bi-weekly hours of paid administrative leave, as a test program. This test program began January 1, 2007, and will end at the expiration of the current contract, and would terminate if either party declared the equivalent of impasse. It is hereby agreed that this test program will continue for the length of the current CBA, even if the parties

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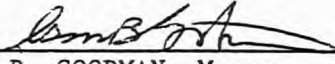
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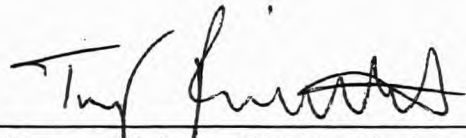
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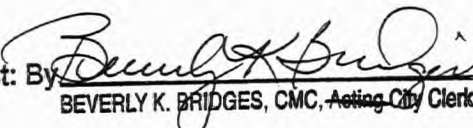
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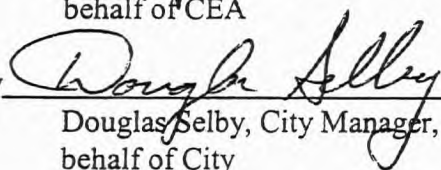
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declare impasse. Any continuation thereafter would need to be subject to negotiation, but without arguments of binding past practice.

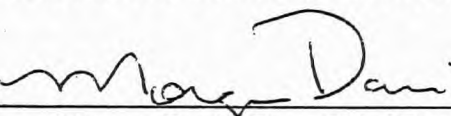

OSCAR B. GOODMAN, Mayor

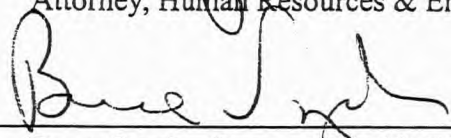
By 
Tommy Ricketts, CEA President, on
behalf of CEA

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

By 
Douglas Selby, City Manager, on
behalf of City

APPROVED AS TO FORM AND CONTENT:

By 
Morgan Davis, Esq., Chief Deputy City
Attorney, Human Resources & Employment

By 
Bruce Snyder, Esq., on behalf of CEA

AMENDMENT TO SETTLEMENT AGREEMENT

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maintenance positions. Staff will further recommend that the City Council fund these three newly created positions at a later date, but as the first three non-public safety positions to be funded during the current financial/economic climate. At such time those three maintenance positions are funded, they will be filled and assigned duties and responsibilities based on current management practice.

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7. It is expressly agreed and understood that at all times the City Council maintains full discretion in authorizing and prioritizing the funding of new positions. As indicated in Paragraph 3 above, Staff will recommend the three maintenance positions be the first non- public safety positions to be funded. Staff will also recommend that at some time thereafter, when the financial/economic climate permit, the City Council create and fund the additional four positions to support Senior Citizen programing at Centennial Hills. It will be recommended that these four positions be included as part of any next group of new positions, having high priority after

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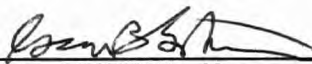
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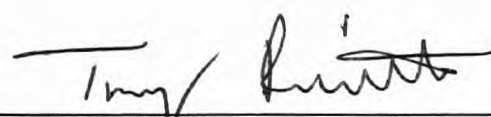
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declare impasse. Any continuation thereafter would need to be subject to negotiation, but without arguments of binding past practice.



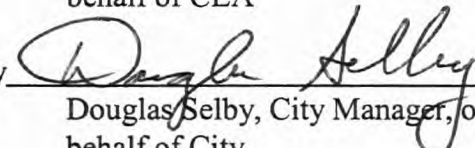
OSCAR B. GOODMAN, Mayor

By 

Tommy Ricketts, CEA President, on
behalf of CEA

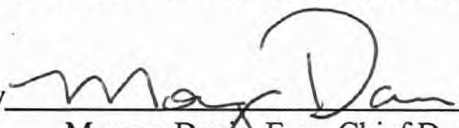
Attest: By 

BEVERLY K. BRIDGES, CMC, Acting City Clerk

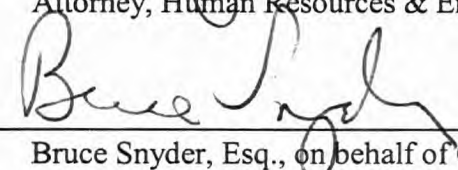
By 

Douglas Selby, City Manager, on
behalf of City

APPROVED AS TO FORM AND CONTENT:

By 

Morgan Davis, Esq., Chief Deputy City
Attorney, Human Resources & Employment

By 

Bruce Snyder, Esq., on behalf of CEA

EXHIBIT A

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 28 day of September, 2006, by and through the Las Vegas City Employees Association ("LVCEA"), and the City of Las Vegas ("CITY"). For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. There is a presently pending grievance, FB091505LVCEA-B, commonly known by the parties as the "Centennial Hills Grievance" which is scheduled for arbitration on October 19 and 20, 2006, in front of Lou Zigman. LVCEA hereby agrees to withdraw, with prejudice, and dismiss that grievance, and the parties agree to execute any and all necessary documents to effectuate the same.

2. The CITY will continue with its intent of having certain of the operations of the Centennial Hills recreation facility being performed pursuant to an operating agreement. In addition, once it is open and operational, the CITY agrees to utilize 7 new LVCEA bargaining unit positions to provide certain other functions at that facility. These 7 new positions are as follows:

4 positions to provide and support Senior Citizen Programming at the Centennial Hills Facility. (1 Senior Citizens Center Coordinator; 2 Recreation Leaders; 1 Customer Service Representative)

3 positions to provide maintenance, repair and upkeep of City equipment, property and grounds at the Centennial Hills location.

This staffing complement of 7 new positions, as previously offered in the City Managers Conference room in/or around April 25, 2006, will be recommended by staff, but is contingent upon/subject to City Council funding or augmentation.

3. The parties agree to meet frequently and regularly to engage in good faith discussions in an attempt to resolve the ongoing issues and difficulties with the existence, application, interpretation, and operation of Article 33 of the Collective Bargaining Agreement. The parties will attempt to use the October 19 and/or 20 date(s), and the services of Lou Zigman, if available and willing, to begin this process. The parties further agree to continue that process with frequent sessions as necessary, in an attempt to reach a mutually agreeable result. The parties agree not to file or process any grievances concerning Article 33 for a period of 6 months while they attempt to reach mutual resolution on the application, interpretation, and operation of Article 33. It is expressly agreed that any time lines for filing grievances concerning Article 33 will be tolled during this 6 month period.

4. In exchange for a mutual agreement on the existence, application, interpretation, and operation of Article 33, resulting from the process set forth in paragraph 3 above, the City will agree to grant the Association an additional 80 bi-weekly hours of paid administrative leave, for use by an Association officer, in performing City related Association business. This position shall have all the benefits and responsibilities accorded the President of the LVCEA as per Article 30 of the collective bargaining agreement. This item is intended to represent a test program with a start date on or around January 1, 2007, and ending at the expiration of the current CBA. Should the parties still be engaged in the process set forth in paragraph 2 above on January 1, 2007, the paid administrative leave may begin. However, no vested right is established, and should either party declare the equivalent of an impasse or otherwise indicate they are in good faith discontinuing the process, the paid administrative leave position would terminate at that time. Continuation of the paid administrative leave at the

expiration of the current CBA may be the subject of negotiation, but it is understood and agreed that there will be no arguments of the existence of a binding past practice. Further it is expressly agreed and understood that this item is viewed as being specific consideration for, and conditioned upon a mutually agreeable resolution to Article 33.

5. City Management has also expressed the present intent that the Northwest Senior Center will not be closed, resulting in a Reduction of Force of any bargaining unit positions, solely as a result of the opening of the Centennial Hills Recreation Facility.

6. This settlement effectively settles, resolves and compromises all rights, interests, issues and benefits of all kind related to the Centennial Hills Grievance between the LVCEA and the CITY, known or unknown, which are or could currently be filed or asserted in any forum, and it is expressly agreed to by the parties that this agreement constitutes a full settlement of all such disputed claims and complaints, and acts as a waiver, forfeiture or bar to any continuing or future claims, lawsuits, demands, or requests for any rights arising from or relating to such pending or possible claims, except as set forth herein, and this Settlement Agreement may be used as evidence of such waiver.

7. It is expressly agreed and understood that this Settlement Agreement does not bar any claim, actions, lawsuits, demands or requests for events that have not yet occurred.

8. This Settlement Agreement is made as a good faith settlement of disputed or contested facts and issues, and is made for peace of mind and does not constitute an admission of guilt or liability by either party.

....

....

9. This Settlement Agreement is executed voluntarily by all parties after consultation with independent legal counsel of their choice, or having voluntarily waived that right.

By Tommy Ricketts
Tommy Ricketts, CEA President, on behalf
of CEA

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

By Douglas Selby
Douglas Selby, City Manager, on behalf
of City

APPROVED AS TO FORM AND CONTENT:

By Morgan Davis
Morgan Davis, Esq., Chief Deputy City
Attorney, Human Resources & Employment

By Bruce K. Snyder
Bruce Snyder, Esq., on behalf of CBA

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....

....

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By Tommy Ricketts
Tommy Ricketts, CEA President, on behalf
of CEA

By Douglas Selby
Douglas Selby, City Manager, on behalf
of City

APPROVED AS TO FORM AND CONTENT:

By Morgan Davis
Morgan Davis, Esq., Chief Deputy City
Attorney, Human Resources & Employment

By Bruce K. Snyder
Bruce Snyder, Esq., on behalf of CEA

CITY COUNCIL MEETING OF
April 4, 2007
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Item 47 – Discussion and possible action to approve the Amendment to Settlement Agreement between and through the Las Vegas City Employees Association and the City of Las Vegas (\$93,797 Salary + \$37,518 Benefits - General Fund)

Item 48 – Discussion and possible action to award 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) - (\$460,000 - General Fund) - Ward 6 (Ross)

Item 49 – Discussion and possible action on the proposed operational plan for the Centennial Hills Active Adult Center located at 6601 North Buffalo Drive (\$120,000 General Fund) - Wards 3, 5 and 6 (Reese and Ross)

APPEARANCE LIST:

OSCAR GOODMAN, Mayor

MARK VINCENT, Director of Finance and Business Services

LOIS TARKANIAN, Councilwoman

TOMMY RICKETTS, President of the Las Vegas City Employee Association

LARRY BROWN, Councilman

GARY REESE, Councilman

MIKE LUBBE, YMCA of Southern Nevada

STEVEN ROSS, Councilman

DR. BARBARA JACKSON, Director of Leisure Services

50 minutes

Typed by: Ydoleena Yturralde

Proofed by: Angela Crolli

CITY COUNCIL MEETING OF
April 4, 2007
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MAYOR GOODMAN

Okay, Items 47, and 48. Forty-seven is discussion and possible action regarding the Amendment to Settlement Agreement between and through the Las Vegas City Employee's Association and the City of Las Vegas. And 48 is discussion and possible action to award Agreement Number 0-6-0-0-8-5 for the operation of 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, the YMCA, and this is in Ward 6.

Mr. Vincent.

MARK VINCENT

Good morning, Your Honor, Mark Vincent, Finance and Business Services. I'd like to take these in – sequence. When the City originally conceived of the – Centennial Hills Community Center project and as it – evolved to become what it is today as a 98,000 square foot facility, it was always contemplated, at least, from Council's direction's as well as management's recommendation that this facility would be operated by an entity, a non-profit outside the City of Las Vegas. And that was always the approach we were gonna take. We do have Article 33 in the Collective Bargaining Agreement with the LVC – CEA that requires that we give them 30-day notice before we do such a, such an out-sourcing as well as provide a feasibility study that show the economics of that decision.

In the course of doing that process, the CEA didn't feel that we've complied with the – requirements of the Collective Bargaining Agreement and they filed a grievance. And, so this settlement we have in front of us today is primarily, is a settlement of that grievance with the LVCEA. So, the first thing is that it does settle the – agreement. I wanted to also point out, we talked about this at a budget workshop, I wanna make this clear that this, from our perspective, it was always going to be required that Council was going to have to approve any funding of any positions called out in this agreement. Ultimately, that agreement needed to be ratified by Council's decision on those positions. So, it's always been our situation. As you know from the budget workshop, we talked about there being a lack of – revenue to fund new positions and this agreement called for, amongst a few other things, the creation of seven new positions. Staff could not recommend to you at the budget workshop the creation of seven positions so hence

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60 now we are talking about an amendment to that agreement. But, first let me just cover the three
61 major points with the agreement as we – originally signed with the – CEA last September. One
62 of the first thing I did, of course, was not only settle the grievance but it was required that we
63 were gonna work in good faith with the CEA to resolve the issues and discrepancies in Article
64 33, and during that process, that six-month possess, there would be a law or a toll, if you will, a
65 tolling of where a, both parties would agree not to file any grievance during that period, during
66 that time.

67 And by the way, just for the record, I think we have two meetings set up this month, on April 19th
68 and 20th, to finish those discussions on the re, rework of Article 33 and I'm pretty confident that
69 we'll get that concluded by the end of the month. The other thing I did, as I mentioned, created
70 seven new positions to support the community center. In addition to the, to do the contract with
71 the non profit to operate it, the other thing it did is, it created a new position for the – CEA by
72 providing 80 by weekly hours of paid administrative leave so they could have another CEA
73 official to work in what we consider to be somewhat of a test program to help us with some of
74 our training issues with respect to supervisor, particularly supervisor training. And that program
75 was to run concurrent with the current Collective Bargaining Agreement and it was creating new
76 vested, vestive rights for that to continue beyond, I think, June 25th to 2011.

77 So, the fact that we couldn't fund the seven positions brings us to the amendment, the
78 amendment, the changes that the amendment makes is that the three new maintenance positions
79 would be created but not funded until such time as the financial conditions change and Council is
80 prepared to – appropriate money for those new positions. But those positions will not be funded
81 until after the public safety positions that the Council deems are necessary. Those maintenance
82 positions will be assigned concur, based on current management practices with respect to the four
83 active adult positions that we're, to operate the active adult center. And, by the way, the non-
84 profit, the YMCA which is the next agenda item that we're recommending award of an Operating
85 Contract was not interested in operating the active adult center. So, we've always had
86 contemplated the City was going to operate the inactive, the active adult center. Those four
87 positions would also be treated as a high priority, not necessarily right after the first three
88 maintenance positions but as a high priority as the economic conditions improve and that the

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89 CEA would – agree to the City operating the active adult wing at the new center on a limited
90 basis not to exceed 20 operational hours a week using existing staff and resources.

91 The CEA also asks to have the right to review and comment on the maintenance services section
92 in the Operating Agreement, which is the – next agenda Item 48, which they have reviewed and I
93 think Mr. Ricketts probably has some comments about that today. It also kept in the 80 by-
94 weekly hours for the CEA official. And, one of the other things it also did, it expressly states
95 that it expressly understood and agreed that only the City Council has the full discretion and
96 authorizing and prioritizing positions that there's nothing in this agreement that – would excerpt
97 the Council's authority in doing this. So, with that staff recommends approval of the – agreement
98 as amended.

99

100 **MAYOR GOODMAN**

101 Thank you. Any questions of Mr. Vincent before we hear from Mr. Ricketts.

102

103 **COUNCILWOMAN TARKANIAN**

104 Mr. Mayor.

105

106 **MAYOR GOODMAN**

107 Yes.

108

109 **COUNCILWOMAN TARKANIAN**

110 When you say that you'll be taking present, using existing staff and resources to operate the
111 center for senior activities 20 hours, no more than 20 hours a week. Are we able to do with our
112 existing staff and resources without causing problems other places?

113

114 **MARK VINCENT**

115 Councilwoman, I believe agenda Item 49 is going to address that and I believe staff, the sure
116 answer staff things we can, but Dr. – Jackson's gonna address that in detail, of agenda Item 49.

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117 **COUNCILWOMAN TARKANIAN**

118 Thank you.

119

120 **MAYOR GOODMAN**

121 All right. Mr. Ricketts.

122

123 **TOMMY RICKETTS**

124 Thank you, Your Honor, it's, I appreciate this opportunity. First I'd like to say congratulations to
25 the three of you on your reelection and thank you for doing the right thing by appointing
126 somebody in the Ward 5 City Council seat, especially somebody that's recognized and respected
127 in the community. I know, Monday, in the Assembly Government Affairs, Assemblyman
128 Munford was really concerned about that. Secondly, I commend Betsy Fretwell on working with
129 us diligently to find resolution to this after the budget workshop. So, with that, I would just ask
130 you to approve this amendment and direct staff to continue working with us and with the open
131 minds to communication.

132

133 **MAYOR GOODMAN**

134 All right. Thank you. Any questions of Mr. Ricketts?

135

136 **COUNCILWOMAN TARKANIAN**

137 Mr. Mayor.

138

139 **MAYOR GOODMAN**

140 Yes.

141

142 **COUNCILWOMAN TARKANIAN**

143 I just think it's wonderful that the Las Vegas City Employee's Association working with our staff
144 you were able to come to this agreement. At one time it was really far apart and it's obvious
145 you've worked very very hard and I think you should be commended for your group too.

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146 **TOMMY RICKETTS**

147 Thank you.

148

149 **MAYOR GOODMAN**

150 Councilman Brown.

151

152 **COUNCILMAN BROWN**

153 Thank you, Your Honor. I just had a couple questions to clarify. This, Item 47 is an amendment
54 to the agreement so that they're packaged together?

155

156 **MARK VINCENT**

157 Yes. In your backup I believe that's there's both the original agreement and the amendment to
158 the agreement.

159

160 **COUNCILMAN BROWN**

161 Okay. If we could just, on Page 2 of the agreement, Number 5. I guess, Mr. Ricketts, this would
162 speak to the CEA and you and your board taking a look at the operating agreement in advance.

163

164 **MAYOR GOODMAN**

165 You have a copy of it, Mr. Ricketts?

166

167 **TOMMY RICKETTS**

168 Yes, I do.

169

170 **MAYOR GOODMAN**

171 Okay.

172

173 **MARK VINCENT**

174 Councilman just for verification, are you on item 5 of the agreement or on item 5 of the
175 amended, Amendment to the Settlement.

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176 **MAYOR GOODMAN**

177 Amendment.

178

179 **COUNCILMAN BROWN**

180 Amendment to the Settlement.

181

182 **MARK VINCENT**

183 Okay. All right. I'm with you.

34

185 **COUNCILMAN BROWN**

186 Page 2.

187

188 **MARK VINCENT**

189 Right.

190

191 **COUNCILMAN BROWN**

192 Number 5.

193

194 **COUNCILMAN BROWN**

195 The LVCEA with have the right to review and comment on any provisions prior to any
196 anticipated completion or approval of the operating agreement by the City Council. So that – has
197 been met.

198

199 **TOMMY RICKETTS**

200 Yesterday morning there was a meeting, Councilman Brown.

201

202 **COUNCILMAN BROWN**

203 Thank you. And, on Number 6, just on the language, as far as City staff on a limited basis not to
204 exceed 20 hours, operating hours, a week. And Dr. Jackson will explain that in 49 but, if there –

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205 are ways to increase that 20 hours, during, I – guess, the opening of that facility, can we do that
206 or is this a mandatory you cannot operate it more than 20 hours?

207

208 **MARK VINCENT**

209 That's, as I read it, it says open to seniors and utilizing existing staff on a limited basis not to
210 exceed. I don't know. Dr. Jackson would first have to speak to whether or not she would have
211 the resources to – operate it beyond 20. I guess the question I'm having in my head, based on the
212 question you've asked, is if there was a possibility to expand those hours with volunteers, for
13 example. I don't know.

214

215 **COUNCILMAN BROWN**

216 Is that a – bargaining issue?

217

218 **TOMMY RICKETTS**

219 Councilman Brown, that would be, in my opinion, a bargaining issue since we do have an
220 exclusive reclause in Article 2 of the contract.

221

222 **COUNCILMAN BROWN**

223 Very good. I appreciate that clarification. And are we comfortable, for the record, on Number 7,
224 the last line of the page. It will be recommended that these four positions be included as part of
225 any next group of new positions having high priority. Is there a comfort level, Mr. Ricketts and
226 Mr. Vincent, on what high priority means?

227

228 **MARK VINCENT**

229 I think there's a comfort level with the caveat that – as I understand this agreement, it sets – the
230 responsibility in the – control in the hands of the Council to determine at what point have we
231 met, not only the public safety issues, then the three maintenance positions, but you may have
232 other non-public safety positions that you feel have a higher priority than staffing the senior
233 center in the way I read this agreement in its totality you – have discretion to decide where that is.
234 That's the way I read it.

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235 **COUNCILMAN BROWN**

236 Public safety and then we have the three –

237

238 **MARK VINCENT**

239 The three maintenance –

240

241 **COUNCILMAN BROWN**

242 – additional positions. Then this group of four goes into the next cluster of positions that will be
43 evaluated by management.

244

245 **MARK VINCENT**

246 And ultimately – it'll prove – decided upon by Council and approved and funded by Council.

247

248 **TOMMY RICKETTS**

249 If I could – just state for the record, Councilman Brown, through you, Your Honor.

250

251 **MAYOR GOODMAN**

252 Certainly.

253

254 **TOMMY RICKETTS**

255 Its it's my position, you know, number one I'm – I don't think we do enough for seniors as it is.

256 It's a passion of mine since belonging to the citizens association we try to help out where ever

257 possible. When this issue came up and we're trying to find a, I guess, some sort of a way to

258 protect the integrity and our rights through collective bargaining but also to protect the integrity

259 of a department, this item was discussed. I think that, you know, after having some discussion

260 with other directors, I know in the Planning Department, I can understand issues like that that are

261 revenue generating and also so that we continue to grow so that our consolidated tax does

262 increase. I understand those principles. I think what that was, the opportunity based on Dr.

263 Jackson's participation in the meeting that the City does have limited resources. There is – a

264 northwest senior center, an old Fire Station 9 across from the Santa Fe Hotel and Casino, from

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265 what I understand, the seniors love that facility, don't want to close it, and when we were
266 originally coming up with the agreement itself, we wanted to make sure that the existing
267 employees who have dedicated their careers to severing the seniors with limited resources and
268 capacities to do so, were protected in that agreement. So I think that there, there's always room
269 for compromise. I would offer up if we need to do something to address that issue, I want it to be
270 known, on the record, that we're always willing to do so. It's the City's position though, based on
271 funding, they could not fully fund the positions is the reason we're in this predicament now trying
272 to find a resolution. So, anything that's there in writing is always open for discussion in the
73 future and if there is a way so that we can take care of the needs of the seniors, especially in a
274 new facility, I'd be the first one to be sitting at the table saying, "Hey, what can we do." And that
275 offer's there and it's on-going.

276

277 **COUNCILMAN BROWN**

278 Thank you, Mr. Ricketts. And my last question, Your Honor, is on the CEA position, that's –
279 being approved as parts of this formally. Now what, my understanding, if the association
280 chooses employee X to fill that slot, what – position is management in to back fill employee X
281 normal City responsibilities? Does that factor into new positions?

282

283 **MARK VINCENT**

284 Yes. That would factor in a new position. The concept, in general, we begun to talk about. The
285 issue that we have from an operation standpoint, we can take employee that's in a particular
286 division/department, that's assigned a particular job and now they're full time on CEA business.
287 It's difficult for that division/department to maintain supervisory and management
288 responsibilities over an employee that they really don't have any control over. So we began to
289 talk about taking those positions and putting them in an organiz, organization of, for lack, for the
290 lack of a better word, a phantom organization under Human Resources to house them there and
291 then allow departments to request a – sort of a dual fill, if you will, of that position so that work
292 gets done; That's just been in discussion. No matter what we do it is a new, it would look like a
293 new position.

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294 **COUNCILMAN BROWN**

295 Thank you. Your Honor and good luck on the 19th and the 20th.

296

297 **MARK VINCENT**

298 I think we'll do it.

299

300 **MAYOR GOODMAN**

301 Any other comments or questions. All right. That was 47.

02

303 **MARK VINCENT**

304 That was 47.

305

306 **MAYOR GOODMAN**

307 Did you wanna address 48 now?

308

309 **MARK VINCENT**

310 I'd be happy to.

311

312 **MAYOR GOODMAN**

313 I think they're companion items, are they not?

314

315 **MARK VINCENT**

316 They are and 49 is also companion too but we needed to take them in sequence any way.

317

318 **MAYOR GOODMAN**

319 All right. Well let's vote then. We'll vote on 47. Could I have a motion, please. This would be,

320 I guess, Mayor Pro Tem, you wanna make a motion?

321

322 **COUNCILMAN REESE**

323 I would move to follow Mark's recommendations, please.

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324 **MAYOR GOODMAN**

325 All right. Let's vote on 47, please. Post. Motion carries. (**Motion carried unanimously**)

326 Now we'll go on to 48, which I've already read into the record.

327

328 **MARK VINCENT**

329 Thank you, Your Honor, on Item 48 is the Operations and Management Agreement that we're
330 proposing, as awarded to YMCA, Young Men's Christian Association. Just a few highlights,
331 probably more than a few, but let me cover a few things. This is BLM site, so ultimately this
332 agreement is – contingent upon final approval by the Bureau of Land Management, as well as
333 you here today. It's a, contemplates a five-year contract with two five-year options. The YMCA
334 would pay the City of Las Vegas a \$1300-a-month administrative fee. The City has the right to
335 review and approve YMCA programming and fees.

336 By the way, I should have mentioned this – agreement has a precedent and that is the Durango
337 Hills Community Center is operating under similar agreements. So this agreement's been very
338 much modeled after that and we knew that we had success with the Bureau of Land Management
339 and getting their approval for that – type of agreement. It does provide for a joint use without
340 any cap and such a large facility at this point, that the City has the right to use the facility. All we
341 have to do is coordinate and inform the YMCA. It does provide for \$58,000 in preoperational
342 cost to the YMCA. We also, in our capital plan for the construction of the facility, included
343 \$400,000 for furniture fixtures and equipment.

344 The YMCA is gonna be responsible for routine maintenance and custodial. The City's gonna be
345 responsible for utilities; for operating the active adult wing, which is the next item, Item 49 we'll
346 be talking about with Dr. Jackson. The City will be responsible for maintaining the exterior
347 grounds and facility equipment, heavy – equipment, mechanical equipment. The City will be
348 responsible for any repairs due to any patent or latent building defects or pool defects from the
349 construction and we'll be covered under, I think it's a two-year warranty period for that
350 construction as well. The City does reserve the right to do the regular and routine maintenance
351 custodial if the City chooses to do that. That would speak to, if the City funded the three
352 maintenance pers, positions that we talked about on Item 47, decided we wanted to put them at
353 Centennial Hills and fulfillment of that portion of the Settlement Agreement, that the YMCA

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354 would give us a credit back for that on a deferred basis on a sliding scale. So, that option is at –
355 our discretion.

356 The YMCA would not heat the outdoor pool during off-season hours which should be, I think,
357 Labor Day to Memorial Day, in the off-season. They wouldn't heat it, which means there
358 wouldn't be any use of the pool for school or – teams swimming without the permission or
359 consent of the City of Las Vegas. And, obviously, that's because we're paying the utility bill and
360 it's gonna be a significant utility bill to heat those pools. So, they won't do that without our
361 consent. And then finally, the YMCA will report in its monthly reporting to us the fundraising
62 efforts at that site, and, at our request, we'll also provide any regional or national fundraising
363 information.

364 So, with that, those are the general highlights. I know that Mr. Lubbe is in the audience from the
365 YMCA. You may want to ask him a question or two, but, with that, staff is recommending
366 approval of the contract.

367

368 **MAYOR GOODMAN**

369 Very good. Did you want to be heard Mr. Ricketts?

370

371 **TOMMY RICKETTS**

372 Yes, I would. Couple of comments that I would or a couple of things that I'd like to ask the City
373 Council, to direct staff to do, number one is, is to make sure that we continually monitor, not
374 only this contract but every other contract that we utilize and I know staff is rather limited, but
375 we've had serious concerns in the past, especially with custodial in some of the provisions of the
376 contract not being followed up on. But on this one here, I would ask that they, that it is
377 monitored and that if any reports are issued that we, that I'd be included on that or Las Vegas City
378 Employee's Association. Number two, since the City does have some requirements and the
379 contractor will also have some requirements, if City staff is utilized to do some of those portions
380 that – are spelled out on the contract, I would like to be notified, if possible.

381 And with that I would encourage you to fund those positions. I know it is hard for the City to
382 continually operate doing more work for more people with less staff. I know an analogy that was
383 shared with me, you just create, you know, we're all asked to follow rules procedures and laws,

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384 not to break the speed limit, especially in a marked vehicle, at the same time we built in more, 10
385 more miles of streets and the street sweeper operator is told, listen, I don't know how you're
386 gonna do it but you're gonna have to do 10 more miles before you go home today. That's kind of
387 where we're at in some areas. So, I would ask the Council to be cognizant of that, and we, I will
388 commit to work with you at any way possible to find some resolutions to some of these concerns,
389 I think that are shared mutually. So with that, those are my comments.

390

391 **MAYOR GOODMAN**

92 Very good. Thank you, Mr. Ricketts.

393

394 **MARK VINCENT**

395 Your Honor, may I clarify something Mr. Ricketts said. I just want to make sure I understood.
396 When you were speaking about giving you notice of whenever City staff is performing, we're
397 talking about specifically the functions under Section C –

398

399 **TOMMY RICKETTS**

400 C3.

401

402 **MARK VINCENT**

403 C3.

404

405 **TOMMY RICKETTS**

406 Yes.

407

408 **MARK VINCENT**

409 Okay. I just want to make sure so that any time City staff's doing functions that were assigned to
410 contractor. I want to make sure that was clear to me.

411

412 **MAYOR GOODMAN**

413 All right. Very good. Mr. Lubbe, would you like to be heard?

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414 **MIKE LUBBE**

415 Very briefly, Mayor. Mike Lubbe, representing the YMCA of Southern Nevada. We just like to
416 thank the City Council and the staff for working so diligently with us over the course of the last,
417 seems like two or three years to get this agreement on. We're very, feel very pleased and
418 privileged for this opportunity. Had an opportunity to take the hard-hat tour about a week back
419 and see what, I think, will be a very outstanding facility for the residents and the community and
420 we will work diligently with staff to stretch the dollar as far as it can be stretched and make sure
421 that as many positions can be filled as possible and many services can be provided. So, we'd like
22 to thank you for that and if there are any questions of us, we'd be prepared to answer.

423

424 **MAYOR GOODMAN**

425 Very good. Thank you, are there any questions of Mr. Vincent, Mr. Ricketts or Mr. Lubbe at this
426 time?

427

428 **COUNCILMAN BROWN**

429 Yes.

430

431 **MAYOR GOODMAN**

432 All right. Councilman Brown.

433

434 **COUNCILMAN BROWN**

435 Thank you, Your Honor. Most of the questions are just gonna be clarifications with a couple –
436 comments but I did – want to get in to some specifics. I guess I'll start on Page 5 of 28, B9, the
437 City's Administrative Service Fees. Mr. Lubbe, do you have a copy of your contract?

438

439 **MIKE LUBBE**

440 I don't, but I'm familiar with that.

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441 **COUNCILMAN BROWN**

442 Okay. And just to preface the specific questions, my understanding that the foundation of the
443 contract at Durango Hills which used the foundation –

444

445 **MIKE LUBBE**

446 That's correct.

447

448 **COUNCILMAN BROWN**

449 – and I think we've improved that in some areas, but that was the justification. So, the first one,
450 my understanding is that the City's designated contract monitor would be reimbursed after the
451 first year by the YMCA?

452

453 **MARK VINCENT**

454 With respect to this section here, B9, basically, this is very similar to the Durango Hills contract
455 where the YMCA is paying the fee to the City for the, essentially, the use of the facility. Is there
456 something specific I missed?

457

458 **MIKE LUBBE**

459 I think, Councilman Brown, to answer your question, I think the administrative fee allows the,
460 allows funding for – individual to monitor the contract, or monitor the operation of the facility.

461

462 **COUNCILMAN BROWN**

463 And that, we're doing that at Durango Hills?

464

465 **MIKE LUBBE**

466 That's true.

467

468 **MARK VINCENT**

469 The – fee, yeah, the fee is, was started out, I think, at \$1200 or, I think (inaudible) of a thousand,
470 but it also has a CPI square. So this is very much exactly what we're doing at Durango Hills.

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471 **COUNCILMAN BROWN**

472 The same page, Page 6 of, just out of curiosity, because we have some issues at the golf course,
473 the C2 Operational Standards, Hazardous Substances or Hazardous Waste, is anything involved
474 in the pool would that fall under this category?

475

476 **MARK VINCENT**

477 It could, but I'm not a hazardous material expert, but –

478

79 **COUNCILMAN BROWN**

480 Could we just check that, because I know we've, we ran into some problems at the golf course
481 with some – issues. Page 9 on C8, the Community Need Survey and Assessment, as well as C8
482 and C9. I think it's, if there's one part of the Durango Hills relationship with the – Y, the
483 partnership is, I don't think we do enough in the – ways of cooperating in joint – efforts in such
484 things as assessments and marketing. So, this is just a – comment, that if there's ways we can
485 incorporate, if Mr. Lubbe's going to be doing an assessment. I know the City does similar
486 activities, but we if we could almost make it transparent where we're truly as a City community
487 center, assessing the needs of a community and not just so much the YMCA is gonna do this part
488 and the City is gonna do their part; just take a look at those two activities, ways that we can
489 jointly, especially in the – form of advertising, marketing programs, the pools, things like that. It
490 would be beneficial not to segregate. It gives the opportunities to incorporate both activities.

491 Page 10, Subset C, number two, I hope this is a typo: the contractor agrees to furnish and set
492 service on a fair, equal and on discriminatory basis.

493

494 **MARK VINCENT**

495 (Inaudible)

496

497 **COUNCILMAN BROWN**

498 So, it's a non-discriminatory basis. All right.

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499 **MARK VINCENT**

500 We'll – correct that.

501

502 **COUNCILMAN BROWN**

503 It should be, just in case someone's reading the contract. The same Subsection C, number eight;
504 whether a full-time, part-time employee trainer whether or not paid volunteer shall successfully
505 pass a background investigation conducted by Metro. So, we're asking the Y, every employee in
506 this City facility will have a background check by Metro?

07

508 **MIKE LUBBE**

509 That's correct.

510

511 **COUNCILMAN BROWN**

512 Is that your standard procedure?

513

514 **MIKE LUBBE**

515 Yes.

516

517 **COUNCILMAN BROWN**

518 Do we do that at the City?

519

520 **MARK VINCENT**

521 You bet.

522

523 **COUNCILMAN BROWN**

524 On all our volunteers?

525

526 **MARK VINCENT**

527 You bet, and that's why it's in this contract.

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528 **COUNCILMAN BROWN**

529 Well, that's very good to know and I'm sure the public –

530

531 **MARK VINCENT**

532 You feel safe, don't you.

533

534 **COUNCILMAN BROWN**

535 – appreciates that. Next page, Page 11, I – think this came up early in the discussion. I know
36 that Councilman Wolfson is well aware of this. But, in particular, the first paragraph, C11, Pool
537 Operations, should a third party request the rental and heating of the outdoor pool, etcetera,
538 etcetera, with YMCA concurrence, not to unreasonably withheld by the City may rent to a third
539 party. And I know that our offices have been contacted, by the school district in particular,
540 saying, we want more space. We've heard that from lacrosse, senior softball, just about
541 everything. But this is becoming a real demand, so this, I think it speaks to the policy that we're
542 using citywide, that if a third party, like the school district, wants to use our facilities, they're
543 certainly welcome to, but it's my understanding that they're been asked to pay for that heating
544 cost.

545

546 **MARK VINCENT**

547 That – would be my position, if you're asking the Finance Director –

548

549 **COUNCILMAN BROWN**

550 Well, in –

551

552 **MARK VINCENT**

553 – but – that's – exactly the issue here.

554

555 **COUNCILMAN BROWN**

556 – in relation to this contract . I know that we're –

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557 **MARK VINCENT**

558 It –

559

560 **COUNCILMAN BROWN**

561 – subsidizing right now.

562

563 **MARK VINCENT**

564 It – would, as I would envision it, if we had a third party coming to us and wanted to, say the
65 school district came and said, we want to use the pool for the swim team, and they approach the
566 Y, the Y contacts us, our position would be, we ought to be getting full cost recovery for the use
567 of the pool. The school district would probably have a different position, and I would envision
568 something would be brought to Council and ultimately you would decide how much, if any,
569 subsidy you would want to provide to the school district. But – I can tell you that – we estimate
570 the gas heating bills for, when these pools come online, with the existing year-round pools that
571 we have that have gas heating, we're talking about a million dollars a year in heating costs, just
572 for the pool alone. It's not an insignificant number.

573

574 **COUNCILMAN BROWN**

575 And I think that will come up at our budget conversation, but this – recently happened at
576 Durango Hills. The school district wanted to use it, we said fine, but they wanted the City to
577 subsidize close to thirty, forty thousand, which it was never identified in last's year's budget. So,
578 Page 12, and a lot of this is clarification and – edification, really, the holidays, the contractor will
579 close, D3, will close the contract area on the following legal holidays, those four. Is that normal
580 Y practice?

581

582 **MIKE LUBBE**

583 Yes.

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584 **COUNCILMAN BROWN**

585 Page 13, this is, I thank Councilman Ross and staff for putting this one in. We have tremendous
586 demands at Durango Hills. We have tremendous demand at all our community centers. Meeting
587 space now has become a premium, especially in light of certain schools. Councilwoman's aware
588 of this, now have a policy, they don't allow people to meet in their cafeteria as much as they used
589 to. So, that, I think that's a great add there, that, you know, it's – the Y's discretion to bring in a
590 non-profit for free or maybe it's a for profit that wants to use the space. It's at their discretion
591 that they can rent that space. That's been a great – demand.

92 On Page 15, bottom of the page, Termination for Convenience. Is – this, likewise, part of
593 Durango Hills?

594

595 **MARK VINCENT**

596 You know, I don't know, if it is in Durango Hills or not. I don't know if my staff knows. It is a
597 standard, it is standard contract language that we attempt to get into every contract that we
598 negotiate, it, I will tell you that. But I can't tell you off the top of my head, if it's in Durango
599 Hills or not.

600

601 **COUNCILMAN BROWN**

602 Well, just –

603

604 **MARK VINCENT**

605 And I don't know if Mr. Lubbe is, even knows that answer.

606

607 **MIKE LUBBE**

608 I'm not – sure, if that's the case.

609

610 **COUNCILMAN BROWN**

611 Obvious concern here is, they open up, three months later we say, hey folks, thank you for
612 opening up, but we're going to take it over. Could we put on the record that there's some kind of
613 a practical approach or reasonable approach. Termination for Convenience seems, to put a

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614 partner, maybe not just the Y, if this is in all our other contracts, I can understand, but it seems
615 like it's –

616

617 **MARK VINCENT**

618 We certainly –

619

620 **COUNCILMAN BROWN**

621 Do you think it's an easy way out after negotiating a – contract.

622

623 **MARK VINCENT**

624 Well, if the – question is, that if we terminate for convenience, should there be some
625 responsibility for the City to – keep the YMCA whole. Well, for example, if they're in the long-
626 term leases, we're going to assume those – leases, for example. There may be other issues that I
627 haven't thought through, but, if that's what you were referring to –

628

629 **COUNCILMAN BROWN**

630 It seems we go a long way, as far as, for any reason whatsoever, paren, including no reason, we
631 could just terminate. But, I just put that on record. I think that we owe our partners a little more
632 than that.

633 E19, on page 23, Conflict of Interest City Officials. Is that a standard and practical paragraph?

634

635 **MARK VINCENT**

636 Yes.

637

638 **COUNCILMAN BROWN**

639 On, well, on the attachment to the joint use, I said that in our briefing, I think Councilman Ross
640 was in there. I want to applaud the City, Leisure Services and the Y. This joint use that spells
641 out that, even though they're operating it for us, it's our facility and we should take advantage of
642 that space as much as anybody. I think that's a great start. I hope that we can build on that scope
643 of work and bring some of that to the Durango Hills side of it because we did not do any,

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644 anything as formal. But I thought that was tremendously forward, as far as benefits to the City.

645 And my last one –

646

647 **MIKE LUBBE**

648 Councilman Brown, one comment I want to make on the joint use as well. There was some
649 mention earlier about the active older adult center and limited hours, but at many of the Y
650 facilities, we do have instructors that provide activities for active older adults that could be
651 utilized in the event that they need to be conducted. So, if there's group exercise classes or the
52 things that need to take place and there's a volunteer leader that needs to do that and or the like –

653

654 **COUNCILMAN BROWN**

655 As long as didn't jeopardize –

656

657 **MIKE LUBBE**

658 – we'll stand back.

659

660 **COUNCILMAN BROWN**

661 – any kind of C2 bargaining unit. So, let's just be careful of that. My last comment, and perhaps
662 the one that's most important, from my perspective, is Page 5 again, that the whole maintenance
663 issue. I don't want this to become a problem either at Durango or Centennial down the road.
664 The situation, the agreement we just passed, takes those three designated maintenance positions
665 for Centennial Hills, makes them a priority. They may get assigned here, they may get assigned
666 to a park, whatever the case may be, if the scenario plays out that those are assigned to another
667 part of the City, the Y has accepted that they will take over the maintenance costs.

668

669 **MARK VINCENT**

670 It was always contemplated that the YMCA would do routine, maintenance and custodial, and
671 that's how they actually bid on their performa. We actually know exactly what they did for that,
672 and when we were in – negotiations with the, of the bargaining unit on this issue, it was –
673 contemplated that we could, perhaps take over that from the Y with the new positions that we

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674 had bargained for. So what we did is we put that other language in there with the Y that says if
675 we elect to do that, we want a credit back from the bigger budget. So, that's –

676

677 **COUNCILMAN BROWN**

678 And we, likewise, talked in the briefing, but I'll put it on the record. One of the things that this
679 partnership, one of the goals of the partnership is to look for those organizations that could help
680 us stretch our resources, both facility wise, labor wise, money wise, and one of the things the Y
681 can do that we just don't have the ability, is to provide this type of maintenance, either through
682 volunteer work or bringing a firm that is less costly, hopefully that still does a good job. So,
683 from policy perspective, we were going to put three positions into the Y and yet make the Y pay
684 for those positions, even on a prorated basis. And that, not only with this contract, but if we look
685 at opportunities down the road, that is in conflict with why we even get in it in the first place.

686 So, we had this discussion, but I just, it's in the contract, and I guess that's fine. The reason why
687 we bring in this is to try to save us money. I'm not sure we should be imposing certain positions
688 into the partnership and then making them pay for those. I could see if we were going to provide
689 maintenance or, you know, coordinated positions or something like that to build the partnership.
690 But that's our position and we should pay for that. So, that's my perspective, down the road, that
691 if in fact we're going to bring positions into this facility, which if it's – needed or necessary, I'd
692 support that. But not make them pay a position that they can do a lot cheaper and is part of the
693 foundation for why we have from the first place. So, I know a couple of people disagree with me
694 on that, but that's my last – comment.

695 I want to thank, certainly, Mr. Ricketts, the YMCA, City staff did a great job. I think they've
696 built off the Durango, taken some of the things we did there and actually improved them and
697 most importantly, Councilman Ross, he's got absolutely the – nicest facility, as does the City of
698 Las Vegas, anywhere in Southern Nevada. And I wish everybody the best on it. Those are my
699 comments, Your Honor.

700

701 **MAYOR GOODMAN**

702 All right. Thank you very much. Any other comments at this time? All right. Thank you,
703 gentlemen. We appreciate it. Councilman Ross.

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704 **COUNCILMAN ROSS**

705 Thank you, Your Honor, and Councilman Brown, I appreciate all of your comments and
706 questions and value those a great deal. I also wish to express my appreciation for – this team.
707 I'm gonna to go down the line here; Mike, Tommy, Mark, Betsy; you guys did a great job, and
708 anybody else who was part of this. This is a partnership and that's what I have envisioned from
709 the beginning. I'm, actually can't believe we're – almost there. We're almost there. I can go out
710 there and touch it. I can feel it and I can see it. And I too got the nice tour of it and I can see by
711 the smile on your face you're excited because I'm excited. It's a great day for Ward 6. The
12 bagpipes, Floyd Lamb and now this; a premier 98,000 square-foot recreational facility in the
713 heart of Centennial Hills for the benefit of the, this community.

714 Tommy, your – team, you understand the importance of this partnership and I know Mr. Lubbe
715 does as well. Had numerous conversations with him, had numerous conversations with you.
716 This has been truly a team effort. I want to extend my appreciation to – your union members for
717 their patience and understanding as to where we are. We do have opportunities out there.
718 Whether it's, Mr. Lubbe's got some senior programs out there, some active adult programs just
719 built into your programs already. Whether it's swimming or aerobics or what have you. Those
720 are already there, but I think there's – I mentioned earlier about the Floyd Lamb Tule Springs,
721 that there's a lot of folks who would like to donate their time and to come out there and serve and
22 have that opportunity to do so. There's a lot of great retired folks that would want nothing more
723 than to give back to their community. Here we are Councilmembers and Your Honor, once again
724 providing an invaluable great service to this community to enrich the quality of life for the
725 residents of this City. So, I'm grateful for that opportunity and I'm grateful for that reports. With
726 that, Your Honor, **I move to approve agenda Item 48 and follow staff's recommend –**
727 **recommendation to do so.**

728

729 **MAYOR GOODMAN**

730 All right. Thank you. Let's vote, please. Post. Motion carries. **(Motion carried unanimously)**

731 Thank you.

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732 Now we're up to 49. Discussion and possible action on the proposed operational plan for the
733 Centennial Hills Active Adult Center located at 6601 North Buffalo Drive. This pertains to
734 Wards three, five and six. Dr. Jackson.

735

736 **BARBARA JACKSON**

737 Good morning Mayor and Council.

738

739 **MAYOR GOODMAN**

10 Good morning.

741

742 **BARBARA JACKSON**

743 Congratulations to the three of you on your elections.

744

745 **MAYOR GOODMAN**

746 Thank you.

747

748 **BARBARA JACKSON**

749 And congratulations, Councilwoman Williams, welcome to City Hall. She's not here, but
50 welcome anyway. In the summer of this year the Centennial Hills Center will open a 12,000

751 square-foot facility which is dedicated primarily to the seniors. We hope to call that the
752 Centennial Hills Active Adult Center and that's in recognition of the many seniors who are quite
753 more active than our normal senior centers have been; our baby boomer population from 1945 to
754 1962. There are a significant number of seniors of that age group. It's a growing community and
755 we want to recognize that with the beginning of the Centennial Hills Active Adult Center. It's
756 one of our fastest growing segments. In order for us to staff that, Leisure Services was not given
757 staff, additional new staff, to do that so we've looked internally and we began with our senior
758 division looking through all of the senior center facilities that we have. We looked for the
759 minimal impact that it could possibly have and we've come up with a scenario that gives us
760 enough people to be able to man it for at least the 20-hour operation that was discussed
761 previously. We hope to do that with a full-time coordinator, which we hope to get from

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762 borrowing a vacant position from the East Las Vegas Senior Center. Position's currently vacant
763 there and we'd like to overfill that position with a coordinator's position to accomplish that. We
764 also have some downtime that we'll be experienced due to the expansion of another of our
765 facilities which is the Doolittle Center. In about another month or so, it will go down for
766 renovation and some of the programming will be downgraded, somewhat as, it moves over into
767 the community center site and so that gives us the position that we could borrow 20 hours from.
768 That person would work half time between Doolittle and half time between the Centennial
769 Center. In addition, Leisure Services would provide six hourly staff to accomplish this.

770 Now, just so that you understand, behind the scenes there is what we call commissioning. We
771 begin early on before our center is scheduled to open, which is the summer. We begin right now,
772 as a matter of fact, as I stand here, we are ready to begin at a cost of about \$120,000, which
773 Leisure will absorb. We can provide that type of service. When July 1 rolls around, we will
774 need operational funding to continue that operation. The staff that I just mentioned, the full time
775 hopefully up over filled coordinator, the rec leader, the hourlies (sic), could stay in the same state
776 of activity through the spring of next year provided that we're given the operational funds to do
777 that. In the spring of next year, it's very important that you know that the Doolittle Center will be
778 back up and operational. That person will need to go back to that position full time and the East
779 Las Vegas position will also need to be reinstated at East Las Vegas.

780 And so, our estimated costs, for a full year's operation beginning July 1 of this year, is
781 approximately 300,000. If Leisure is asked to do that, it will mean a significant change in the
782 way we do business in Leisure Services. We can make suggestions about that, we are reviewing
783 what that would mean. But if, as of July 1, there are no operational funds given to us, Leisure is
784 expected to do that, it will mean something will drastically change and I will need the support of
785 Council. In years past, I have been very fortunate to be a magician of sorts and make the things
786 stay normal and still add on. That's not the case any more. It is what it is. And I just wanted to
787 be frank and on the record with you about that. I can't pull anymore rabbits out of that hat.

788 I'd like to also add on the record, Mayor, through you to Councilman Brown, regarding the
789 YMCA, and the marketing part. We are on tap with a meeting scheduled already for April 23rd
790 relative to marketing with the YMCA. So, we're very much on board with that; already in
791 advance. Again, just reemphasizing that as of next spring, no matter how this goes, I would

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792 really like to implore you to make us whole with regard to Doolittle so it does not experience any
793 change. Right now, they – are going to be downsizing somewhat due to reduce programming
794 and as well as East Las Vegas. So, with that, I would ask for staff, for you to accept staff's
795 recommendation.

796

797 **MAYOR GOODMAN**

798 All right. Thank you. Are there any questions of Dr. Jackson? Councilman Ross.

799

800 **COUNCILMAN ROSS**

801 Just some comments, Your Honor, I don't think any questions. Doctor, I envision me handing
802 you a dollar and telling you that I've got about \$10 of programs and activities and sports and
803 Lacrosse and soccer and baseball that I need you to take care of, go handle that. I know I'm not
804 your favorite Councilman.

805

806 **BARBARA JACKSON**

807 Yes, you are. Yes, I like new, you're new. I like you.

808

809 **COUNCILMAN ROSS**

810 But it's, and – I appreciate your comments about pulling rabbits out of the hat. I – know that
811 you're trying real hard to – make ends meet with the budget that you've got and the staff members
812 that you do have. I'm fully aware of that and I'm grateful for your efforts to – join with me in a
813 team effort to make things happen out there and continue to do things. I'm very optimistic. I'm
814 optimistic about our economy, our C tax is gonna come up. We'll be able to make it whole and
815 we'll be able to continue to provide services for this entire City and your entire department. So,
816 I'm optimistic about that and feel very good about that. One thing I did want to mention, I meant
817 to mention earlier, Your Honor, if may –

818

819 **MAYOR GOODMAN**

820 Certainly.

CITY COUNCIL MEETING OF
April 4, 2007
VERBATIM TRANSCRIPT – ITEM 47-49

821 **COUNCILMAN ROSS**

822 – is communication. Mr. Ricketts had met some, mentioned some communication with staff and
823 – Mr. Vincent, Mike Lubbe, and I – would like to also envision, gentlemen, since you're all here
824 and with your department, that communication has to happen. Mr. Ricketts is in the middle of
825 that communication belt. Good, bad, or ugly it makes, it doesn't matter. This is a team, this is a
826 partnership and I'm kind of looking at you as a team leader here. So, good luck with that –

827

828 **BARBARA JACKSON**

829 Thank you.

830

831 **COUNCILMAN ROSS**

832 – dollar bill I gave you.

833

834 **BARBARA JACKSON**

835 Thank you for the dollar bill. I'd also like to thank Ed Jost, our Senior Division Manager, and
836 Pete Priest and Drollis Henderson of the seniors because they spent many hours just trying to
837 craft this so that we could at least have the 20 hours of operation.

838

839 **MAYOR GOODMAN**

840 All right. Thank you. All right. Mayor Pro Tem, do you have a motion?

841

842 **COUNCILMAN REESE**

843 Again, this is, I think all of us working together to make things happen. I know that we all want
844 to have the same services in our Wards. I certainly respect new Councilwoman Williams and
845 Doolittle as well as the operation at our East Las Vegas Community Center. They are great
846 centers and we want to make sure that all the residents that use these facilities are taken care of.
847 So, with those things said, hopefully July 1st we'll have, Doctor?

848

849 **BARBARA JACKSON**

850 I'm sorry. I just recognized that there's a correction I need to make for the record before –

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ITEM 47-49

851 **MAYOR GOODMAN**

852 All right. Go ahead, please.

853

854 **BARBARA JACKSON**

855 – before – you vote. I'm sorry, Councilman Reese. For the record, the language that is in the
856 backup that states the proposed upgrade of a Recreation Leader to a Leisure Activities'
857 Coordinator should read, the intent is to overfill, not upgrade, but overfill the Recreation Leader
858 as a Leisure Services Activities' Coordinator. Sorry.

59

860 **COUNCILMAN REESE**

861 Thank you. That's correct. **I made a motion to follow staff's recommendation.**

862

863 **MAYOR GOODMAN**

864 Very good. Thank you. Let's vote. Post, please. Motion carries. **(Motion carried**
865 **unanimously)** Thank you.

866

(END OF DISCUSSION)

867 /yy;ac

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: CITY MANAGER
DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action to award 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) - (\$460,000 - General Fund) - Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$460,000

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 one time pre-operational costs. 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 \$460,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Agreement No. 060085

CITY COUNCIL MEETING OF: APRIL 4, 2007

Motion made by STEVEN D. ROSS to Approve as recommended

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

BRENDA J. WILLIAMS, 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 47 for combined Verbatim Transcript.



**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

Should the City elect to assume responsibility for maintenance and repair services provided in Paragraphs C-3(b) and D-2(c), the Contractor shall credit back maintenance expenses on the monthly utility invoice per the following schedule for each year to be defined as twelve calendar months commencing on the first date of service provided in the Contract Area:

<u>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 all equipment, in accordance with a designated maintenance schedule approved by the City.
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) The Contractor shall provide services and materials for comprehensive and adequate cleaning of the Contract Area, including all regular, routine and daily maintenance duties and general repairs.

(c) The Contractor 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 reserves the right to assume all regular, routine and daily custodial, maintenance duties and general repair services of the Contract Area as currently provided by the Contractor in Paragraph C-3(b) of this Agreement. The City will exercise the option by providing a sixty (60) day advance written notification to the Contractor whereupon both parties will work a mutually agreeable schedule to transition in the City staff.

(d) Other 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:

1. Make all repairs to the pools.
2. Maintain the parking areas at the Center.
3. Maintain and care for all plantings within the Contract Area and grounds outside of the Contract Area of the Center.

4. 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.

5. Coordinate construction warranty repairs and make necessary repairs to the Center due to patent or latent building or pool defects.

6. 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;

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

- (iii) Planning Department meetings to discuss development issues with residents of Northwest Las Vegas;
- (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 Six Million Dollars (\$6,000,000) 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. The Contractor shall also maintain sexual abuse/molestation defense insurance 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 3/21/07
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 103-99 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
702-977-9622
Telephone
88-0659266
EW 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

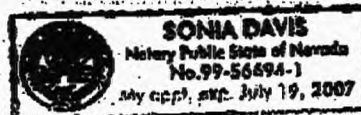
3/6/07

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>
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Evans, Sean	WAL* MART District Manager Store 2837 4350 N. Nellis Blvd. Las Vegas, NV 89115 spevans@wal-mart.com	643-1417	643-6053
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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

Board of Directors
Page 4

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Ostendorf, Roger Chairman	Desert Shore Tile 4141 Wagon Trail Las Vegas, NV 89118 roger@desertshoretile.com	221-2262	221-2264
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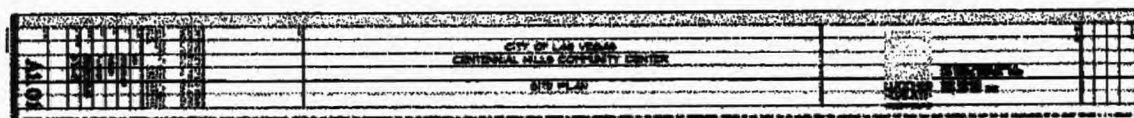
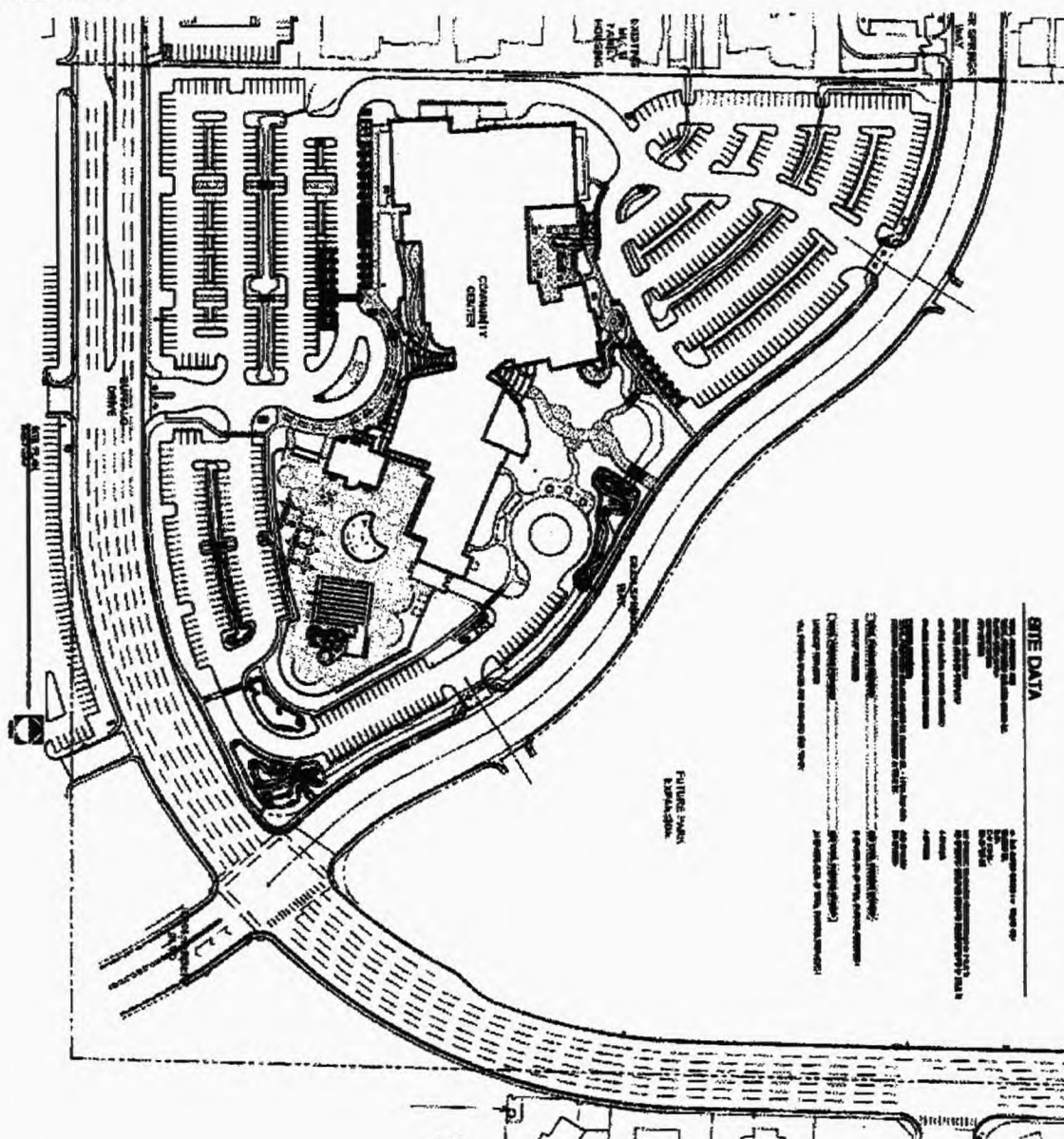
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EXHIBIT B1

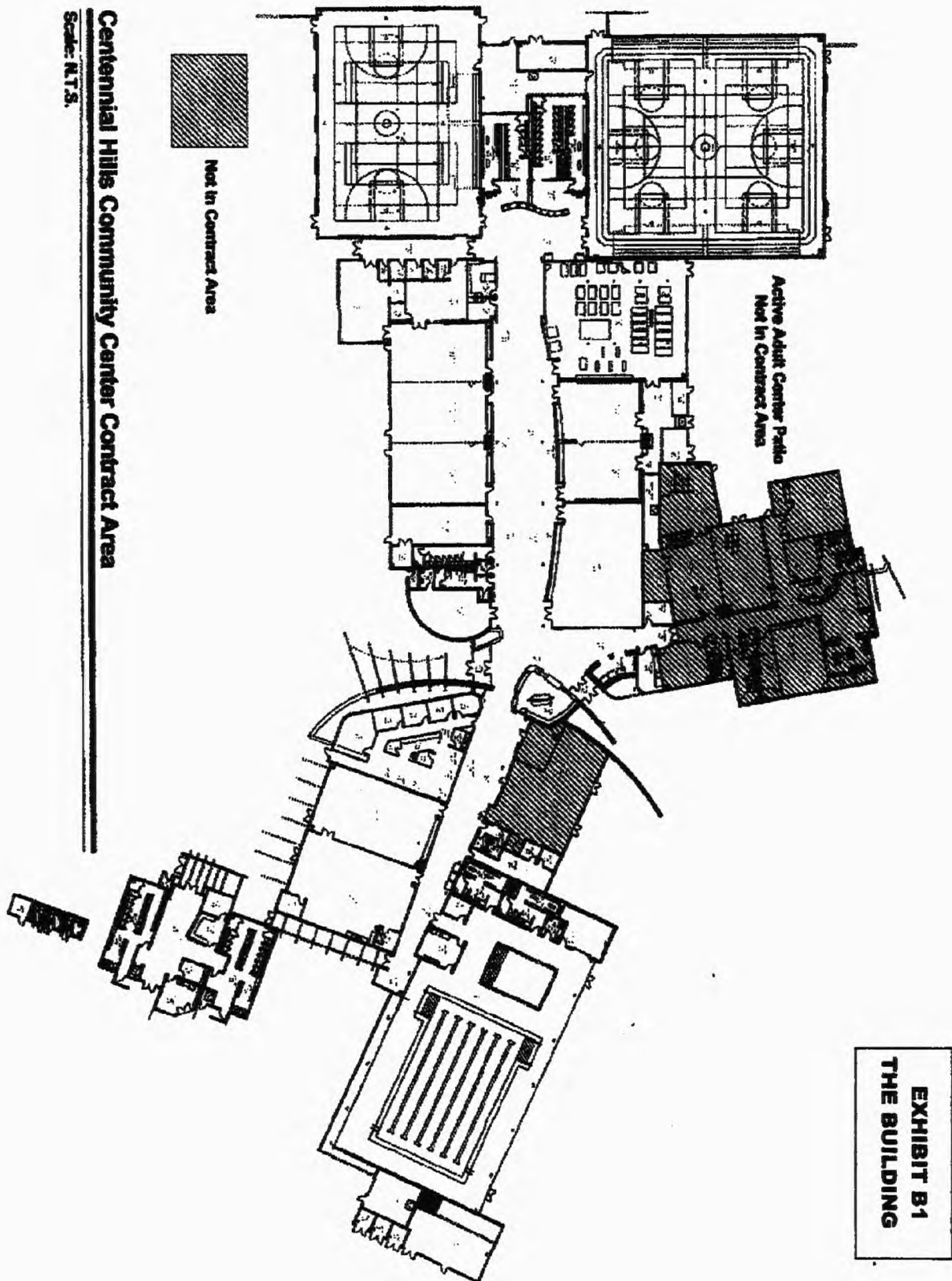
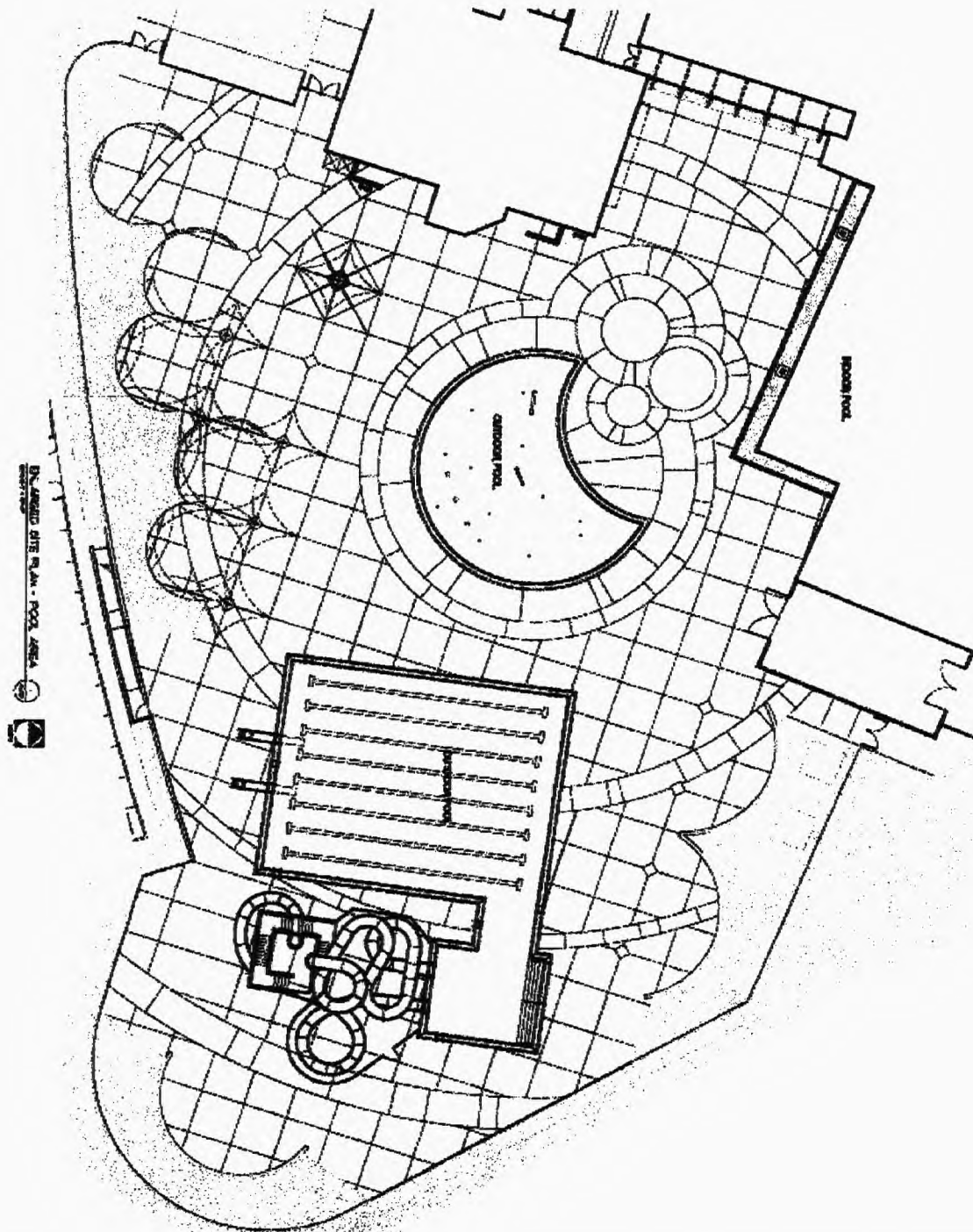


EXHIBIT B2



12/06	12/06	CITY OF LAS VEGAS CENTENNIAL HILLS COMMUNITY CENTER LANDSCAPE SITE PLAN - POOL AREA	12/06
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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: APRIL 4, 2007

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

ADMINISTRATIVE:

Discussion and possible action on the proposed operational plan for the Centennial Hills Active Adult Center located at 6601 North Buffalo Drive (\$120,000 General Fund) - Wards 3, 5 and 6 (Reese and Ross)

Fiscal Impact☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$120,000**Funding Source:** General Fund**Dept./Division:** Leisure Services/Senior Citizens**PURPOSE/BACKGROUND:**

The Centennial Hills Active Adult Center (CHAAC) is scheduled to open in the summer of 2007. The attached CHAAC Operational Plan represents a 20-hour per week program schedule. This includes operational hours, costs, long and short term implications, and an internal staff reorganization plan. The cost of operating CHAAC, for the remainder of fiscal year 2007 and possibly for the full fiscal year of 2008, will be absorbed by the Department of Leisure Services. Operations in FY 2008 will require intensive re-evaluation and reduction of existing services. Additionally, the leisure activities coordinator (proposed upgrade of a recreation leader) will be reassigned from East Las Vegas Community Senior Center to provide CHAAC supervision. A recreation leader from the Doolittle Senior Center will be reassigned to CHAAC to create programs.

RECOMMENDATION:

Staff recommends approval of the Centennial Hills Active Adult Center Operational Plan. Total financial impact for the three months remaining in fiscal year 2007 will be \$120,000. Total fiscal impact for a full year will be \$300,000.

BACKUP DOCUMENTATION:

Centennial Hills Active Adult Operational Plan

Motion made by GARY REESE to Approve as recommended and corrected to indicate the intention of overfilling the recreation leader as a leisure services coordinator

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

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);

CITY COUNCIL MEETING OF: APRIL 4, 2007

(Did Not Vote-None); (Excused-None)

Minutes:

See Item 47 for combined Verbatim Transcript.



CENTENNIAL HILLS ACTIVE ADULT CENTER OPERATIONAL PLAN

Introduction:

The Centennial Hills Active Adult Center (CHAAC) is a departure from what is traditionally thought of as a "Senior Center". The hours of operation, kinds of programming and operational approach is not specifically targeted to the traditional senior population. Rather, the focus of this facility is to attract the younger more active seniors and "baby boomers" (people born between 1945 and 1962) also referred to as Active Adults. This segment of the community tends to not see themselves as "seniors" and is often deterred by the phrase "Senior Center" and the kinds of programs they are attracted to differ significantly.

Since the majority of individuals in this group still work, it is imperative that programs and services be available when they are able to access them. The Center will also meet the needs of traditional seniors but the real focus will be on developing innovative programs and approaches to involve a segment in the population that we are not currently serving. The active adult is also one of the fastest growing segments of the community and presents a tremendous opportunity for the City of Las Vegas to be a leader in the country in providing services and programs for this emerging target audience.

In light of the CTAX revenue implications that the City is currently facing, a staged approach will be used to open this facility. Initially, the Center will operate on a 20 hour a week basis.

Assumptions for keeping the Northwest Senior Center open and also opening the Centennial Hills Active Adult Center (CHAAC):

- A minimum of two staff members will be required to operate CHAAC at 20 hours per week, a Leisure Activities Coordinator and a Recreation Leader.
- All of the full time staff for the initial opening of the Center will be temporarily re-assigned from other centers operated by the Senior Citizen Programs Division. A Leisure Services Coordinator position serves as the facility, staff and program manager and is vital to the opening of the CHAAC. Currently the Senior Citizens Programs Division has one vacant Recreation Leader position at the East Las Vegas Community/Senior Center. Leisure Services is recommending that this position be upgraded to a Leisure Services Coordinator position and assigned to the CHAAC. When the CTAX situation improves, a Recreation Leader position will need to be created and assigned back to the East Las Vegas Community/Senior Center.
- A Recreation Leader position from the Doolittle Senior Center will be temporarily assigned to work half time at the Doolittle Community Center and half time at the Centennial Hills Active Adult Center. This is made possible because the Doolittle Senior Center is to undergo an expansion project beginning in April 2007 that will close the Senior Center for approximately one year. Many of the senior citizens programs offered at this site are being relocated next door to the Doolittle Community Center but on a reduced schedule. Once the 4,000 square feet expansion project has been completed in the spring of 2008, the "borrowed"

Recreation Leader position will need to be returned to the Doolittle Senior Center on a fulltime basis to assist with the expected increase in programs and attendees. This would then require the creation of a new Recreation Leader position to be assigned to CHAAC.

- Since this is the first year of operation, the Senior Citizen Programs Division requested a budget augmentation for FY 07 to include three months of hourly staff, and service and supplies. Additionally, Leisure Services submitted an expanded services and supplies and hourly staff budget of \$60,000 for the operations of the CHAAC in the FY 08 expanded budget request. This year's cost will be absorbed in Leisure Services current budget but will need to be considered in future expanded budgets to avoid adverse impacts on existing programs serving seniors at other department locations. Leisure Services is unable to assess the impact of the current budget absorption at this time. Further analysis will occur as FY 07 and FY 08 progresses.
- Classes to be taught at CHAAC will be presented by a mix of hourly staff, full time staff and volunteers.
- A "staged approach" will be used to open CHAAC. Initially, the facility will be open 20 hours a week. As funding becomes available and demand for the use of Centennial Hills Active Adult Center warrants additional staffing, Leisure Services will expand the hours of operations and pursue the four positions required to operate at full capacity.
- Initially, Leisure Services will not be able to fully utilize the shared space agreement that is being negotiated with the YMCA, which is operating the balance of the Centennial Hills Community Center.
- Hourly staff will be used to cover the front desk, open and close the facility, and to help with set ups for classes, events, and other activities.
- Certain sections of the facility will be closed intermittently during operational hours in order to assist staff in the supervision and safety of the participants.
- The furniture and durable equipment needed for this facility will be purchased in the current budget year. The funding for the equipment was part of the FF&E budget for this project.

HOURS OF OPERATION:

Preferred Operational Hours:

Monday through Friday 8 am to 8 pm

Saturdays 8 am to 4 pm

Total hours of operation: 68 hours per week.

Revised Operational hours:

Monday through Friday 4 pm to 8 pm

Total hours of operation: 20 hours per week.

STAFFING AND PROPOSED WORK SCHEDULE:

- One Leisure Services Coordinator (if approved) scheduled, Monday through Friday at CHAAC. Duties and responsibilities will include facility, staffing and program supervision.

- One Recreation Leader position will be assigned at CHAAC temporarily for 20 hours per week and to the Doolittle Community Senior Center programs 20 hours per week. The Recreation Leader position will revert back to the Doolittle Senior Center when it reopens after the 4,000 square foot expansion project is completed in spring of 2008.
- Six hourly staff positions will be assigned to this facility to supplement the full time staff, manage the front desk and teach classes.
- Operational costs for FY 2007 are estimated to be \$120,000 and \$300,000 for FY 2008.

PROGRAMS AND SERVICES:

The programming offerings at CHAAC will contain some elements of the programs found in traditional Senior Centers. However, the emphasis will be on active, challenging programs geared towards the target population. Examples listed below include but are not limited to the following kinds of programs and services. The items bolded will be offered when the center opens initially. The remaining items left unbolded will be added when the operational hours have been expanded and staffing levels have been increased to four fulltime positions:

Fitness classes and weight training
Computers and digital photography
Health screenings
Speakers
Aquatics and water aerobics
Senior Law Project
55 alive driving programs
AARP

Dance and movement classes
Sports programs and leagues
Intergenerational Programs
Special events and themed dinners
Social Dances
Community field trips
Excursions
Family & intergenerational programs
Arts & Crafts activities

IMPACT OF STAFF SHIFTS:

Immediate Impacts:

- During the initial start up phase, the Centennial Hills Active Adult Center will be open about half the number of hours of other department managed senior citizens centers. The evening hours at CHAAC are crucial to Leisure Services ability to reach the active adult target audience. This may result in questions by the public about why the CHAAC is not open during the day when the Centennial Hills Community Center, operated by the YMCA, will be open.
- Shifting staff from other Senior Centers will still leave the Centennial Hills Active Adult Center short staffed. This will result in the reduction of the planned programming at CHAAC. Doolittle senior citizens programs will also be impacted but to a lesser degree only due to the expansion project and temporarily reduction in some services and programs.
- The less than optimal/proposed staffing levels will result in reduced hours at the Centennial Hills Active Adult Community Center during the start up phase.

- There will be a reduction and or elimination in senior trips at the both the Doolittle Senior Center and the East Las Vegas Community/Senior Centers in order to provide staff at the Centennial Hills Active Adult Center.
- There will be an increase in mileage reimbursements due to employees traveling to and from the Doolittle Senior Center and the CHAAC.
- Since the Recreation Leader will be assigned to two different work locations with a significant drive distance, there may be increased liability and a reduction in direct customer contact and programming time.
- The vacant Recreation Leader (proposed for an upgrade to Leisure Activities Coordinator) position is currently assigned to East Las Vegas Community/Senior Center but will be reassigned temporarily to CHAAC. This reassignment will result in a reduction in programs, trips and services offered at the East Las Vegas Community/Senior Center until the position has been returned.

Long Term Impacts:

- When the Doolittle Senior Center completes their 4,000 square foot expansion project and re-opens in the spring of 2008, the "borrowed" Recreation Leader position will need to discontinue working at the CHAAC and be fully assigned to the Doolittle Senior Center. It is anticipated that the CTAX will improve by this time resulting in Leisure Services ability to expand CHAAC operational hours and receive four positions to be fully staffed.
- The four Leisure Services positions that are proposed in the CHAAC settlement agreement will need to be filled before CHAAC can expand operational hours and programs. These positions include a Leisure Activities Coordinator, two Recreation Leaders and a Customer Service Representative. Additionally, the two positions on temporary assignment to the CHAAC will need to be returned to their perspective Senior Centers, Doolittle Senior Center and East Las Vegas Community/Senior Center so that seniors being served at these locations receive optimal services. Not doing so, will result in reduced operations or closure at the Centennial Hills Active Adult Community Center (Ward 6), and reduced services at the Doolittle Senior Center (Ward 5), and the East Las Vegas Community/Senior Center (Ward 3).

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: CITY MANAGER
DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action to extend the four (4) month moratorium on the acceptance of any and all new applications for Special Use Permits (SUP) for Off-Premise Outdoor Advertising (Billboard) signs for ninety (90) days - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The extension of this moratorium will give City staff additional time to review and consider proposed amendments to Title 19 as well as Assembly Bill 438 which proposes to revise Nevada statutory provisions relating to outdoor advertising structures.

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

Verbatim Transcript

Motion made by GARY REESE to Approve a 90-day extension of the moratorium only on new applications, allowing the continuation of reviews

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

BRENDA J. WILLIAMS, 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:

A Verbatim Transcript is made a part of the Final Minutes.

APPEARANCES:

OSCAR GOODMAN, Mayor
BRAD JERBIC, City Attorney
GARY REESE, Councilman

CITY COUNCIL MEETING OF: APRIL 4, 2007

LARRY BROWN, Councilman
ELIZABETH FRETWELL, Deputy City Manager
TOM McGOWAN, Las Vegas resident
LOIS TARKANIAN, Councilwoman
BEVERLY BRIDGES, Acting City Clerk



CITY COUNCIL MEETING OF
April 4, 2007
VERBATIM TRANSCRIPT – ITEM 50

1 **Discussion and possible action to extend the four (4) month moratorium on the acceptance**
2 **of any and all new applications for Special Use Permits (SUP) for Off-Premise Outdoor**
3 **Advertising (Billboard) signs for ninety (90) days – All Wards**

4
5 **Appearance List:**

6 OSCAR GOODMAN, Mayor
7 BRAD JERBIC, City Attorney
8 GARY REESE, Councilman
9 LARRY BROWN, Councilman
10 ELIZABETH FRETWELL, Deputy City Manager
11 TOM McGOWAN, Las Vegas resident
12 LOIS TARKANIAN, Councilwoman
13 BEVERLY BRIDGES, Acting City Clerk

14
15 9 minutes

16
17 Typed by: Carmel Viado

18 Proofed by: Ydoleena Yturralde

CITY COUNCIL MEETING OF
April 4, 2007
VERBATIM TRANSCRIPT – ITEM 50

19 **MAYOR GOODMAN**

20 Item Number 50 is discussion and possible action to extend the four-month moratorium on the
21 acceptance of any and all new applications for Special Use Permits for Off-Premise Outdoor
22 Advertising Billboard signs for 90 days. This pertains to all Wards.

23
24 **BRAD JERBIC**

25 Mayor, I'll handle this one. The moratorium that the City Council put in place a few months ago
26 is due to expire before the next Council meeting. During the last several months, there's been a
27 lot of staff discussion about what a new billboard ordinance might look like and, as you heard
28 earlier today, quite unexpectedly the State Legislature jumped in with proposed legislation that
29 might preempt everything that we've been talking about. Because of that, we don't think it's
30 prudent to put anything on paper right now, pending what happens at the State. So what we'd
31 ask is for a three-month extension of the current moratorium, that'll take us about to the end of
32 the legislative session and by then we should have some proposed legislation for you.

33
34 **MAYOR GOODMAN**

35 All right. It was off the, Mayor Pro Tem.

36
37 **COUNCILMAN REESE**

38 Yes. Would it be possible for us just make it state we're not going to have anymore billboards in
39 the City of Las Vegas?

40
41 **BRAD JERBIC**

42 We think that that's certainly an option is to have a cap on billboards in Las Vegas, absolutely.

43
44 **COUNCILMAN REESE**

45 Councilman Brown.

CITY COUNCIL MEETING OF
April 4, 2007
VERBATIM TRANSCRIPT – ITEM 50

46 **MAYOR GOODMAN**

47 Councilman Brown.

48

49 **COUNCILMAN BROWN**

50 Thank you, Your Honor. Where's Brad?

51

52 **COUNCILMAN REESE**

53 Down there.

54

55 **MAYOR GOODMAN**

56 Brad's down there, to the left.

57

58 **COUNCILMAN BROWN**

59 Oh, Mr. Jerbic. It's, it has a four-month extension.

60

61 **BRAD JERBIC**

62 We asked for a 90 day extension.

63

64 **COUNCILMAN BROWN**

65 Oh, I'm sorry. Does that preclude us from bringing it back earlier?

66

67 **BRAD JERBIC**

68 No. In fact, I'm – glad that you mentioned that. After Mayor Pro Tem Reese made his
69 comments, if – it's the Council's desire to at least put something short term in place, pending the
70 outcome of legislation, we could put together a cap and have that on your next agenda even. So
71 we could do things incrementally and in shorter time than 90 days.

CITY COUNCIL MEETING OF
April 4, 2007
VERBATIM TRANSCRIPT – ITEM 50

72 **MAYOR GOODMAN**

73 Well, I – would certainly hope that at our workshop that we're having this coming Monday, we'll
74 be able to come to some kind of consensus as far as our position on billboards and hopefully Ms.
75 Fretwell will be able to get the Legislature to hold off, based on the fact that we are working on
76 this and that we plan to come to them with a proposal and that they do not take action until we
77 arrive at some kind of a conclusion this coming Monday.

78

79 **COUNCILMAN REESE**

80 What's Miss –

81

82 **MAYOR GOODMAN**

83 Would you be able to do that?

84

85 **COUNCILMAN REESE**

86 What's Ms. Fretwell's name again?

87

88 **MAYOR GOODMAN**

89 Oh –

90

91 **ELIZABETH FRETWELL**

92 Don't –

93

94 **MAYOR GOODMAN**

95 Shall we do it publicly?

96

97 **COUNCILMAN REESE**

98 Yeah.

CITY COUNCIL MEETING OF
April 4, 2007
VERBATIM TRANSCRIPT – ITEM 50

99 **ELIZABETH FRETWELL**

100 Oh, please.

101

102 **MAYOR GOODMAN**

103 Well, Spuds. Named after that famous dog, Spuds MacKenzie. If you look closely at Ms.

104 Fretwell, you will see a remarkable resemblance. Yes.

105

106 **ELIZABETH FRETWELL**

107 I will do my very best to try and convince them to hold off action until after Monday's meeting.

108

109 **MAYOR GOODMAN**

110 All right. Thank you. Did you wanna be heard?

111

112 **TOM McGOWAN**

113 Just briefly.

114

115 **COUNCILWOMAN TARKANIAN**

116 Could I just say something before?

117

118 **MAYOR GOODMAN**

119 Yes. Go ahead, please.

120

121 **COUNCILWOMAN TARKANIAN**

122 In this, that when Betsy is going back, could we have her, maybe from a letter from you, but you

123 don't think you should send a letter now, is my understanding, before we had discussed that

124 yesterday?

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ITEM 50

125 **MAYOR GOODMAN**

126 No, I, a letter would be appropriate, anything to get them to delay action until after we come to
127 some resolution.

128

129 **COUNCILWOMAN TARKANIAN**

130 Well, if it did come from you, as was suggested in yesterday's meeting as I recall, could you
131 emphasize, could you mention in there that for two years we've been working and for two years,
132 that we have not had any really agreement for them to work with us and, as Councilman Brown
'33 had stated. This is, I, I'm, I was concerned from what I heard yesterday that there was an
134 impression in the Legislative committee that perhaps we hadn't been doing anything and I think
135 they should know that it wasn't that the billboard industry just did something. We ourselves had
136 been working on it, had worked a long time. It was that they would not budge on anything.

137

138 **MAYOR GOODMAN**

139 Right. That – should be included in the letter as well.

140

141 **ELIZABETH FRETWELL**

142 We'll make sure it is.

43

144 **MAYOR GOODMAN**

145 Very good. Yes, sir.

146

147 **TOM McGOWAN**

148 Tom McGowan, Las Vegas resident. It's an interesting to note, in this discussion, the crux issue
149 actually pointed out by City Attorney Brad Jerbic was the jurisdiction of the City, the authority of
150 the City, some call it home rule, but the actual essence of the that, is the City being
151 disenfranchised by the State. Quite possibly they are. Now there's the Ninth and Tenth
152 Amendment in the Constitution, you can take a few minutes, go ahead and read it. It will tell you
153 that the power is not delegated to the middle government or delegated, reserved to the States or

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154 to the people. So in your – dealings with the State, consider how you feel about that. Now, put it
155 the other way around and figure out how the public feels in their dealings with you. Because if
156 you disenfranchise the public on any matters, where do you get the right to complain to the State
157 that they're disenfranchising you. Now by way of recommendation, I insist as you stand your
158 ground, that you defend, protect, according to your oath what the absolute rights are of this City
159 because it isn't made up of you, it's made up of the people. Remember them. And that's who
160 you're supposed to be protecting and representing. And I'd say the more power to you, if you
161 stand up and demand your rights in behalf of the people. Okay. What's that, you've got a State
'62 government after all. Perhaps an Attorney General that may know as much about the law as the
163 City Attorney does. Brad Jerbic, he knows quite awhile. Thank you.

164

165 **MAYOR GOODMAN**

166 All right. Thank you.

167

168 **COUNCILWOMAN TARKANIAN**

169 Mr. Mayor.

170

171 **MAYOR GOODMAN**

72 Yes.

173

174 **COUNCILWOMAN TARKANIAN**

175 Could I ask one more question?

176

177 **MAYOR GOODMAN**

178 Yes.

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179 **COUNCILWOMAN TARKANIAN**

180 Item 50 states that the moratorium on the acceptance of any and all new applications for Special
181 Use Permits. Is it possible for us to continue our reviews that are coming up? I mean, this just
182 states new applications for SUPs –

183

184 **MAYOR GOODMAN**

185 Sure.

186

187 **COUNCILWOMAN TARKANIAN**

188 How about those that are coming up for reviews? Can we still review them?

189

190 **MAYOR GOODMAN**

191 Mr. Jerbic.

192

193 **BRAD JERBIC**

194 I can handle that too. When we, when the first moratorium was put in place, we added reviews
195 to that as well, figuring that nobody would lose anything as a result. In fact, you might gain extra
196 time that you wouldn't be entitled to, if we put off the reviews and the applications. If you wish
97 to just extend the moratorium to applications only and continue the reviews, you may do so.

198

199 **COUNCILWOMAN TARKANIAN**

200 Well, that's what it, that's what it states and that's what I would feel would be the right way to go
201 so that's, I just wanted to clarify.

202

203 **MAYOR GOODMAN**

204 All right. Thank you. Mayor Pro Tem.

CITY COUNCIL MEETING OF
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205 **COUNCILMAN REESE**

206 **I would move to follow staff's recommendation with the correction that Mrs. Tarkanian**
207 **put on record, please.**

208

209 **MAYOR GOODMAN**

210 Let's vote, please.

211

212 **BEVERLY BRIDGES**

213 Excuse me, Mayor. That would be July 3rd, would be 90 days.

214

215 **MAYOR GOODMAN**

216 July 3rd, okay. Very good. But in the meantime, we'll – write the letter and try to get it the
217 Legislature to listen to us. Very good. Let's vote. Post.

218

219 **COUNCILMAN BROWN**

220 Your Honor, let me, if I may, just get a clarification with the Attorney.

221

222 **MAYOR GOODMAN**

223 Go ahead.

224

225 **COUNCILMAN BROWN**

226 So would that, with Councilwoman's comments, those with reviews coming before us, we're
227 going to allow them to come.

228

229 **BRAD JERBIC**

230 That's correct. Any Use Permit that is scheduled for a three, four, five year review that we've
231 been holding, those will now come loose and they'll come before you and any currently that
232 would come up in the meantime will also come to you.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2007

DEPARTMENT: ADMINISTRATIVE SERVICES

DIRECTOR: CHRISTOPHER KNIGHT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action to accept the Floyd Lamb Park Master Plan that was presented to the Planning Commission on March 8, 2007 - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

To fulfill Section 3.4 of the Floyd Lamb State Park Transfer Agreement, which stated that: Prior to completion of this transfer, the City and the State will engage in a public planning process to ensure that Floyd Lamb State Park and the adjoining 1,056 acres of Bureau of Land Management Land is used only for recreation, conservation and critical municipal infrastructure.

RECOMMENDATION:

Accept the plan and direct staff to inform the Division of State Lands that the public planning process has been completed in accordance with the Transfer Agreement.

BACKUP DOCUMENTATION:

1. Staff Report
2. Floyd Lamb Park Master Plan
3. Submitted after final agenda – Support petition
4. Submitted after meeting – PowerPoint presentation by Chuck Flink

Motion made by STEVEN D. ROSS to Approve as recommended

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

BRENDA J. WILLIAMS, 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:

CHUCK FLINK, President of Greenways, Inc., who was hired to work on the master plan, gave a detailed PowerPoint presentation, a copy of which is made a part of the minutes, to brief the Council on the master plan. He gave thanks to the residents that greatly contributed to the plan.

MAYOR GOODMAN noted that the Las Vegas Springs Preserve is concurrently being

CITY COUNCIL MEETING OF: APRIL 4, 2007

developed and that Floyd Lamb Park should remain unique and independent from the Las Vegas Springs Preserve. MR. FLINK agreed, adding that the two projects include very unique landscapes.

COUNCILWOMAN WILLIAMS asked where the resources for the development of this project would come from, because she is concerned about limited resources being pulled from the older communities and redirected for this project. MR. FLINK pointed out that SNPLMA (Southern Nevada Public Lands Management Act) funding would be sought, and many other resources can be tapped, given the regional nature of the park. There is also an opportunity to generate revenue for maintenance purposes.

COUNCILWOMAN TARKANIAN clarified that the Council would be fully informed of funding sources prior to it being required to make any decisions. MR. FLINK further explained that this item only pertains to the master plan, which is to serve as a guiding document. Any commitments requested of the City would be individually presented as they come up.

At the request of COUNCILMAN ROSS, CHRIS KNIGHT, Director of Administrative Services, addressed the funding issues. This planning effort was conducted in accordance with the Floyd Lamb State Park transfer agreement between the State of Nevada and the City. There is no provision in State Statute on the adoption of this plan. Any implementations in this plan would have to be funded with City capital improvement funds approved by the Council. He noted that, although the park is eligible for SNPLMA funds, the process is competitive and there are no guarantees. ASSEMBLYWOMAN KIRKPATRICK has also sponsored a bill in the legislature to allocate \$2.1 million for the restoration of the historic buildings in the park. Also, SENATOR NOLAN sponsored a bill to allocate funding for the study of the archeological museum.

COUNCILMAN ROSS thanked all the committees who were involved in the planning process. He noted that he is very eager about the City taking ownership of this park, which he considers to be a jewel that all residents can enjoy. He is certain that the necessary resources can be obtained to implement the plan and that many people are so looking forward to it that they would be willing to volunteer their time wherever necessary.

TOM McGOWAN noted that the public participation process was not as great as represented. He recommended the name of the park be changed to its original name of Tule Springs.

ED DODROL, 7795 Torrey Pines, member of the advisory council for this project; DAN KRUEGER, President of the Las Vegas Lacrosse league representing about 800 people; TERRI GAMBOA, 6325 Iron Mountain Road; and JOSEPH MICHAEL expressed their support and stated that a lot of consideration was given to the public's input during the process. MR. DODROL and MS. GAMBOA stated their concerns about putting a fire station in the park, as the noise might spook the horses, and requested horse owners be allowed to unload their horses at a location other than the one currently in the plan. MR. MICHAEL listed some of the recreational activities that could be provided, such as racquetball and handball.

CITY COUNCIL MEETING OF: APRIL 4, 2007

ROBERT JOHNSTON, a homeless individual, said that people with Nevada ID should not have to pay to enter the park.

AL GALLEGOS, resident of Las Vegas posed the following questions: Who paid for the study? How are maintenance of the facilities and the workers going to be funded? MR. KNIGHT indicated that the approximate \$100,000 study was paid for by the City.



**AGENDA MEMO**

PLANNING COMMISSION MEETING DATE: MARCH 8, 2007
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: DIR-20042 - CITY OF LAS VEGAS

**** STAFF REPORT ******APPLICATION REQUEST**

This request is a presentation regarding the Floyd Lamb Park Master Plan.

EXECUTIVE SUMMARY

The Planning and Development Department has worked with a consulting team from Greenways Incorporated to prepare a Floyd Lamb Park Master Plan Report. The State of Nevada has entered into an agreement with the city of Las Vegas to transfer Floyd Lamb Park, and the Recreation and Public Purposes (R&PP) leases for the adjacent lands to the City of Las Vegas.

The Floyd Lamb Master Plan has evolved through a rigorous and unique planning process. This process included input from the public through a series of meetings, surveys, and forums including a Citizens Advisory Committee and a Technical Committee. Additionally, input was provided from several City Departments, the State of Nevada, and through analysis of the Northwest Open Space Plan and the Northwest Equestrian Park Master Plan. Through this process a "preferred alternative" was developed.

Implementation of this plan will occur over many years. Initially, the Park will be transferred to the city and become a City Operated Park. Once the city has experience operating the park, the Plan implementation section directs the city to identify and scope necessary physical improvements. Funding for Floyd Lamb Park will come from a variety of sources that include, but are not limited to, the city of Las Vegas and through the Southern Nevada Public Lands Management Act (SNPLMA).

The implementation of this plan will ensure that this area is preserved for natural open space and recreation and available for all to enjoy. The city of Las Vegas needs to accommodate the rapidly growing northwest portion of the City while preserving open space. This plan has taken this into consideration and developed a scenario that can be beneficial to the community.

DIR-20042 - Staff Report Page Two
March 8, 2007 - Planning Commission Meeting

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT N/A

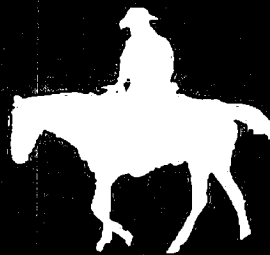
SENATE DISTRICT N/A

NOTICES MAILED NEWSPAPER ONLY

APPROVALS 0

PROTESTS 0

FLOYD LAMB PARK



MASTER PLAN

FINAL DRAFT: FEBRUARY 2007

PREPARED FOR
THE CITY OF LAS VEGAS
& THE STATE OF NEVADA



PREPARED BY
GREENWAYS INCORPORATED
& JW ZUNINO & ASSOCIATES

Final Draft

FLOYD LAMB PARK MASTER PLAN

Prepared for the
City of Las Vegas, Nevada



Las Vegas City Council

Mayor Oscar B. Goodman
Mayor Pro Tem Gary Reese, Ward 3
Councilman Larry Brown, Ward 4
Councilman Lawrence Weekly, Ward 5
Councilman Steve Wolfson, Ward 2
Councilwoman Lois Tarkanian, Ward 1
Councilman Steven D. Ross, Ward 6

City Manager, Douglas A. Selby
Deputy City Manager, Steve Houchens
Deputy City Manager, Betsy Fretwell
Deputy City Manager, Orlando Sanchez

The City of Las Vegas would like to extend its gratitude to Governor Kenny C. Guinn and the Nevada Legislature for its stewardship, vision and leadership of Floyd Lamb Park.

Prepared by
**Greenways Incorporated
JW Zunino and Associates**

February 2007

Final Draft

This Master Plan has been developed through a participatory planning process that incorporated the vision, goals, ideas and concerns of Las Vegas residents, City of Las Vegas elected officials and staff, consultants, and staff from local, state and federal government agencies. The City of Las Vegas would like to thank all who participated in the planning process and in particular the following groups.

Floyd Lamb Park Citizens Advisory Committee

Bob Beyer, Horse Council of Nevada
 Steve Carmichael, Las Vegas Gun Club
 Ed Dodrill, SNRTP
 Terri Gamboa, Equestrian Neighborhood Association
 Ellis Greene, SNRTP
 Robert Humphreys, Humphreys Stables
 Walter Lybarger, CACTuS
 Todd Schwartz, Spring Mountain Ranch MA
 Terri Robertson, CACTuS
 Don White, CACTuS
 Robert Zickefoose, Steeplechase Estates
 Assemblywoman Marilyn Kirkpatrick
 Dorothy Wright, Las Vegas Historic Preservation Commission

Floyd Lamb Park Technical Review Committee

Christopher Knight, Administrative Services
 Randy Fultz, Public Works
 Billie Bastain, Leisure Services
 Steve Ford, Field Operations
 John Black, Field Operations
 Jeff Dufrene, Detention and Enforcement
 Gayle Mars-Smith, BLM
 Cindy Skromak, Nevada Power
 Terry Hansen, Nevada State Parks
 Steve Weaver, Nevada State Parks
 Kim Bush, Clark County Community Liaison
 Elaine Houser, Clark County Recreation



City of Las Vegas

Tuesday James, Liaison to Councilman Ross
Christopher Knight, Deputy City Manager

Planning and Development Department Staff

Margo Wheeler, AICP, Director
Tom Perrigo, AICP, Deputy Director
Adrienne Low Joly, AICP, Planning Supervisor
Nathan Goldberg, Planner I
Melissa Hays, Planner I

Consultant Team

Greenways Incorporated

Charles A. Flink, FASLA, President
Susan Kirk, ASLA, Project Designer
Jason Reyes, Open Space Planner
Matthew Hayes, Senior Planner/GIS
Brian Bergeler, GIS
Ben Monnette, Designer

JW Zunino and Associates

Jack Zunino, FASLA, Principal
Geoffrey Schafler, ASLA, Landscape Architect
Kari Bergh, Designer

Final Draft

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Final Draft

CHAPTER ONE INTRODUCTION

Floyd Lamb Park is a welcome oasis in the desert of Northwest Las Vegas. With its wildlife, lush vegetation, lakes and views of the Sheep and Spring Mountain Ranges, Floyd Lamb is a natural park unique to the typical Las Vegas urban experience. The historic Tule Springs Ranch is tucked inside the Park and provides opportunities for visitors to learn about the traditional working ranch and early Las Vegas lifestyle.

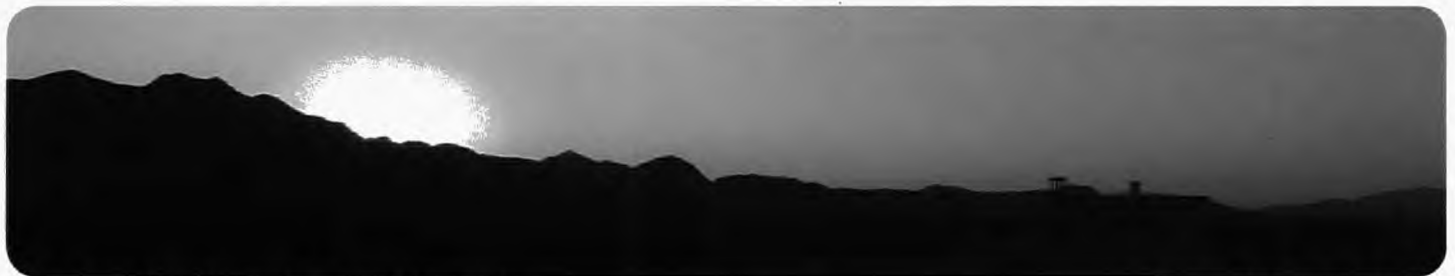
1.1 Master Plan Purpose

The State of Nevada currently owns and maintains Floyd Lamb Park, and leases and maintains the surrounding Recreation and Public Purpose Lands (R&PP) from the Bureau of Land Management. However, due to the increasing costs of park maintenance, the State has entered into an agreement with the City of Las Vegas to transfer Floyd Lamb Park, and the R&PP leases for the adjacent lands, to the City. This Master Plan for the Conservation and Redevelopment of Floyd Lamb Park describes prior planning efforts, State transfer requirements and the public planning process. Development and maintenance costs, a phasing plan, and operations and maintenance strategies are also defined within this Plan.

1.2 Prior Planning Processes

Floyd Lamb Park has had its share of different owners and caretakers over the years. Municipal ownership began in 1964 when the City of Las Vegas purchased 680 acres and water rights to the Tule Springs Ranch. The City developed picnic areas and renamed the area to Tule Springs Park. Over time, the maintenance of the Park became too extensive for the City and in 1977 legislation was passed to officially change the Park name to Floyd S. Lamb State Park and transfer ownership to the Nevada Division of State Parks. This piece of legislation also allowed the State to apply for the R&PP leases and appropriated funds for park development. With the park development funding, the

Desert Sunrise. The sun rises behind the Sheep Mountains at the existing entrance to Floyd Lamb Park.





Early Equestrians. Photo courtesy of Floyd Lamb Park.

Transfer Agreement. *The stipulations above apply to the agreement between the City of Las Vegas and the State of Nevada.*

1. THE CITY OF LAS VEGAS SHALL PROTECT ALL HISTORICAL AND RECREATIONAL VALUE OF THE PROPERTY.

2. THE CITY SHALL GUARANTEE PUBLIC ACCESS TO THE PROPERTY.

3. THE CITY OF LAS VEGAS AND ANY SUCCESSOR IN TITLE SHALL NOT TRANSFER ANY INTEREST IN THE PROPERTY WITHOUT THE WRITTEN CONSENT OF THE STATE OF NEVADA THROUGH A CONCURRENT RESOLUTION OF THE LEGISLATURE.

4. THE CITY OF LAS VEGAS SHALL USE THE PROPERTY DESCRIBED AS THOSE RECREATIONAL USES THAT HAVE HISTORICALLY BEEN ALLOWED BY THE STATE OF NEVADA, AS EXPANDED TO ALSO INCLUDE FAMILY PLAY FIELDS, GROUP USE, PICNIC AREAS, HIKING AND JOGGING TRAILS, CULTURAL EVENTS, AND OTHER PASSIVE RECREATIONAL USES AS DEFINED BY THE NATIONAL RECREATION AND PARKS ASSOCIATION.

5. IN THE EVENT OF ANY BREACH OF THE FOREGOING RESTRICTIONS, THE PROPERTY SHALL REVERT TO THE STATE OF NEVADA, INCLUDING ALL APPURTENANT WATER RIGHTS.

State hired consultants to develop a Park master plan and construction drawings for phase one of development.

Initial master planning for Floyd Lamb Park began in 1977 and lasted two years. This planning process included three public meetings and recommended a six-phase development program. Specific recommendations included building additional lakes, installing comfort stations, paving pedestrian paths, creating parking lots and roads and installing landscaping and irrigation.

In 1987, the State Division of Parks initiated another master planning process to update the long-range planning effort. The State utilized data gathered during the 1977 planning process and input from several public meetings to generate alternative plans for the future development of the Park. Specific recommendations included a looped road providing access to a five-acre lake with group picnic areas, a beach and comfort stations, expanded parking, a special events center renovated from the existing hay barn and substantial improvements to the Tule Springs Ranch historic area.

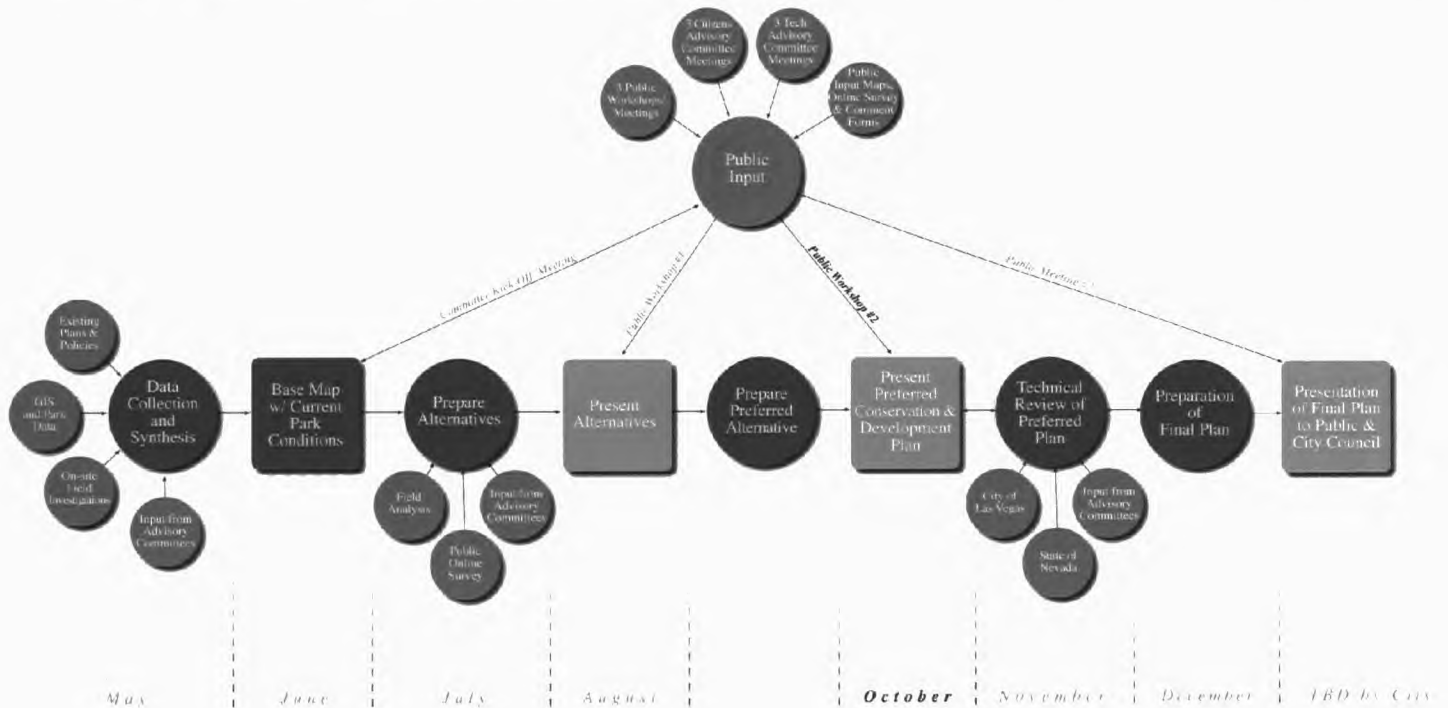
In June of 2006, the City of Las Vegas commissioned Greenways Incorporated and JW Zunino and Associates to prepare a new master plan that would both satisfy State transfer agreement requirements and prepare a forward looking program for the Park and surrounding lands.

Floyd Lamb State Park has been maintained by the State of Nevada Parks for the past twenty-nine years and is visited by more than 200,000 people annually. The State will officially transfer the Park, all leased lands, and water rights over to the City of Las Vegas by June 2007 with the following restrictions (shown at left).

In order for the transfer to occur, the City of Las Vegas and the State of Nevada agreed to prepare a master plan for the Park that ensures that Floyd Lamb Park and the adjoining Bureau of Land Management lands are used only for recreation, conservation and critical municipal infrastructure purposes. The City cannot sell nor develop for any purpose other than recreation, conservation or critical municipal infrastructure.

In order for the Recreational and Public Purpose (R&PP) leases now held by the State of Nevada to be transferred to the City of Las Vegas, the City must update the documented "Plan of Record." The current plan of record is from the 1987 master plan and will be updated in accordance with the recommendations of this master plan.

THE PLANNING PROCESS:



1.3 2006 Park Master Planning Process

The current master planning process was a dynamic process with significant feedback from the public, various stakeholders, committees, the City and the State. The steps are described in detail below.

1.3.1 Data Collection and Synthesis

Gathering existing information is an important step in the master planning process and informs decisions made throughout the life of the project. There are numerous plans and policies pertinent to the Floyd Lamb Park master planning process and an abundance of information found at the Park itself. For example, the Floyd Lamb State Park Development Plan (1987, Nevada Division of State Parks) outlined various improvements, which have been implemented over the past twenty years. Another pertinent plan is the Environmental Impact Statement for the Las Vegas Disposal Boundary, which deals specifically with sensitive resources found within the Las Vegas Wash, including the Conservation Transfer Area located within the R&PP lands (see Appendix: Review of Existing Documents for more details).

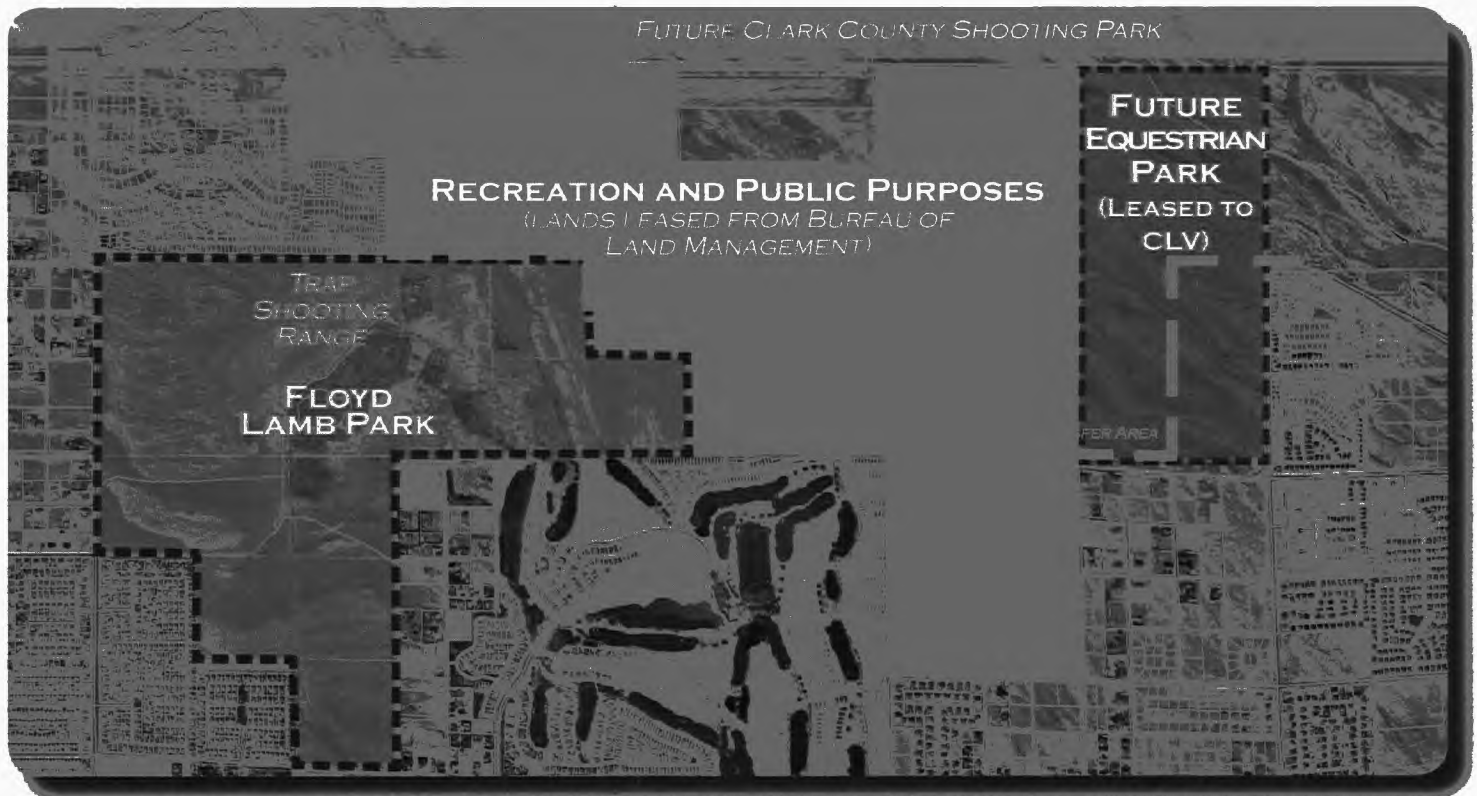
In addition to studying prior planning efforts, the Greenways Incorporated team conducted field work, interviews with park personnel, and gathered GIS (Geographic Information System data) for all property in and adjacent to the study area. The existing condition of park facilities and the surrounding R&PP lands is documented in Chapter 2 of this report.

Two advisory committees, assembled by the consultants and the City, provided feedback throughout the master planning process beginning at the data collection and synthesis phase. The Technical Advisory Committee included representatives of the Bureau of Land Management, Nevada State Parks, as well as City officials and utility companies. The Citizens Advisory Committee included selected leaders of local and non-profit organizations, homeowner associations, representatives of local elected officials, and business owners affected by the transfer of the park.

1.3.2 Base Map and Existing Park Conditions

The Consultant prepared an existing conditions report and supporting maps summarizing their findings. These are documented in Chapter 2 and include detailed maps at three different scales: an overall context map, the Park core area and the Park core historic area. Chapter 2 describes various resources found within the park study area and raises issues to consider for the future of the park.

Park Core. The Park Core includes the historic Tule Springs Ranch structures, four man-made lakes and picnic facilities. The land currently owned and maintained by the State is shown outlined in blue.



The existing conditions document and the maps were presented to the Technical Advisory Committee and the Citizens Advisory Committee in June 2006. All information was available to the public on the City website dedicated to the preservation of Las Vegas Open Space (www.lasvegasopenspace.com under the Floyd Lamb Park menu).

1.3.3 Preparation of Plan Alternatives

The second phase of the master planning process included generating alternative plans for the conservation and redevelopment of Floyd Lamb Park. An on-line survey was created to gather public input of the current park conditions and to determine the needs and desires for the future of Floyd Lamb Park. This survey and additional input from the advisory committees influenced the alternative plans. Three alternatives were prepared with an increasing amount of development proposed in each one. Storyboards describing the facilities of each alternative were also produced (see Chapter 3).

1.3.4 Presentation of Alternatives

The three alternative plans and accompanying storyboards for Floyd Lamb Park were presented to the public at a workshop held in August 2006. The public was encouraged to voice their opinions by writing their comments on maps provided by the consultants. The two advisory committees met with the Consultant Team to discuss their opinions as well and were also encouraged to write comments on maps of the alternatives. Finally, feedback was gathered through the city website via email.

1.3.5 Prepare Preferred Alternative

The completed work (data collection, field analysis, input from advisory committees, public workshops, etc.) provided the foundation necessary for determining the Preferred Alternative. The sources below provided direction for making the preferred alternative recommendations:

1) Years of Public Polls and Surveys

For the past two and a half years six different public polls, surveys and comment forms have been used to determine park needs for Northwest Las Vegas and the City at large, including over 800 responses from an on-line public poll regarding Floyd Lamb Park in particular. The other sources included the City Leisure Services survey, a State Parks survey, a Northwest Open Space comment form, a Las Vegas Equestrian survey, and the Las Vegas Parks and Recreation survey (see Appendix B – Prior Public Input for more information).



June 2006. The Citizens Advisory Committee meets to discuss needs for the future Floyd Lamb Park after reviewing the Existing Conditions Report and maps.



August 2006. The Technical Advisory Committee meets to discuss the proposed three alternatives for the Floyd Lamb Park.

Years of Public Polls and Surveys. A survey conducted by the City of Las Vegas Leisure Services, the Northwest Las Vegas Equestrian Park Survey, and the on-line Floyd Lamb Park needs assessment survey are examples of public input determining the Preferred Alternative for Floyd Lamb Park.



Please write or draw your comment

TO LAS VEGAS WASH

5 12

7th Rd. 17
Are you kidding?

19

30-40 miles away
Keep the fire the best the city staff say
Sanction
Sanctioning some situation
All the people

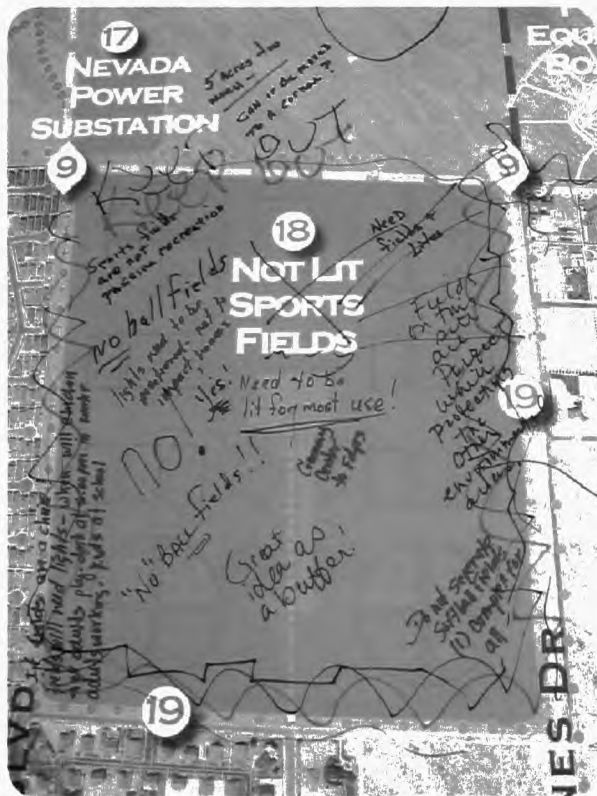
6

RECREATION LANDS

Our visitors all have a map

5

DIVISION OF FORESTRY



2) *Input from the Citizens Advisory Committee*

3) *Input from the Technical Advisory Committee*

4) *Direct Public Input on the Alternatives*

5) City and State Agreement

6) *Assessment of Nearby Park and Land Uses*

The proposed and future facilities that are scheduled to be built immediately adjacent to the park were taken into account when determining the preferred alternative. Also, current uses in the park were assessed as to whether they would remain or be transferred to other nearby facilities. Specifically, in regard to the equestrian concession and shooting range, the City of Las Vegas and Clark County are about to embark on the development of two major facilities that will provide substantial upgrades for these two activities. While Floyd Lamb Park will retain a high quality equestrian trail head, including upgraded equestrian trails, the nearby Equestrian Park will be a high quality facility that will be actively managed for equestrian concessions. Additionally, the new Clark County Shooting Range, just north of the park, has

2,000 acres reserved that can accommodate users of the range at Floyd Lamb Park.

1.3.6 Present Preferred Alternative

The Preferred Conservation and Redevelopment Plan for Floyd Lamb Park was presented to the public at a second public workshop the end of October 2006. The public was once again encouraged to voice their opinions by writing their concerns on the maps as well as to download the map and supporting storyboards from the City website and send comments directly to the City. (A summary of these comments can be found in Appendix A – Summary of Public Input.)

1.3.7 Technical Review of Preferred Plan

The Preferred Conservation and Redevelopment Plan was reviewed by the Nevada Division of State Parks, the City of Las Vegas, and the Technical and Citizens Advisory Committees. These entities again provided valuable feedback and suggestions for the final master plan for Floyd Lamb Park

1.3.8 Preparation of Final Plan

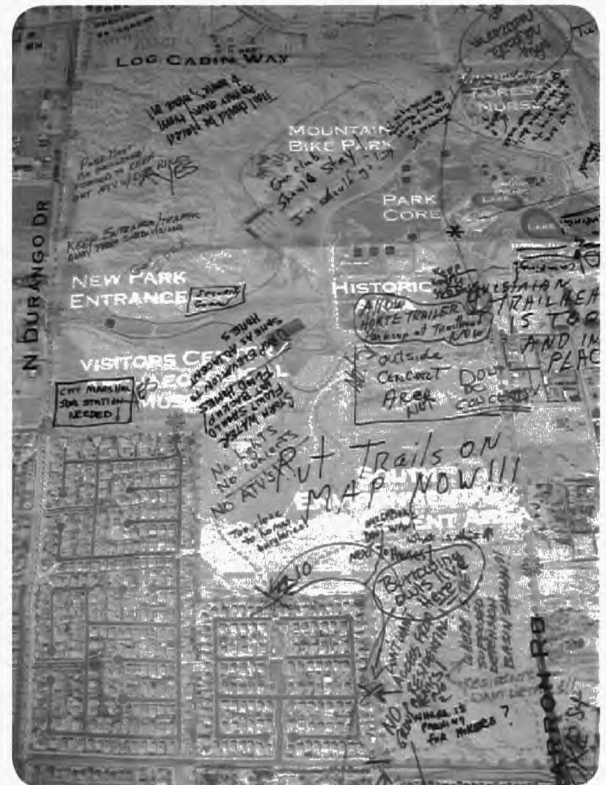
The final plan was a refinement of the Preferred Alternative and included costs for development, an action timeline, and an operations and management strategy focusing on the recreation, conservation, and redevelopment of Floyd Lamb Park. The final plan addressed the public comments and the technical review (see 1.3.7 Technical Review of Preferred Plan). Consultants worked with organizations specialized in historical restoration, environmental consulting and local contractors to establish cost ranges for the recommended park facilities. An action timeline was established to help the City of Las Vegas prioritize implementation steps to make the future Floyd Lamb Park a reality. Finally, consultants interviewed parks employees and examined case studies of parks or park systems with similar facilities to those proposed for Floyd Lamb.

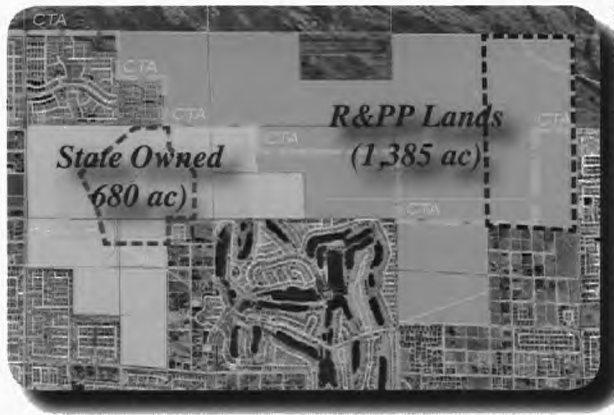
1.3.9 Presentation of Final Plan

The final plan was presented to the Technical and Citizens Advisory Committees and City Council and displayed to the public in January 2007. Once the plan is officially adopted by the Las Vegas City Council, the requirements of the transfer agreement between the City of Las Vegas and the State of Nevada are fulfilled. The Final Plan also becomes the “plan of record” for the R&PP lands, which is a requirement for the Bureau of Land Management to transfer its current leases of the R&PP lands from the Nevada Division of State Parks to the City of Las Vegas.



October 2006. A large group attended the public workshop held to gather public input for the Preferred Alternative. Some public comments on the maps are shown below.





Master Plan Study Area. The Floyd Lamb Park Core is outlined in a blue dashed line. The planned Northwest Equestrian Park area is outlined in a brown dashed line, and the Conservation Transfer Area is outlined in yellow.

Leased Facilities. Humphrey's Horse Stables is one example of facilities leasing land from the State of Nevada.



1.4 Property Scope of Master Plan

Floyd Lamb Park, in the scope of this master planning project, is composed of four major components totaling 2065 acres including the Park Core, the Bureau of Land Management Lands, the planned Northwest Equestrian Park, and other leased lands.

1.4.1 Park Core

The Park Core is the formal Floyd Lamb Park, currently owned and maintained by the Nevada Division of State Parks, with picnic areas, the historic Tule Springs Ranch, four lakes for fishing, and two equestrian facilities. Local residents frequent the park for daily walks, family outings, and accessing the equestrian trails.

1.4.2 Bureau of Land Management Lands (R&PP Lands)

The R&PP Lands are the largest continuous open space within the park boundary encompassing over 1,300 acres. The State currently leases and manages the land from the Bureau of Land Management in a twenty five-year lease, which expires in 2011. The lands are to be used for public recreational purposes only and currently are home to cross-country equestrian trails, illegal shooters, and off-road vehicle trails. Approximately 1,275 acres of this land is delineated as a Conservation Transfer Area (CTA) with the goal of protecting sensitive environmental resources. Ultimately, no titles to land within the CTA will be transferred to local or regional government agencies without the agencies first signing a Conservation Agreement, which would concentrate on the long term protection of sensitive resources.

1.4.3 Planned Equestrian Park

The planned Northwest Equestrian Park will house 320 acres of first-class equestrian facilities including arenas, trails, horse boarding, and host regional and national events. Local equestrians will be able to access the facilities through trails connecting to the Equestrian Park without having to trailer their horses in. For more information, refer to the Northwest Las Vegas Equestrian Park Master Plan (2005).

1.4.4 Leased Facilities

Three organizations currently lease lands from the State. A concessionaire operates a 63 acre shooting range offering trap, skeet and sporting clay ranges for amateurs and seasoned shooters. The Department of Forestry Nursery manages approximately twenty five acres and cultivates conservation plant materials. Finally, a concessionaire operates a rental horse facility providing guide service to the equestrian trails throughout the park, birthday parties, and horse riding lessons.



1.5 Stakeholders

There are many stakeholders concerned with the future development and preservation of the unique character of Floyd Lamb Park. These include the Nevada Division of State Parks, the Bureau of Land Management, the City of Las Vegas, operators of the leased facilities on site, park visitors, local residents, and wildlife.

1.5.1 State Parks

The Nevada Division of State Parks owns and maintains 680 acres and what is formally known as Floyd Lamb State Park. The State also maintains the 1,385 acres of R&PP lands leased from the Bureau of Land Management. This land, the largest contiguous amount of open space in the park property, is to be used solely for the recreational needs of the public. As mentioned previously, a new “Plan of Record” must be recorded to the BLM if the leases are to be assumed by a new lessee (i.e. The City of Las Vegas).

1.5.2 Bureau of Land Management (BLM)

The Bureau of Land Management is concerned with the preservation of resources within the R&PP lands and specifically the Conservation Transfer Area. A thirty-month study, being conducted by Utah State University, will document sensitive resources within the Upper Las Vegas wash and help to determine the actual boundary of the Conservation Transfer Area. This potentially fluctuating boundary may impact future development within the proximity of Floyd Lamb Park.

***Yee-haw!** A group of children on horseback are led by a guide through the equestrian trails around the perimeter of Floyd Lamb Park.*



Early park visitors. Park visitors relax in front of the guesthouse (above) and beside the pool (below). Photo courtesy of Don White.



Who's there? A burrowing owl peaks out from its nesting site. Photo by Rick Scott courtesy of www.member.sox.net



1.5.3 City of Las Vegas

The City of Las Vegas is interested in maintaining the quality and unique character of Floyd Lamb State Park as well as providing facilities to meet the needs of the growing Las Vegas population. The city has agreed to conduct an open and participatory planning process, in compliance with the transfer agreement between the city and State of Nevada. The language from the transfer agreement specifically states:

"Prior to the completion of this transfer, the City and State will engage in a public planning process to ensure that Floyd Lamb Park and the adjoining Bureau of Land Management Land is used only for recreation, conservation and critical municipal infrastructure."

1.5.4 Las Vegas Residents

Local residents vary from newly relocated families living in walled communities to people who have lived in Las Vegas for years and bought large parcels of land for the purpose of living with their horses nearby. Residents have expressed both concern and gratitude toward the master planning process. Overall, they want to ensure that Floyd Lamb Park is preserved and that if development must occur that great thought and planning takes place.

With over 200,000 annual park visitors, there is quite a variety of needs and expectations. The recent on-line survey combined with prior public surveys relative to Floyd Lamb Park were used to determine what should be included in future park facilities.

1.5.5 Park Wildlife

Finally, the abundance of wildlife is a great draw for many visitors to Floyd Lamb Park. With the four lakes and diverse vegetation, wildlife varies from migrating birds and fish in the lakes to burrowing owls and jackrabbits. Since the wildlife cannot speak for themselves, the developers of this master plan and wildlife advocates must speak for them and address their habitat issues during the master planning process.

Final Draft

CHAPTER TWO

EXISTING CONDITIONS

Floyd Lamb Park is located approximately 15 miles northwest of downtown Las Vegas in the Las Vegas Valley of the Mojave Desert. The Sheep Mountain Range is visible to the North, Red Rock Canyon is located to the west, and Mount Charleston, the highest peak in the Spring Mountains, can be seen to the far west beyond Red Rocks. The park is host to 200,000 annual visitors and is a rare oasis from urban life.



2.1 Overall Context

An estimated 200,000 people visit Floyd Lamb State Park annually primarily between the months of March and May and again in the fall until Thanksgiving. Easter Sunday is the peak visitation day of the year and Mother's Day is the second busiest day. The park employees turn people away on most Easter Sunday's allowing only one car in as another car leaves the park.

Daily visitors to the park are mostly local residents who walk dogs and hike and basically visit the park as a retreat from the pace of urban life in the city. The park offers five passes for park use:

- daily per car (\$6)
- daily walk/bike/horse into park (\$1)
- annual Floyd Lamb State Park pass (\$60)
- annual pass for all Nevada State Parks (\$90)
- senior citizens permit which gives free access to all Nevada State Parks but does not include fees for electric hookups at campgrounds (\$15)

According to the Nevada Commission on Tourism, Master Plan, (1987), Floyd Lamb State Park provides six out of eight activities that draw tourists to Nevada. These activities or elements include the following: historic sites, recreation sites, museums, special events, wildlife, and trails.

Note: This Chapter contains a summary of the existing conditions, operations and development that is found within Floyd Lamb Park. Nothing in this Chapter is a recommendation for what should happen to the Park. All recommendations are defined at the end of Chapter 3 and in Chapters 4 and 5.



Park Core. *The Park Core includes four man-made lakes for fishing and wildlife, picnic facilities (far above) and historic ranch buildings such as the Water Tower.*

BLM lands. *The R&PP lands leased from the Bureau of Land Management encompass the largest area of the Park site. This particular view is facing north along Torrey Pines Road in the southeast corner of the Park boundary. Note the power line corridor in the distance which follows a future transportation corridor.*



2.2 Division of the Site

For purposes of this study, the Floyd Lamb Park Master Plan will address four major components totalling 2,065 acres; the Park Core, the Bureau of Land Management Lands, the planned Equestrian Park on the northeastern edge of the boundary, and leased lands for other facilities such as the Department of Forestry Nursery, the Las Vegas Gun Club Shooting Range, the Nevada Zoological Society, and Humphrey's Horses which operates two equestrian facilities.

2.2.1 Park Core

The Park Core encompasses 680 acres formally recognized as Floyd Lamb State Park and includes recreation facilities, the historic Tule Springs Ranch, and two private equestrian facilities, operated by one equestrian company, which lease land for stables, fenced training areas, and offices.

2.2.2 Bureau of Land Management (BLM) Lands (Recreation and Public Purpose Lease Lands)

The 1,385 acres of Recreation and Public Purposes (R&PP) lands are leased from the Bureau of Land Management under a 25-year lease, which will expire in 2011. These lands, owned by the BLM but managed by State Parks, include the Conservation Transfer Area (CTA) (approximately 1,275 ac inside the study area) and are the largest contiguous amount of open space within the park boundary. The CTA was defined with the Las Vegas Valley Disposal Boundary Environmental Impact Statement (EIS) to meet the requirements of the Southern Nevada Public Land Management Act (SNPLMA) of 1998 and the Clark County Conservation of Public Land and Natural Resources Act of 2002 (Clark County Act). The EIS studied the potential impacts of three alternatives of the disposal of federal lands to meet development needs of the Las Vegas Valley. The CTA follows the Upper Las Vegas Wash with the intent of protecting sensitive environmental resources. According to the EIS, no titles to lands within the CTA will be transferred to local or regional government agencies without the agencies first signing a Con-

servation Agreement, which would concentrate on the long-term protection of sensitive resources.

2.2.3 Equestrian Park (planned)

The Proposed Northwest Las Vegas Equestrian Park, planned for the northeast edge of the study area boundary includes 320 acres of facilities. This equestrian facility will host regional and national events and provide a wide range of arenas, trails, horse boarding facilities, RV parking with hookups, and ample vehicular parking. The park is designed to accommodate local equestrian traffic as well by providing additional trails throughout the open space surrounding the formal arena areas. Local equestrian trails connect to this planned park allowing local residents to access the facilities without having to drive.

2.2.4 Las Vegas Gun Club

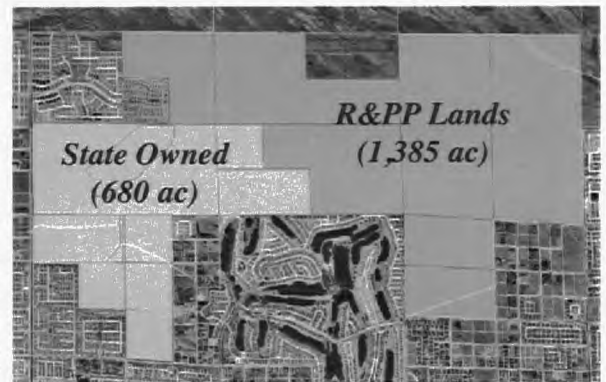
The Las Vegas Gun Club, formerly the “Mint Gun Club”, operates the shooting range adjacent to the west side of the Park Core covering 63 acres. The club offers trap, skeet, and sporting clays for amateurs and seasoned shooters, a Wednesday night trap shooting league, and a restaurant and bar. The Las Vegas Gun Club carries on the tradition of shooting that was popular when the Tule Springs Ranch offered a taste of the ranch life for visitors with shooting, carriage rides, and ranch chores. Their lease from the Park expires December 2008.

2.2.5 Division of Forestry Nursery

The Nevada Division of Forestry manages approximately 25 acres just east of the Park Core area. The nursery cultivates conservation plant materials which stabilize soil, improve water quality, and contribute to wildlife habitat. A variety of native and adaptive plants are grown and sold to local and regional organizations specializing in conservation projects such as in the Las Vegas Wash. Private land owners can also purchase plants from the nursery.



Department of Forestry Nursery. Native plant species are cultivated here for use in road construction projects.



Park Boundary. 2,065 acres are included in the Park Boundary including the 329 acre future Northwest Equestrian Park)

Equestrian Park. First-class equestrian facilities and miles of trail will be included in the 320 acre planned Equestrian Park. (Rendering courtesy of gh2 Gralla Architects).





***Tule Springs Archeological Sites.** This educational sign describes the wildlife and man that inhabited the area because of the natural water source from the springs.*



***Caliche Stone Hut.** John Herbert Nay, the first known owner of Tule Springs in recent history, constructed this caliche stone hut which is in dire need of preservation work.*

***Park Sign.** This sign, on the outskirts of the Park, notes the significance of the springs to early travellers.*



Existing Resources Inventory

2.3 Historical / Cultural Resources

2.3.2 Natural History

Thousands of years ago, Tule Springs was home to multiple natural springs and the surrounding mountains were forested, which provided a water source and habitat for wildlife and vegetation. The largest archaeological dig of Tule Springs occurred in the fall of 1962 to early 1963. Researchers found the teeth, jawbone and tusk of a Columbian mammoth and ancient human tools dating back as far as 13,000 years. There may be additional archaeological resources on the park site and surrounding BLM lands which have yet to be discovered. The potential sites should be further surveyed to locate and preserve any potential resources.

2.3.2 Settlement History

2.3.2.1 Native American

Nomadic Indian tribes were the first humans occupying the land around Tule Springs including the Paiute Indians. Rock rings with scattered shards of pottery, indicative of Paiute Indian pottery, were found in three locations in the southern area of the Park Core according to the 1987 Master Plan of the park.

2.3.2.2 Ownership

2.3.2.1 Working Ranch

John Herbert (Bert) Nay was the first person to apply for the water rights to Tule Springs in 1916. He established 10 acres of farmland and built the caliche stone hut, which, in poor condition, is still located on site. His family used the ranch as a retreat from the city but his children still attended school in the city. The park went through two other owners before being sold to Prosper Jacob Goumond in 1941. Goumond expanded the ranch lands to 680 acres and constructed many of the historic ranch era buildings in existence today. The first round of buildings were built for the operation of the ranch such as the cookhouse, the main residence, the water tower, chicken houses, and the generator to provide power enabling the ranch to function self-sufficiently. The ranch raised various farm animals including a special cross-breed of cattle called "Brangus", chickens, turkeys, peacocks, pigs, and horses, produced alfalfa, tended a fruit orchard, and a large garden.

In the late 1940's, Goumond allowed paying guests to visit the ranch and even constructed additional buildings and amenities for creature comfort. These include the guest houses, tennis courts, a swimming pool, and a fishing pond with a suspension

bridge. Visitors could experience the ranch lifestyle and also watch the explosions from the atomic bomb testing occurring north of the park. Most of the guests (maximum of 12 guests at any one time) were waiting for the required residency to get a divorce. This short 6-week residency policy was one of the draws for visitors to the state of Nevada and Las Vegas.

When Goumond died in 1954, his granddaughter inherited the ranch and later sold it to an investment company, the Tule Springs Investment Company, in 1959.

2.3.2.2 State Park

In 1964, the City of Las Vegas purchased the park property primarily for the water rights at a price of \$850,000 for the 680 acres renaming it the Tule Springs Park. The city developed a playground and over the next decade, leased areas of the park property to organizations for various uses including a gun club, a horseback riding facility, and the Nevada Zoological Society. The Zoological Society exhibited several unique animals including a lion, llama, and monkeys as well as various domestic and exotic birds.

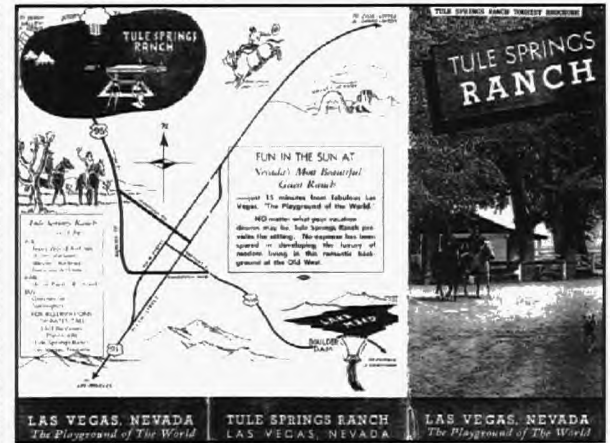
In the 1970's, the park became increasingly expensive to operate and maintain, thus the City began exploring options for turning it over to the State for the creation of a State Park.

In 1977, the Nevada legislature accepted 680 acres for the creation of the State Park and applied for the lease of the surrounding R&PP lands from the Bureau of Land Management. The park was named after Floyd Lamb, the former state senator and chairman of the Senate Finance Committee.

The National Register of Historic Places listed the Tule Springs Ranch as historically significant:

'The Tule Springs Ranch is of importance due to its association with a significant phase of Nevada history (that of the divorce ranch era) and its integrity of architectural and environmental setting . . . the ranch is felt to be of exceptional significance.'

According to the 1978 Structural Survey Floyd Lamb State Park by J. Clark Gribben Consulting Engineers, LTD, none of the buildings in the ranch settlement area of the Park Core met the 1976 Universal Building Code due to structural conditions. The buildings were constructed of unreinforced masonry walls, which do not connect to the roof frames. The survey recommended significant structural rehabilitation for buildings which



Tule Springs Ranch. In the mid 1940's Tule Springs Ranch owner Prosper Jacob Goumond began hosting paying guests who visited for the experience of living in the old west. Many visitors stayed at the ranch while waiting out the 6 week period Nevada required to obtain a divorce. (Image courtesy of the 1987 Master Plan).

The Water Tower. The most iconic structure in the historic area of the Park, the water tower was one of the first structures built during Prosper Goumond's ownership.





Generator Building and Swimming Pool.
The generator building was constructed to supply power to the ranch and make it a self-sufficient operation. The swimming pool, currently filled in, was one of the later comforts that Goumond added to the ranch to appeal to his paying clientele.

Families of Murder Victims Memorial Grove
An existing tree grove just south of Mulberry Lake was created for families to plant trees and remember loved ones. This memorial will remain in place after the City takes over ownership of Floyd Lamb Park.



will host public activities or otherwise be considered 'public assembly areas' to reduce the liability for the park. If certain structures will only have 'visual access', i.e. no one would be permitted inside the structure, limited rehabilitation such as cosmetic would be required.

According to the current park supervisor, the foundations of the buildings in the historic district were repaired 10 years ago as well as the flooring in all but two buildings. The buildings needing floor repairs include the water tower and the generator building. Additional repairs in various buildings are needed.

Several of the buildings have knotted pine walls, which require a finish for their protection. None of the dude ranch buildings currently have power or lighting, but lighting should be considered for security at night.

The Water Tower is one of the most prominent buildings in the historic area of the Park. It is the tallest structure and one of the first constructed during Goumond's ownership of the ranch.

Another prominent structure is the hay barn. The 1987 Master Plan described using the hay barn as a visitor's center, but was not implemented due to historic building issues conflicting with renovations required to meet the fire code.

2.1.2.3 Families of Murder Victims Memorial Grove

Approximately 15 years ago, a memorial tree grove was begun in Floyd Lamb Park, south of Mulberry Lake and east of Willow Lake, to serve as a place where families of murder victims could plant trees in memory of loved ones. The tree grove has been maintained by State Parks staff and by the families. An obelisk near a sitting area designates the location and significance of the tree grove. Small plaques near the planted trees recognize the names of the deceased. When the Park is transferred into city ownership, the memorial tree grove will continue to be maintained by the City of Las Vegas.

2.4 Earth resources

2.4.1 Topography

In general, the overall topography is relatively flat rising up from the south to the alluvial fan at the foothills of the Sheep Mountains in the north and the Spring Mountains to the west. The overall elevation change is approximately 100 feet from 2,485 feet above sea level in the northwest corner of the study area boundary to 2,395 in the south east corner.

2.4.2 Soils

Five different soil types are present in the Park Core and BLM lands. These include: Casaga, Dalian, Glencarb, Weiser, and Badland. Most of these are a combination of gravelly or very cobbly fine sandy loams. Three different geologic features determine the soils in the Park and surrounding BLM lands: lake sediment, caliche, and alluvial gravel.

The lake sediment was deposited millions of years ago when the Las Vegas Valley was covered with lakes. This sediment is highly erosive as is evident in areas where the storm runoff has cut through the layers of sediment to reveal erosion resistant caliche.

Caliche is the second geographic feature found in the Park lands and is essentially impermeable soil cemented by calcium or magnesium carbonates which remains after overland water flows. It is not subject to erosion and is often used as a subbase beneath structures because of its strength. In the Park it reaches depths of up to 3 feet.

The last geographic feature is the alluvial gravel which is found where stream or overland water sheet flowed. The gravel occurring where streams flowed is found in the eastern, central, and southern areas of the site and ranges from 1 to 8.5 feet in depth. The sheet flow gravel is only up to 1 foot in depth and is found mainly west of the Gun Club trap area between outcrops of caliche.

2.4.3 Air

No notable air pollution exists in the study area aside from dust particles stirred up during activities at the Park Core and from adjacent construction. Winds are predominantly from the south west during the summer and from the northwest during the winter.



Child and wildlife at Tule Lake. The largest lake in the Park is Tule Lake which provides water and habitat for various waterfowl.

2.5 Water Resources

Water is found in two forms in the study area; surface and groundwater. The Las Vegas Wash, floodplains, and the four man-made lakes in the Park Core comprise the surface water. The existing aquifer comprise the groundwater sources.

2.5.1 Upper Las Vegas Wash

The Las Vegas Wash drains the Las Vegas Valley and has been impacted by the surrounding development and channelization of water during storm events resulting in less area for water to filtrate and recharge the groundwater. The Upper Las Vegas Wash flows just north of the Park Core area through the Conservation Transfer Area and into the Las Vegas Wash which ultimately outlets into Lake Mead. During Pleistocene times, water flowed through the wash supporting a variety of plant and animal life and to this day there are probably numerous undiscovered archaeological resources located in and around the Wash.

2.5.2 The Lakes

The four man-made lakes located at Tule Springs total almost 10 acres of water and support various species of vegetation and wildlife. The bottom surfaces of the lakes are natural and therefore some seepage is expected. The water from the lakes supplies the extensive irrigation system. In addition to irrigation, water evaporates from the lakes and is replenished weekly through water pumped from two wells on site. These wells were dug in the original locations of the springs when the springs' water supply dried up, due to a lower water table.

Tule Springs Lake. The expansive 5 acres of Tule Lake contribute to the "oasis" feel of Floyd Lamb State Park. Note the view of snow-capped Mount Charleston on the distance.



The largest and southern-most lake, Tule Springs Lake, is 5 acres of surface water with a depth of 17 feet at its deepest point. Mulberry Lake is the second largest lake and located the furthest north. It contains 2.7 acres of surface water and is 15 feet deep at its deepest point. This lake has the most developed edge of any of the lakes, composed of concrete benches and platforms, which allow visitors to walk slightly out over the water.

Both Cottonwood Lake and Desert Willow Lake are less than 1 acre of surface water, and they are also hydraulically connected to smaller drainage areas. These small 'pocket lakes' fill up during storm events from overflow creating islands between the lakes.

2.5.3 Floodplain

The floodplain includes land in the vicinity of the Upper Las Vegas Wash. As surrounding urban development increases, and there is less open land for water to flow over and filter back into the groundwater, the larger the floodplain will become.

2.5.4 Groundwater

Water is supplied to the Las Vegas Valley by two sources: Lake Mead through the City water system and individual wells. Due to increased development and subsequent use of individual wells, the water levels in the underground aquifer have been decreasing. New development is required to tie into the City water system. Depending on the water rights, as new development reaches close proximity to existing properties, well-users with revokable water rights are forced to cap their wells and tie into the City of Las Vegas water system. This will help the aquifer to recharge.

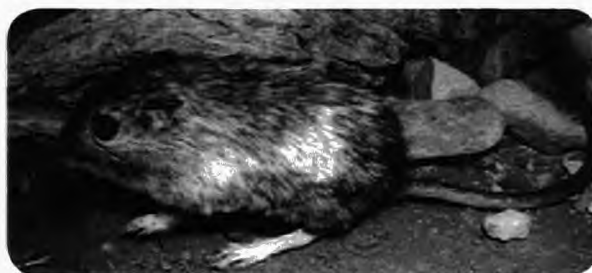
Floyd Lamb Park owns the water rights to its property and utilizes two on-site wells. One is the primary well for refilling the lakes after they are depleted for irrigation. The other well serves as a backup should problems arise with the first well. The Park owns the water rights on the property and continues to use 830 acre feet of water annually.



Mulberry Lake. *The developed edge of Mulberry Lake enables visitors to gather at the lake's edge without causing damage to soils or vegetation.*



Chuckwalla Lizard.



Merriam's Kangaroo Rat.



Desert Woodrat. Photos courtesy of www.birdandhike.com

Desert Tortoise. Photo courtesy of Gerald and Buff Coral, California Academy of Sciences and CalPhotos.



2.6 Biological Resources

The study area is host to four different plant communities: Mojave Creosote Bush Scrub, Mojave Wash Scrub, Desert Saltbush Scrub, and a semi-native Riparian plant community. The three main factors that dictate which plant communities exist and flourish are: soil types, elevation, and water availability.

The southeastern water run-off out of the Spring Mountains and resulting sediment deposit formed large alluvial fan 'fingers'. The end of this alluvial fan meets up with northwest corner of Floyd Lamb Park. Formations called bajadas are formed by the lateral merging and blending of these alluvial fans. These Bajadas extend from the base of the Spring Mountain range out onto the floodplain, also known as northwest Las Vegas Valley. Evaporates from runoff commonly contain chlorides, sulfates, nitrates, carbonates, and borates. These salts create a very alkaline environment. Soils with high alkalinity are favored by the Desert Saltbush Scrub plant community.

2.6.1 Desert Saltbush Scrub Ecosystem

The aspect and character of the Desert Saltbush Scrub plant community is often defined by a nearly uniform stand of shrubs approximately 1 meter tall. This forms a more complete cover than in Creosote Bush Scrub. Four-winged saltbush, *Atriplex canescens* var. *Linearis*, and screwbean mesquite, and *Prosopis glandulosa* var. *torreyana* are common associates. *Atriplex canescens* is more dominant in dryer, coarser soils and occurs throughout the saltbush scrub habitat. *Prosopis glandulosa*, the Honey Mesquite, reaches greater development in lower-elevation areas with a shallow water table or capillary fringe. *Haplopappus acradenius* ssp. *Eremophylus*, the Alkali Goldenbush, is common in areas where *P. glandulosa* is dominant.

2.6.2 Creosote Bush Scrub

The Creosote Bush Scrub plant community is relatively tall and broad compared with other Mojave Desert plant communities. Although the Creosote Bush is absent around playas because of high salinity, its height, makes it visually dominate even when it is not very dense. The size and rigor of the Creosote Bush is strongly influenced by water availability. The largest individuals are characteristically found along the edges of washes and roads. Other shrub species occurring most commonly with creosote bush are spiny hopsage, winterfat, wolfberry, golden cholla, beavertail (*Opuntia basilaris*), Mormon tea (*Ephedra nevadensis* and *E. californica*) and Acton daisy (*Encelia actonii*).

2.6.3 Mojave Desert Wash Scrub Ecosystem

The Mojave Desert Wash Scrub plant community occurs as narrow ribbons of vegetation in ephemeral water drainages. A very distinctive set of plant species can occur in washes in the Mojave Desert. Distinctive wash plants in the middle and upper portion of the wash are sandpaper plant (*Petalonyx thurberi*), Mojave indigo bush (*Psoralea arborescens*), California tea (*Ephedra californica*) and paper bag bush (*Salazaria mexicana*).

The Mojave Desert is home to one of the most extreme climates in the United States. When combined; temperatures ranging from under ten to over 115 degrees and strong seasonal winds from 25-75 M.P.H. create a climate that requires significant adaptations from both its flora and fauna. These adaptation requirements make for a diverse cross-section of native animals. Some animals native to Desert Saltbush Scrub, Creosote Bush Scrub, and Mojave Desert Wash Scrub plant communities are listed in the table to the right.

The presence of water and variations in elevation in the Las Vegas Valley make this portion of the Mojave the most diverse in plant and animal life. Ironically, some of the climatically toughest have suffered substantial blows in the last decade. The poster plant and animal for this decline have been the Las Vegas Bearpoppy and Desert Tortoise. The onslaught of development in the Las Vegas Valley has encroached upon a large area of habitat for both of these species and many others. Because very specific adaptations are required of the plants and animals in the Las Vegas Valley, many of these animals become dependent on a precise environment and ecosystem. Any abnormal disturbances in this environment set off sometimes fatal chains of reaction.

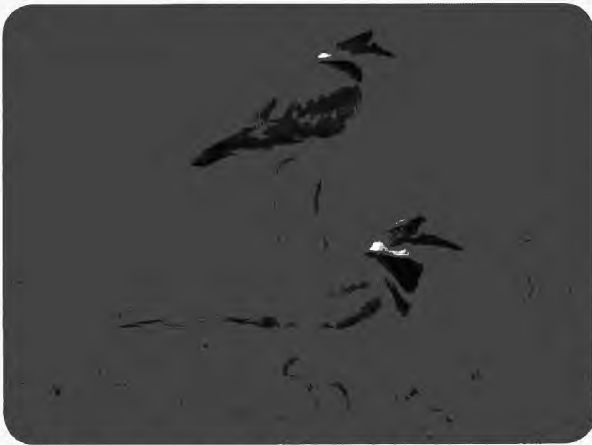
The realization that species like the Desert Tortoise and Las Vegas Bearpoppy are declining in numbers has created a shift in the development of the Las Vegas Valley. Land trades are being re-thought in some key habitat areas.

Common Name	Scientific Name
<i>Perognathus longimembris</i>	Little Pocket Mouse
<i>Peromyscus maniculatus</i>	Deer Mouse
<i>Chaetodipus formosus</i>	Long-tailed Pocket mouse
<i>Dipodomys merriami</i>	Merriam's Kangaroo Rat
<i>Dipodomys panamintinus</i>	Mojave Kangaroo Rat
<i>Onychomys torridus</i>	Southern Grasshopper Mouse
<i>Reithrodontomys megalotis</i>	Desert Harvest Mouse
<i>Neotoma lepida</i>	Desert Woodrat
<i>Sylvilagus audubonii</i>	Desert Cottontail
<i>Vulpes macrotis</i>	Desert Kit Fox
<i>Canis latrans</i>	Coyote
<i>Athene cunicularia</i>	Burrowing Owl
<i>Myotis californicus</i>	California Myotis
<i>Antrozous pallidus</i>	Pallid Bat
<i>Eumops perotis californicus</i>	Great Western Mastiff Bat
<i>Callisaurus draconoides</i>	Zebra-tailed Lizard
<i>Scaphiopus sp.</i>	Spade-foot Toad
<i>Gophers agassizii</i>	Desert Tortoise
<i>Crotalus scutulatus</i>	Mojave Green Rattlesnake
<i>Heloderma suspectum</i>	Gila Monster
<i>Lynx rufus</i>	Bobcat
<i>Vulpes macrotis</i>	Kit Fox
<i>Euderma maculatum</i>	Spotted Bat
<i>Lepus californicus</i>	Black-tailed Jackrabbit
<i>Aquila chrysaetos</i>	Golden Eagle
<i>Buteo jamaicensis</i>	Red-tailed Hawk
<i>Sauromalus ater</i>	Chuckwalla Lizard
<i>Crotaphytus bicinctores</i>	Chuckwalla Lizard

Native Animals. *Animals native to the Desert Saltbush Scrub, Creosote Bush Scrub, and Mojave Desert Wash Scrub plant communities.*

Las Vegas Bearpoppy. *Photo by Susan Cochrane Levitsky for the Nevada Natural Heritage Program.*





Killdeer. Photo courtesy of www.spurr.pls.uni.edu



Cormorants. Photo courtesy of Dave Ingram at www.surfbirds.com.



Yellow-headed blackbird. Photo courtesy of www.rdonath.com.

Riparian ecosystem. Non-native riparian vegetation around Tule Lake.



2.6.4 Desert Riparian Ecosystem

The element of water is one of the things that distinguishes Floyd Lamb Park from many areas throughout the Las Vegas Valley. Although the original springs have long since been depleted, four well-fed lakes support a host of vegetation and animals both native and exotic. The area around the lakes was once slated to become an arboretum. To support this arboretum idea, many non-native trees were planted these trees include: Mulberries, Elms, and Weeping Willows. Some of the more native trees growing in this area are Desert Willow and Cottonwoods. Cat-tails grow in and around the water as well.

Floyd Lamb Park lakes also draw a host of animals, the most obvious being birds. A few of the birds that have been seen around the core of the park are: Killdeer, Ruddy Duck, Kestrel, Yellow-headed Blackbirds, Yellow Warblers, and Tree Swallows. There is also a healthy population of migratory water fowl including: Mallard Ducks, Pintail Ducks, Wood Ducks, Great Blue Herons, Great Egrets, and Cormorants. Many of these birds are brought to these lakes not just by the water but by what is in the water, fish.

There are no known native fish living in the lakes at Floyd Lamb Park, but these lakes are faithfully stocked in the winter with Rainbow Trout and in the summer with Channel Catfish. There are also some self-maintaining populations of: Large Mouth Bass, Blue Gill, Green Sunfish, Carp, Red-eared Sunfish, and Bull Head Catfish.

2.7 Auditory Resources

Throughout the Park Core area, sounds of nature abound. The call of the peacock is the most prevalent along with sounds of other domestic animals such as chickens and horses in the background. Due to the water source found in the four man-made lakes, wildlife habitat surrounding the four man-made lakes supports a great number of bird species including the Killdeer, Kestrels, Tree Swallows, and duck species among others. The songs of the various birds in the large hardwood trees are almost overwhelming around the east side of Mulberry Lake.

Closer to the park entrance, the leaves of the large hardwood trees and the Cat-tails and tules around the lakes create a pleasant rustling sound when the wind blows across from the west.

Along with the natural sounds found throughout the site, the presence of man is heard. Gunshots fired from the Skeet Shooting range can be heard at Mulberry Lake and the surrounding picnic facilities. Construction noise is also heard in the background around the perimeters of the site. The pleasant sounds of people picnicking and kids playing can be heard around the picnic facilities.

2.8 Visual Resources

There are four types of views to consider when studying the views of Floyd Lamb State Park; approach views, internal views, views to the exterior and surrounding lands, and night views. Views should be a priority in the master planning process since views typically found in and around the Park are becoming more rare as development becomes more common.



Peacocks. *The calls of the peacocks are almost overwhelming in the Park Core as these birds have free reign over the property and can be found walking around the historic area and perching on machinery.*

Views near and far. *The Sheep Mountains rise above the treeline looking north across Tule Springs Lake.*





Mt.. Charleston. From this picnic area, Mt. Charleston rises above the riparian vegetation and existing hardwood trees.

2.8.1 Approach Views

Approaching the park from the south, one is hardly aware of the green Park Core area until at the park entrance gate due to the dense residential developments rising over two stories from the horizon.

2.8.2 Internal Views

Once inside the park boundaries, it is very obvious where the oasis created by the four man-made lakes is located. The green of the vegetation supported by the lakes stands out in stark contrast to the brown palette of the surrounding desert landscape. The vegetation creates a type of boundary between each individual lake and between the lakes and the surrounding picnic and park support facilities. Tall grasses in Tule Springs Lake even obstruct views from certain angles. Views from the surrounding BLM lands are much more open and expansive. However, even with the over 1,000 acres of open space in the BLM lands, one begins to feel a sense of enclosure as a result of the encroaching residential development surrounding the park boundaries.

2.8.3 Views to the Exterior

From the park boundaries, there is an almost 360 degree view of mountains in the far distance. The Sheep Mountains are to the north and Spring Mountains are to the west with the snow-capped Mount Charleston easily seen. In the foreground, however, these views are tainted with the roof lines of the surrounding residential development.

Encroaching residential development.

Looking west, the Silverstone Golf Community can be seen in the foreground of the Spring Mountains.



2.8.4 Night Views

After the sun sets, Floyd Lamb Park makes it easy to forget about the city and enjoy some peace and quiet. Aside from a random far off siren, the only noises heard after dark are the resident peacocks and the rustle of the Cottonwood leaves in the breeze. The water is calm and a night visitor really has to look along the periphery to be distracted by residential and city lights. Jack Rabbits and Desert Cottontails skitter back and forth while owls and bats hunt for food. The Park Supervisor mentioned that Coyotes and Bobcats frequent the park during the night.

The peace and quiet of the Park makes it an ideal location for overnight camping. Campsites located in the Park Core would be easiest for Park staff to patrol and maintain.



***Night lights.** Looking southeast and southwest, the lights from the residential developments dot the horizon but do not impact the experience at the Park which has ample open space available.*





Greenspace. The lawn areas of the Park Core, the man-made lakes, and the surrounding BLM lands compose the greenspace and openspace of Floyd Lamb State Park which is enjoyed by both humans and wildlife. Horse facilities and a trap and skeet shooting range are operated separate from the Park, but lease Park land.



2.9 Land Use

Floyd Lamb Park's Park Core and the surrounding BLM lands host various uses ranging from greenspace or openspace to unintended land uses. The majority of the land is considered greenspace.

2.9.1 Greenspace

Greenspace is the major land use on the Floyd Lamb State Park. This includes space for active recreational activities such as skeet shooting and horse back riding and passive recreational activities such as hiking, fishing, and picnicking to occur which are found primarily in the Park Core area.

2.9.2 Agricultural

The Nevada Department of Forestry Nursery is the only agricultural land use area within the park boundary. The nursery cultivates native and adapted plant species primarily for use in conservation projects.

2.9.3 Residential

Floyd Lamb State Park is surrounded by rapidly encroaching single-family residential development on the south, east, and west which affects the views from within the park. Some existing smaller homes on larger lots do still exist. Many of these residents originally moved into the area to be able to board and ride their horses from their homes.

2.9.4 Infrastructure

Infrastructure land uses include water, sewer, roads, rights of way, future transportation corridors, buildings, detention ponds, and trails.

The Park Core is served by two wells, one primary and one backup, which provide potable water and water for irrigation. Currently, the Park is served by on site septic tanks for sanitary sewer waste.

The Park has one main paved access road (Tule Springs Road) with several other dirt and gravel roads, primarily maintenance access roads, spurring off of it. Tule Springs Road acts as a channel for water during storm events. The Park is served by telephone and electric power.

A proposed transportation corridor is located along the northern property boundary where currently large electric power lines and structures are located. This road, if constructed, would negatively affect the surrounding BLM lands by causing habitat fragmentation for species in the Upper Las Vegas Wash. Construction vehicular activity would also increase noise and air pollution in the area.

Over 20 existing buildings are in the historic area of the Park Core. In addition, there are multiple picnic structure and associated restroom facility buildings. All of these buildings need constant maintenance and some buildings, particularly in the historic area, need significant upgrades (see Ownership – Working Ranch section of the document).

Two Environmental Enhancement Areas, one 28 acres in the northeastern portion of the Park (Tule Basin) and another 69 acres in the southern portion of the Park (Brent Basin), are currently in the design phase. Landscape planting, educational, and recreation opportunities are being explored as part of the design of these basins.

Trails make up the last component of the infrastructure land use category. A variety of pedestrian and equestrian trails are located within the Park Core and the BLM lands. These trails connect park visitors to the Park Core amenities such as picnic areas and the lakes as well as to the historic area and the large expanse of open space, which can be experienced by horseback in the BLM lands.



Park entrance road. *Tule Springs Road serves as the entrance and main connector road to the Park as well as a storm water channel for water during storm events. Increased development around the Park causes water to overflow the road during recent years.*

Flood management. *The city proposes to install new Environmental Enhancement Areas within Floyd Lamb Park that will address management of rainstorm flooding events that impact Northwest Las Vegas communities.*





Illegal dumping. Construction debris clutters the view of the Spring Mountains. A defined boundary to the Park lands would increase awareness of the Park and reduce illegal activity.

Clark County Shooting Park. 2,900 acres of land are master planned for a world-class public shooting facility which includes a cowboy shooting group where participants dress in cowboy attire and shoot while horseback riding. (Master Plan image courtesy of the Clark County Parks & Recreation website. Photo courtesy of Don Turner, project manager for the Shooting Park).



CLARK COUNTY SPORT SHOOTING PARK
CONCEPTUAL MASTER PLAN

poggenmeyer
long



2.9.6 Unintended Land Use

Due to the expansive nature of the BLM lands, several unintended land uses are occurring including unregulated shooting, ATV riding, paintball, and illegal dumping. Unregulated shooting is a big concern for equestrians. Not only does the noise spook the horses, but stray bullets can be dangerous to horses and humans making horseback riding uncomfortable. With the construction of the planned Clark County Shooting Park, locals will have more opportunities to shoot safely. ATV riding trails and facilities should be considered for this Master Plan as well as paintball. Establishing a more definitive Park boundary will probably reduce the amount of illegal dumping (see Issues segment).

2.9.7 Adjacent Land Use

Floyd Lamb State Park is surrounded primarily by residential developments and also land planned for a public shooting facility.

2.9.7.1 Clark County Shooting Park (planned)

The Clark County Shooting Park is a planned 2,900 acre state-of-the-art multi-use facility just north of the Floyd Lamb State Park boundary. This park, planned to start construction in 2007, will provide facilities which include a hunter education center, an indoor range, public day-use ranges, tactical ranges, rifle and pistol silhouette ranges, a cowboy mounted shooting arena, and a 1,200-yard high-power rifle range (per The Range Report – Winter 2006 by C. Douglas Nielsen). The Shooting Park will also provide facilities for law enforcement training as well as an International Archery Federation approved archery range and three field courses.

The Shooting Park will provide 100 public RV camping hook ups as well as an additional 500 full RV hookups reserved for shooters at the trap and skeet shooting fields. Access to the Park will be at the corner of Decatur Boulevard and the future extension of Moccasin Avenue.

Local gun clubs will be able to rent ranges for a fee by following the Shooting Park's registration process since the Shooting Park will be operated by Clark County Parks & Recreation Department on a fee basis.

2.9.7.2 Silverstone Ranch

Silverstone Ranch is a Golf Course Community developed by Pulte Homes located south of the Park boundary approximately between Buffalo and Rainbow Streets.



Adjacent residential development. The clubhouse at the Silverstone Ranch Golf Course Community is one of the structures surrounding the boundary of the Park. (Photo courtesy of www.MillieFine.com)

New construction on the horizon. New homes compete with the surrounding mountains for the skyline.





Riding into the sunset. Park visitors can schedule riding tours of the surrounding BLM lands and carriage rides (see photo below) with one of the two horse facilities leasing land from the Park. Notice how close new construction activity is to this eastern edge of the Park boundary.



Shooting sports. The Las Vegas Gun Club operates a public shooting range which hosts shooting leagues. (Image courtesy of www.lasvegasgunclub.net)



2.10 Recreational Resources

Floyd Lamb Park and the surrounding BLM lands offer a variety of active and passive recreation opportunities, most of which are concentrated in the Park Core area.

The expansive open space of the BLM lands lends it to activities requiring a lot of land to occur such as equestrian trails.

The majority of recreation facilities are located in the Park Core area. Two active recreation activities, the skeet shooting range and the horse stables, are considered ‘private concessions’ and operated by organizations leasing property from the State of Nevada.

2.10.1 Active Recreation Facilities

The skeet shooting range, operated by the Las Vegas Gun Club, formerly the ‘Mint Gun Club’, is open to the public five days a week and hosts trap shooting leagues on Wednesday evenings. It is located on the western edge of the Park Core and is accessed by car through Durango Boulevard.

Another active recreation facility is the horse facilities on an area leased by Humphery’s Horses and operated by Humphery’s Horses and Sagebrush-Ranch. These facilities provide horses for horseback riding lessons and riding tours. In addition to these on-site stables, visitors can park their horse trailers at the southern edge of the Park Core and access horse trails. With the completion of planned equestrian trails in the surrounding residential development, locals will be able to ride their horses into the park instead of trailering them.



2.10.2 Passive Recreation Facilities

Passive recreation activities are the more prevalent facility type in the Park Core area. Picnicking, fishing, and trail use are the primary activities.

2.10.2.1 Picnicking

Picnicking is a popular activity at Floyd Lamb Park. The Park has 64 picnic sites including roughly 90 total picnic tables. Some of these tables are located in the two large group areas while others are scattered amongst the lakes and the lawn at the historic area and are coupled with a grill located close to each table. During times of heavy use such as Easter and Mother's Day, visitors picnic on lawn areas causing damage to the lawn. There are at least eight more sheltered picnic areas surrounding the lakes allowing visitors to enjoy a picnic sheltered from the sun while sitting close to the lakes.

The two group areas in the park can accommodate 575 people total. The large group picnic area (#5 - the Grove) holds 500 people and the smaller (#3 - Cottonwood) holds 75 people. The #5 group picnic area is separated from the main circulation

***Group picnics.** The two group picnic areas are popular for reunions, corporate functions, and weddings. Individual tables are located with grills throughout the park. The expansive BLM land hold opportunities for expanding group picnic facilities which in turn could provide additional revenue for park maintenance and improvement projects.*





Tag! You're it! Members of a group picnic play games next to Group Area #3. Group rates vary from \$75 for the first 100 people to up to \$500 for 500 people.



Park office sign. This sign speaks for itself.

Fishing at Floyd Lamb. Fishing clinics for the public and school groups are coordinated with the Wildlife Department and hosted on the lakes at Floyd Lamb.

patterns in the park and has its own parking area, making this group area easy for park staff to patrol. Group picnic area #3, the smaller group picnic area, is sandwiched between the edge of the lakes and the adjacent shooting range, allowing other park visitors to mingle through the group picnic. Gunshots can also be heard here from the Skeet Shooting Range, as well as the natural noises heard in the park.

The park requests groups of 50 or more make reservations well in advance. Reservations can be made beginning January 2 of each year and the prime reservation times are between late March through May. Reservations are made for company picnics, family and school reunions, weddings, scouts and various other groups. According to the park supervisor, the park turns away at least 100 groups requesting reservations due to lack of current park facilities. The group reservation rates are dependant on the number of people in the group and are in addition to the park entrance fee.

2.10.2.2 Fishing

In addition to picnicking, many park visitors travel to the park to fish in the man-made lakes, one of the few public fishing locations in Las Vegas. A Nevada State fishing license is required for adults and only shore fishing is allowed. Swimming and boating activity is prohibited in the lakes. The Nevada Department of Wildlife stocks Tule Springs Lake with catfish in the summer and rainbow trout in the winter. Fishing clinics are coordinated with the Nevada Department of Wildlife and are held for the public as well as school groups. Currently one group of senior citizens visits the park daily to fish.

2.10.2.3 Hiking / Biking Trails

Recreational trails provide circulation paths for visitors on foot, bike, or horse. There is variation in material and level of for-





quality of trails. There are formal concrete paths with stone aggregate accents between the structures in the Historic Area however the path adjacent to the parking lots in the Historic Area is less formal and constructed of compacted gravel. The paths around the lakes vary from dirt to compacted gravel to asphalt and concrete, with the majority of surface material being compacted gravel. The western edge of Mulberry Lake has the most developed edge. Consisting of concrete platforms with seating, this edge gives visitors the illusion of walking on the lake. One disadvantage of the concrete surface is the amount of bird droppings remaining on the concrete, which, are typically washed away on other trail surfaces.

Guided tours of the historic area can be scheduled and are led by Park seasonal employees. Due to the decreasing number of staff members however, guided tours are not conducted as frequently as in the past.

Biking trails are not noted as exclusively for biking, however, the trails located in the Park Core lend themselves to slower biking speeds due to their meandering nature and variation in surfaces.

***Nice day for a walk.** The Park offers various trails to allow visitors to walk, jog, and bike safely around the lakes and the historic area (below). Surface materials vary from high maintenance dirt and gravel to low maintenance asphalt and concrete. Equestrian traffic is discouraged from using these trails and a separate equestrian trail system is located in the BLM lands.*

***Paths in Historic Area.** To access to the Spring House and Well (with stone base), a Park visitor must step off of the existing concrete path and onto the bare soil. A more definitive connection to the structures in the Historic Area would help limit possibly damaging traffic in sensitive areas.*





Equestrian Trails. *Equestrian trails can be accessed at the end of the entrance road near parking for Picnic Group Area #5.*

2.10.2.4 Equestrian Trails

Horse and rider are welcome in Floyd Lamb Park, but upon arrival are very much left to their own device. Visitors with horse trailers pull into the first parking lot on the right shortly after entering. There are no formal equestrian facilities. Riders begin by heading northeast, they then head east along the southern perimeter of the park. The trail is native soil and is flanked on one side by a barbwire fence preventing them from entering the actual park and on the other side by residential development and a golf course. No signage is provided but a few log road blocks have been set in an attempt to limit motor vehicles. Before heading out along the south perimeter horse and rider encounter a small shade shelter, a few horse pens, and a horse watering station. As people move further east the park fence ends and horse and rider are free to move out into open desert.

The open area north and east of the park presents horse and rider with fairly good footing, not too rocky and interesting topography. The topography gets more exaggerated as people move further north. Although this experience with mountain views to the west and north is a pleasant one, there are things to consider. Because this open area is not under park jurisdiction horse and rider share the land with ATV riders which can prove challenging. In addition to motor vehicles, equestrians should also be aware that extensive unauthorized shooting takes place in this area.

2.10.2.5 Camping

Since the Floyd Lamb State Park is currently a day-use facility, camping is prohibited. However, groups making special arrangements, such as boy scout troops, have been allowed to camp on site. There are currently no electric or water hookups for RV camping. However, RV hookups are located at the Las Vegas Gun Club. These are not only off-site, they are reserved for Gun Club visitors during special events. The Floyd Lamb Park office receives hundreds of phone calls each year requesting camping facilities from out of state visitors who are traveling



to Las Vegas. Consideration should be made for developing camping facilities as a form of revenue for park maintenance and improvement projects.

2.10.3 Recreational Support Facilities

In order to support both active and passive recreational facilities, Floyd Lamb Park has existing parking, restrooms, water fountains, trash receptacles, lighting, and security elements in place.

2.10.3.1 Parking

Parking for the Historical and Park Core areas is found close to these areas and to park entrance. The park contains a total of 223 paved parking spaces including 14 handicapped spaces. For the busiest days, several dirt overflow lots can also be used allowing the park to accommodate over 700 total cars. These parking areas are constructed of asphalt and gravel parking with timber wheelstops and concrete curb in some places. Handicapped parking spaces are identified with signs and paint markings and located at the southeast and the northwest corners of the Historic Area. Additional parking for the larger group picnic facilities is found along the main road through the park, Tule Springs Road.

2.10.3.2 Restrooms

There are 5 public restroom facilities throughout the park at the picnic areas. Four of these facilities are identical and are composed of 4 unisex stalls with an individual toilet and sink in each. The fifth restroom facility is located in the large group picnic area with 6 unisex stalls. All of the electric hand-dryers in the restrooms need to be replaced according to the Park Ranger.

2.10.3.3 Water Fountains

8 water fountains are scattered around the site. One fountain located on the back of the main ranch house needs repairs.



Typical restroom facility. Most restroom facility house 4 unisex bathroom stalls with individual sinks and toilets. The bathroom building at Group Area #5 has 6 stalls. The three signs shown below are located on every restroom building.



Parking and other support facilities. On a typical day, existing parking is adequate for the number of Park visitors. However on high volume days such as Easter and Mother's Day weekends, the Park welcomes more people and cars than it can often safely handle.





Informative. The only entrance to the park is delineated with this sign and a gate house. Pond regulations are outlined in the sign below which is located close to the lakes.



Interpretive signs. Signs explaining the historical significance of buildings (above) are located in the historic area. Signs identifying plant species (below) are almost hidden in the ground. More noticeable signs would increase awareness of vegetation and wildlife.



2.10.3.4 Trash

Trash receptacles are located throughout the picnic areas typically in round metal containers on concrete pads. Approximately 65 cans area checked twice daily and emptied when 1/2 full. Refuse is taken to a 20 cubic yard dumpster which is picked up weekly.

2.10.3.5 Lighting

Since the Park is a day use facility, lighting is limited to two key areas. Pole lighting at the lakes casts a low blue hue. Emergency exit signs in the Foreman's House emit an eerie red glow. Stars are easily seen throughout the park as a result of the low level of night lighting.

2.10.3.6 Security

The law enforcement park employee position was recently eliminated and patrolling is now performed by the park maintenance staff. As a result of the 'manned presence' at the park in the past 10 years however, crime is at a minimum with only one felony arrest in 2004. Maintaining a well-trained and permanent staff is critical to the future success of Floyd Lamb Park.

2.10.4 Signage

A variety of signs are found on Park property including informative, directional, and interpretive signs.

Informative signs such as entrance and pond/park regulation signs provide information key to safe park use. Directional signs provide maps and directions to Park facilities. Interpretive signs are located in conjunction with their subject matter and can include historical information and plant species identification.

2.10.5 Programming / Special Events

The Park hosted one large special event last year with a 'Special Use Permit'. This event, the Las Vegas Celtic Society, brought 7,100 visitors over 2 days. In 2004, 6,800 people visited the park to attend 17 special events including the American Bulldog Dog Show, a fund raiser for the Greyhound Pets of America, and Girl Scout and Boy Scout day camps. 1,700 people attended 33 interpretive programs offered by the Park in 2004.

2.11 Circulation

2.11.1 Vehicular

The official entrance to the park is located off of Tule Springs Road where visitors must pass by a guarded gate house to pay the park entrance fee. A two-lane asphalt road provides access to the west and northwest edge of the park core however, visitors must ultimately turn around and drive out the same way they entered. Only maintenance vehicles are allowed through the Park on the gravel road along the eastside of the Park Core.

Various parking lots are scattered along the road providing parking for the picnic facilities. There is no designated location for horse trailers (see Equestrian Trails section) however, most horse trailers are parked at the first parking lot to the right of the entrance gate of the Park.

2.11.2 Equestrian

As mentioned in the Equestrian Trail section, formal equestrian facilities are lacking in the Park. The existing equestrian trails are located throughout the BLM lands but should be used with caution as activities such as unregulated shooting and off road vehicle riding often take place in these areas.

2.11.3 Bike/Pedestrian

Pedestrian trails are limited to the Park Core area and do not include trails specifically for biking.

A series of concrete and gravel trails lead visitors through the Historic Area of the Park Core. A separate paved trail circles Tule Springs Lake. Additional paved, gravel, and dirt trails lead visitors between parking areas and sheltered picnic facilities, and between the lakes. There is no formal pedestrian connection between the Historic Area and the more naturalized lake areas. There is also no trail system between individual sheltered picnic areas.



Pump backflow pipe. The pump system which replenishes the lakes from on site wells backflows into Tule Springs Lake. The irrigation system is supplied by the Lakes. The Park full-time maintenance staff are responsible for maintaining the pumps and irrigation system among other duties.

2.12 Operations and Management Procedures

Floyd Lamb State Park utilizes full and part time employees and an annual budget of approximately \$450,000.00 for park maintenance and operations.

Traditionally, the park has had three full-time maintenance employees, a park supervisor and a law enforcement officer, in addition to 4-5 seasonal employees who work a staggered schedule April through December.

The park supervisor lives on site and has duties ranging from managing the day to day operations of the park and maintenance and seasonal employees to managing the overall Park budget and project specific budgets.

The full time maintenance employees are responsible for maintaining the park grounds and associated equipment and restroom and picnic facilities. The park maintains a fleet of 10 vehicles including 2 riding lawn mowers, 3 trucks (5 cubic yard dump truck and patrol vehicles), 2 turf vehicles (for riding on turf), and 2 tractors (small Kabotas), and one backhoe.

Maintenance employees are responsible for mowing the turf and for maintaining the turf irrigation system. During the peak lawn season, they mow an average of 32 hours per week, which means they are constantly mowing in some area of the park.

The park's irrigation system is 20 years old and composed of 13 irrigation time clocks with 16-22 stations per time clock. All time clocks were replaced with new Rainbird time clocks in 2004. The irrigation system begins spraying at 8 pm and cycles through the system until 9:30 am. Water for the irrigation system is pumped from the lakes by a 3-pump system capable of a rate of 900 gallons per minute. The lakes, in turn, are replenished with water from two wells on site. One primary well is used about once a week, its pump is turned on manually, and it takes 2-3 days to refill the lakes from water lost through irrigation and evaporation. Another well serves as a backup, should the primary well fail. Both wells were drilled on the former sites of the original springs, which have since dried up.

The seasonal employees are responsible for manning the park entrance station and maintaining the park facilities such as restrooms and picnic areas. For example, during a busy day, one employee may spend all day driving around emptying trash receptacles while another employee cleans and restocks the restrooms.

The typical annual park budget of **\$450,000** includes:

\$264,000* for full-time employee salaries
*(*Does not reflect the recent 2 employees lost)*
\$90,000 for seasonal employee salaries
\$50,000 for utilities and trash collection
\$46,000** for operating budget
*(**\$26,000 of operating budget for water taxes on the 830 ac/ft per year used in the park)*

In addition to the annual budget, additional funding can be allocated for specific projects. Most recently, funding was allocated for:

\$8,000 to replace carpets in several buildings
 \$7,000 for roof repairs to various buildings
 \$8,000 for electrical upgrade
 \$15,000 for HVAC renovations

Alternative funding and volunteer labor has enabled the park to successfully complete smaller scale projects throughout the park especially in the historic area.



Park staff. Maintenance of the Park vehicles is also a duty of park staff. The Park office is located inside the Caretaker's House (above).





Former Ranch Entrance. This entrance is along the western edge of the Park boundary and includes a carved wood sign (below).



Park Sign. This sign, on the outskirts of the Park, denotes the original Park entrance and historical significance.



Issues

There are a number of issues currently and potentially affecting the redevelopment of Floyd Lamb Park which should be considered during the master planning process.

2.13 Identity

Floyd Lamb State Park is located at the site of the former Tule Springs Ranch. This often confuses would-be park visitors who are looking for Tule Springs. Perhaps a revised name of the Park could be 'Floyd Lamb State Park at Tule Springs' (as in the old sign shown below left) to better orient visitors.

2.14 Connectivity

Years ago when the Tule Springs Ranch was in operation it was isolated from downtown Las Vegas and required self-sufficiency. In recent history the Park seems closer and closer to downtown however, many locals and visitors to Las Vegas do not know it exists. Along with the Park's identity being an issue, the Park lacks connectivity with Las Vegas and the region.

2.14.1 Visual

At one time the Park's dense tree vegetation was visible while approaching it from downtown Las Vegas however, the Park is no longer visible due to increasing development which blocks views.

2.14.2 Physical Connectivity

The Park is somewhat difficult to find when heading from the south. Signs along the approach are rare and due to the lack of visibility, visitors do not have a sense that they are approaching a Park.

The Park is not accessible from the north since visitors must exit the interstate south of the Park and circle around to enter.

2.15 Boundary

A clearly defined boundary to the Park would increase awareness of the Park and lead to more respect for the lands and facilities associated with it. Currently the unirrigated areas of the Park, including the BLM lands, appear as 'no-mans' land' and many unintended land uses occur such as dumping, off-road vehicle riding, and unregulated shooting.

2.16 Land access for future adjacent land development and infrastructure

Consideration for access through the entire Park boundary should be made during the master planning process. In addition to easements for the Division of Forestry on site, additional easements may be needed for infrastructure such as water pipelines since the Park currently uses water from wells on site.

2.17 Flooding

Flooding is an increasing concern at the Park. Surrounding development has reduced the amount of land serving as drainage areas for storm water to filter back into the subsurface system. The main entrance road serves as a channel for storm water during storm events and is often completely underwater.

2.18 Reasons for unimplemented 1987 Master Plan

Exploration of the reasons recommendations in the 1987 Master Plan were not implemented should be analyzed in the 2006 Master Planning process

2.19 Lack of visitors' center

A visitors' center should be considered for the redevelopment of the Park. A 'Visitor Center Conceptual Plan' was produced by Consortium West in 1996 with recommendations for using the Foreman's house as a non-traditional visitor center. For example, the plan designed the visitor center as an exhibit space for historical interpretation of the Tule Springs Ranch. Information about park facilities was not proposed here.

Even before the 1996 plan, the 1987 Master Plan proposed using the Hay Barn as a visitors center / large gathering space.

A full service visitor center is needed at Floyd Lamb. There are significant historical, environmental, and recreational resources to preserve and experience throughout the Park. Options for renovating and utilizing an existing building or constructing a new building to serve as a visitor center should be explored.

2.20 Crime prevention

Gang related crime was in issue during the 1980's when the State first took over management of the park. With the increase of a manned presence in the park, and the establishment of a manned entrance gate, crime has basically been eliminated. The cost of entrance into the park helps cut down on unwanted activity thus providing a sense of safety for park visitors.



Park access road flooding. Flooding is more common with the increased development surrounding Floyd Lamb Park. Land that once served as surface area for storm water filtration is being developed and storm water flow is increasingly more channelized resulting in greater amounts of water travelling at high speeds. These are examples of flooding at the Park. (Photos courtesy of Park Supervisor Steve Santee).



2.21 Northern edge property

One privately owned parcel is needed to complete the northern Park boundary. The City of Las Vegas will need to work with this property owner to determine if this parcel of land can be brought into the Park.

2.21 Accessibility

2.21.1 Overall access to site and trail surfaces

Not all areas of the Park are easily accessible on foot, horse, or car. Additional paved trails and roads may be needed for easier access between areas such as the Historic area and the naturalized picnic areas between the Historic Area and Tule Springs Lake.

An opportunity for connection to the planned Equestrian Park exists either through the CTA (possibly) or along the northern edge of the existing Silverstone Ranch Golf Course Community.

2.21.2 Handicap access to Park Core facilities

Slopes on trail should not exceed 5 percent in any area designated for pedestrian traffic. Recreational support facilities such as restrooms, picnic tables, and water fountains should conform to ADA standards. Handicapped accessible fishing piers could also be introduced to enable more visitors to enjoy fishing on the lakes.

2.22 Hazardous materials

The water, soil, and air in the Park project boundary should be professionally tested to insure public safety. Numerous dead fish have been sighted in Tule Springs Lake but cause of death was not determined. Since the public is allowed to keep what they catch in the lakes it is even more important to insure good water quality for fish habitat.

2.23 Water Rights

Water is an important resource in the Park and surrounding area. The State currently owns the water rights to the wells on the Park property which supply 830 acre feet of water per year to the Park and to the Division of Forestry Nursery.

Future water needs should be considered in the master planning process for any proposed facilities.

Final Draft

CHAPTER THREE

DESIGN PROGRAM

The open space needs of Las Vegas residents has been a critical factor in defining an appropriate design and development program for Floyd Lamb Park. This chapter outlines an assessment of the open space and recreational needs of city residents and combines these findings with the site evaluation to form the basis for three different development alternatives and a design program for the Park.

3.1 Needs Assessment

In order to develop an appropriate design program for Floyd Lamb Park, it was important to consider the open space and recreational needs of Las Vegas residents. The assessment of these needs guided the preparation of development alternatives for the Park. A definition of "need" comes from several sources: statistically valid surveys, opinion surveys, and direct public input. It is clear from our research that citizens in Las Vegas are interested in a variety of open space and recreational facilities. City-wide trends and needs for specific recreational spaces and facilities have been identified both throughout the community and specifically for Floyd Lamb Park.

The consultant wanted to be certain that the definition of need was holistic and not just based on local input. Floyd Lamb Park is a **regional park** and must be designed, developed and managed to meet the needs of residents throughout the community. We evaluated citywide input from the City of Las Vegas Department of Leisure Services Survey; local input from the Northwest Las Vegas Open Space Plan and Northwest Las Vegas Equestrian Park Master Plan; and park-specific input from the Nevada State Parks Survey. The consultant also included an online survey, public comment form, and public input from two community workshops. We also received a petition from adjacent residential neighbors in the Rainbow/Torrey Pines/Horse area of Northwest Las Vegas. Summary of needs defined from all of these sources provides one of the platforms for three alternative designs for the Park. A more detailed summary of these public input efforts can be found in Appendix B.

3.1.1 The City of Las Vegas Leisure Services Survey

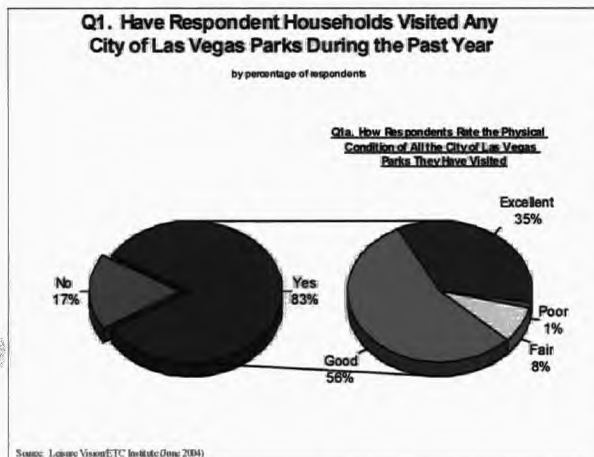
The City of Las Vegas conducted the Leisure Services Survey in late 2005 and early 2006 to generate input on recreational interests from Las Vegas residents. The survey sought to gather information related to recreation habits and interests in facilities



Note: The purpose of this Chapter is to define the park and recreation needs of Las Vegas residents and to describe possible development scenarios for Floyd Lamb Park that were considered during the planning process. The Chapter concludes with the recommended design program for the park.



Sports fields are one of the high demand needs for Northwest Las Vegas, according to surveys completed by the City.



2005 Community Attitude and Interest Survey for Northwest Las Vegas indicated a need for more walking and biking opportunities, and a preference for protecting native desert ecosystems.

and programming. In general, the summary provided a baseline of support for more recreational facilities.

Interests that have been identified as “high need” throughout Las Vegas include more parks that support both active and passive recreation (trails, picnic areas, playgrounds, basketball courts, ballfields, recreational centers, etc.). One of the strongest interests and desire throughout the city is for more paved walking trails. Other top priorities included family-oriented recreation options that include additional picnic areas, water parks, playgrounds, and open spaces.

3.1.2 Northwest Open Space Plan

As part of the adopted 2005 Northwest Las Vegas Open Space Plan, a statistically valid Community Attitude and Interest Survey was conducted to establish priorities for the planning of parks, trails, open space areas, and outdoor recreation facilities within Northwest Las Vegas. The survey was conducted by ETC Leisure Vision of Olathe, KS and generated a return with a margin of error below 4%.

Specific goals of the survey respondents covered many interests and needs. All of the following were listed as needs by more than 60% of those surveyed (ordered by popularity): walking and biking, trails, habitat for wildlife, natural area preservation, neighborhood parks, cultural facilities, picnic areas, and large community parks.

As part of the planning process for the Northwest Open Space Plan, public workshops also were conducted that served to provide significant input that supported large, multi-use community parks and more walking and equestrian trails. More trail opportunities and connectivity between parks and neighborhoods were needs expressed by community residents.

3.1.3 Northwest Las Vegas Equestrian Park Master Plan

Community support for a new and improved equestrian park in Northwest Las Vegas comes from the lack of a high quality facility in the Las Vegas Valley and the large number of horse owners in the Northwest Las Vegas. A master plan completed by the City in 2006 showed that there is support for additional equestrian trails due to a lack of places to ride within the Valley. The majority of horse owners used their horses for pleasure and trail riding and event showing. Respondents indicated that the facilities they would use most are outdoor practice areas, climate controlled arena, covered show arena, and an extensive trail network.

3.1.4 Ward 6 results from City Leisure Services Survey

Responses from the City of Las Vegas Leisure Services Survey for Ward 6, where Floyd Lamb Park is located, were specifically defined. Top priorities for Ward 6 residents include building new parks and upgrading/maintaining existing parks. Those **who do not** use parks said that they don't because current parks are not located close to where they live, or because they don't know where parks in Ward 6 are located. An overwhelming 82% of Ward 6 respondents indicated they wanted new outdoor park and recreation facilities, specifically community areas, sports fields, cultural facilities, and tennis courts.

3.1.5 State Parks Survey (Floyd Lamb)

The State of Nevada conducted a statewide parks survey which provides information specific to the access and use of Floyd Lamb Park. A high percentage of those surveyed go to the Park to either picnic, fish, relax outdoors, or hike/walk. In terms of facilities used, there were a wide variety of responses with picnic areas and fishing piers ranked highest. The majority of users felt the Park and trails were in at least good condition.

3.1.6 Floyd Lamb Park Master Plan Public Inputs

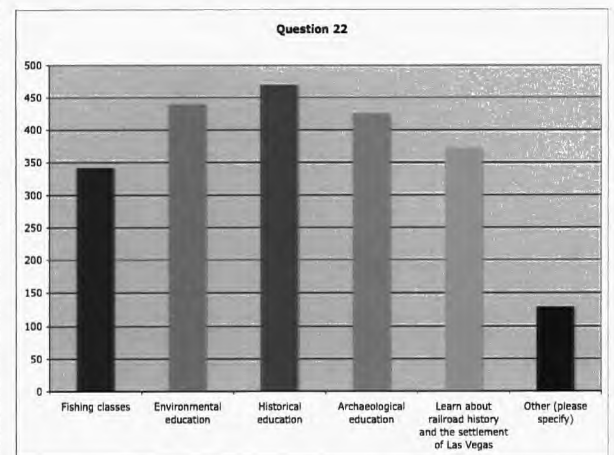
The following summaries come from the master planning process. Questions formulated were specific to interests and desired programs for Floyd Lamb Park. Detailed graphic summaries are found in Appendix B.

Online Survey

More than 800 people completed an online survey, which asked questions pertaining to the core facilities and service of Floyd Lamb Park. When asked what specific facilities should be included in Floyd Lamb Park, hiking trails and picnic areas were the most common responses. Many other facilities requested by approximately half of the respondents include bicycle trails, bird watching areas, fishing areas, free play open fields, historical and cultural interpretation areas, and an archaeological museum and interpretive area. Low responses included new sports fields, RV camping, shuffle board, and Bocci courts. Several programming options were well received including, in order, historical education, environmental education, and archaeological education. The on-line survey contradicts citywide and regional response and interest for sports fields; however it is important to note that this is not a statistically valid survey and a narrow sample of the total city population responded to the on-line survey. A concern was noted in the on-line survey regarding the possible impact that new sports fields would have on adjacent residents.



Ward 6 residents need more outdoor parks, community areas, sports fields and tennis courts.



An on-line survey provided Las Vegas residents the opportunity to share their vision and opinions for the future of Floyd Lamb Park.



Public open house meetings were well attended and provided the residents of Las Vegas with an opportunity to have input into the planning process.

Public Workshop Map Comments

Two public workshops were held during the Park master planning process at which participants were encouraged to make comments directly on maps provided. A wide variety of ideas and issues were conveyed. Common responses included a need to protect the landscape (geology, native plants and animals, etc.), a desire for more trails including mountain biking and equestrian facilities, a desire for pedestrian neighborhood access, and concerns about the lack of active park facilities, including lighted ballfields. There was also concern voiced concerning the impact of a sports park on adjacent residential property. A strong desire for protection of the history and nature of the area was also expressed. Several comments also focused on the need for specialized recreational facilities such as an amphitheater, archaeological and museum building, and the restoration of the historic Tule Springs Ranch. A new entranceway into the park was also defined as important.

Comment Forms

In addition to comments on the maps, written comment forms were also distributed and collected during the public workshops. The key finding from these comment forms is that equestrian and hiking trails were the most desired facilities within the Park. Others facility interests included bicycle trails, picnic areas, historic and cultural interpretation, and community gardens.

3.1.7 Summary of Inputs

Citywide and local planning processes and surveys have all demonstrated that the majority of respondents support additional open space, park and recreational facilities. There is emphatic interest in walking, biking and equestrian trails, natural area protection, passive open space activities, cultural and historic interpretive spaces, and sports fields. Comments from some residents adjacent to the Park were negative with respect to the location of sports fields because of their potential impact (traffic, noise, and nighttime lighting), and not because of a lack of desire to enjoy sports fields. This consideration and all interests and desires provide valuable input and the basis for a design development program for the Park.

3.2 Alternative Development Concepts

Three alternative development concepts were produced as a result of feedback and input from the Technical Advisory Committee, the Citizens Advisory Committee, the City of Las Vegas, the State of Nevada Parks, the on-line public survey, and the sources outlined in the beginning of this chapter. The alternatives vary in increasing amounts of development beginning with Alternative A – ‘As Is’ which focuses on improvements to existing facilities. Alternative B – ‘Enhanced’ Park includes all elements of Alternative A plus additional development. Alternative C – ‘Fully Developed’ Park includes all of Alternatives A, B, plus additional development and represents the most “developed” alternative for the Park.

The following text describes each of these “alternatives” in greater detail. Each alternative was reviewed by the public and project citizens and technical committees, and an agreed upon ‘Preferred Alternative’ and park design program was developed and is summarized at the end of this chapter.

3.3 Alternative A - ‘As Is’ Park

Floyd Lamb Park has a wealth of existing historical resources and passive recreational opportunities. Alternative A the ‘As Is’ Park focuses on enhancing the existing facilities of the park, improving vehicular circulation around the Park Core, and providing additional picnicking facilities and camping opportunities.

3.3.1 Loop Road

A road will be extended to make a loop by continuing around the eastern edge of the Park Core Area. This road will improve vehicular circulation by directing traffic around the Park Core, instead of requiring traffic to double back the same way traveled in. The new loop will also provide access to additional picnic areas and proposed camping areas.

3.3.2 Historical Building Improvements

Twenty three structures within the Park Core area are on the National Historic Registry (see chart at right). A survey of the existing structures, including studying ADA accessibility issues, structural integrity, and historical accuracy of renovations deemed necessary should be conducted. At a minimum, the historical structures could be improved to allow self-guided tours of the former Tule Springs Ranch to allow visitors to experience the ranch lifestyle.



Historic Structures. 23 Structures (listed below) are on the National Historic Registry and include the Water Tower (top) and the Spring House and Well (middle).

Caretaker's House
Machine Building - Firehouse
Office and Stables
(2) Stables
(4) Sheds
Adobe Hut
Tennis Court
Foreman's House
Guest House
Pump House
Duplex
Root Cellar
Swimming Pool
Bath House
Generator Building
Water Tower
Spring House and Well
Power House
Hay Barn



Group picnics. Group picnics are a popular attraction to Floyd Lamb Park as well as a potential revenue generator if more areas are developed.



Camping. Currently, camping is only permitted by a special use permit; however, if properly designed, camping areas could provide safe and desirable places for visitors to camp and enjoy the night sky views from the Park.

"Yee-Haw!" A group of young equestrians enjoy a guided trail ride through Floyd Lamb Park.



3.3.3 Additional Group Picnic Areas

Group picnic areas can be added in several locations providing accommodation for up to 500 visitors. This is possible by utilizing the new Loop Road and existing picnic area parking.

3.3.4 Overnight Camping

The views of the night sky are worth experiencing at Floyd Lamb Park. Since activities after dusk are not currently supported, overnight camping is an optional activity for consideration. If allowed, camping would require additional park staff hours to patrol campsites. Individual and group camping areas could be proposed around the loop road in areas which can be easily patrolled by staff.

3.3.5 Hiking Trails

In order to preserve the existing vegetation in Floyd Lamb Park, non-motorized traffic should be concentrated along the formalized trails. Additional hiking trails are proposed throughout and connecting the Environmental Enhancement areas.

3.3.6 Equestrian Trails and Comfort Stations

The future Northwest Equestrian Park will provide first-class equestrian facilities and miles of cross-country equestrian trails. Additional equestrian trails are recommended within Floyd Lamb Park to connect the future Northwest Equestrian Park in the east with the Park Core in the west. Equestrian comfort station should be located at intervals, with adjacent shade structures, water, and trail map distribution boxes installed.

3.3.7 Environmental Enhancement Areas

Two environmental enhancement areas are proposed which will include flood detention structures and amenities such as trails, native and adaptive vegetation with interpretive signage. The north EEA has approximately a fifty-acre footprint and the south EEA has approximately a one hundred-acre footprint.



3.3.8 The Northwest Equestrian Park

The existing horse stable and riding facilities at Floyd Lamb Park may eventually be incorporated into the Northwest Equestrian Park. The new equestrian park will be a first-class facility that may include future boarding capabilities.

3.3.9 Exterior Trail Connections

The Northwest Trails Plan detailed a network of existing and proposed equestrian and pedestrian trails around Northwest Las Vegas. All of the alternatives for the Floyd Lamb Park include connections to these trails as well as connections to the Las Vegas Wash and the Clark County Shooting Park.

3.3.10 Relocate Existing Trap Shooting Range

The proposed Clark County Shooting Park will be a world-class shooting facility located adjacent to Floyd Lamb Park along the northeastern park boundary. It is recommended that the existing Trap Shooting Range (home to the Las Vegas Gun Club) be relocated to the Clark County Shooting Range. Given that Northwest Las Vegas has changed so much during the past decade, it is reasoned that the Clark County facility is a better host for the Gun Club and associated activities.

Northwest Equestrian Park. Designed as a first-class horse facility, the future Northwest Equestrian Park will host events as well as provide boarding and cross country trails connecting to other proposed equestrian trails throughout and surrounding the Park. Photo courtesy of City of Las Vegas.

Skeet and trap shooting facilities are proposed to be relocated to the new Clark County Shooting Range.



**CLARK COUNTY SPORT SHOOTING PARK
CONCEPTUAL MASTER PLAN**

Photo: www.co.clark.nv.us/parks/ShootingPark
Clark County Parks & Recreation website

ALTERNATIVE A: 'AS IS'

Note: The numbers on the map (facing page) correspond with the following facilities described in the previous pages.

- 1 LOOP ROAD
- 2 HISTORICAL BUILDING IMPROVEMENTS
- 3 ADDITIONAL GROUP PICNIC AREAS
- 4 CAMPING (GROUP AND INDIVIDUAL)
- 5 HIKING TRAILS
- 6 EQUESTRIAN TRAILS AND COMFORT STATIONS
- 7 ENVIRONMENTAL ENHANCEMENT AREAS
- 8 THE NORTHWEST EQUESTRIAN PARK
- 9 EXTERIOR TRAIL CONNECTIONS
- 10 RELOCATE EXISTING TRAP SHOOTING RANGE

3.4 *Alternative B - 'Enhanced Park'*

Alternative B development concept includes all improvements from Alternative 'A' and continues with a focus on additional environmental enhancement. Alternative B provides more recreational amenities and preserves archaeological resources throughout the Park.

3.4.1 *New Park Entrance*

A new and improved Park entrance would provide a more direct and visible entry way to Foyd Lamb Park, raising awareness of the Park and its amenities. The new entrance aligns with Iron Mountain Road and connects to the Loop Road proposed in Alternative A. A new entrance gate and gatehouse structure are also recommended. Enhancements to the existing entrance will be inspired by the old ranch entrance.

3.4.2 *Archaeological Museum*

Floyd Lamb Park, as a result of its location on the former Tule Springs, has potentially very valuable archaeological resources located throughout the site. An archaeological museum would provide the venue to showcase these resources and provide educational opportunities for student groups and visitors. The museum could be a part of a larger visitor center at the Park.

3.4.3 *Mountain Bike Facility (Non-Motorized)*

The topography of the Floyd Lamb Park lends itself to off-road non-motorized biking. With the spectacular views of the Sheep and Spring Mountain Ranges in the distance, bikers would enjoy exercise and visual amenities while traversing Floyd Lamb Park.

3.4.4 *Ecosystem Restoration/Enhancement*

The unique desert habitat is diminishing in the rapidly developing Las Vegas Valley. Ecosystem restoration and enhancement is proposed adjacent to both Environmental Enhancement Areas, providing a corridor for wildlife and for visitors to learn about environmental stewardship.



Historic Entrance. *The former entrance to the Tule Springs Ranch gives inspiration for a new Park entrance.*



Archaeological Museum. *Photo courtesy of Anasazi Heritage Center, Dolores, CO.*



Non-motorized cycling. *A mountain bike trail system is proposed west and south of the Park Core area.*



Ecosystem Enhancement. *Non-profit organizations can often provide volunteer labor for planting and maintenance.*

ALTERNATIVE B: 'ENHANCED PARK'

Note: The numbers on the map (facing page) correspond with the following facilities described in the previous pages.

- 1 LOOP ROAD
- 2 HISTORICAL BUILDING IMPROVEMENTS
- 3 ADDITIONAL GROUP PICNIC AREAS
- 4 CAMPING (GROUP AND INDIVIDUAL)
- 5 HIKING TRAILS
- 6 EQUESTRIAN TRAILS AND COMFORT STATIONS
- 7 ENVIRONMENTAL ENHANCEMENT AREAS
- 8 THE NORTHWEST EQUESTRIAN PARK
- 9 EXTERIOR TRAIL CONNECTIONS
- 10 RELOCATE EXISTING TRAP SHOOTING RANGE
- 11 NEW PARK ENTRANCE
- 12 ARCHAEOLOGICAL MUSEUM
- 13 MOUNTAIN BIKE FACILITY (NON-MOTORIZED)
- 14 ECOSYSTEM RESTORATION/ENHANCEMENT

3.5 *Alternative C - 'Fully Developed Park'*

Alternative C includes all improvements from Alternatives 'A' and 'B'. It celebrates Las Vegas Railroad History and provides an additional water feature as an amenity.

3.5.1 *Lake and Amphitheater*

A proposed fresh water lake and amphitheater would provide Northwest Las Vegas residents with a unique venue for outdoor entertainment. Individual and group camping, along with fishing would be provided around the lake. The orientation of the amphitheater would project performance sound toward the interior of the Park.

3.5.2 *Miniature Railroad Park*

The Las Vegas Railroad Society fully supports the development of a family oriented miniature railroad park. This park is envisioned to host miniature trains departing from a depot building, which includes a railroad museum, a banquet room, and support facilities. Railroad village shops and homes will line the railroad tracks, which are designed to meander through existing canyons in the landscape.

3.5.3 *Nevada Power Substation*

The State of Nevada proposes a five-acre substation, at the corner of Iron Mountain Road and Rainbow Boulevard, stubbed from the main power arterial along Moccasin Road, to provide power to the surrounding development.

3.5.4 *Sports Field Complex*

Northwest Las Vegas has been one of the fastest growing areas of the city, county, region, and nation for the past decade. The city recognizes the need to provide traditional park and recreational facilities within the proposed Northwest Las Vegas Cultural Park. The City feels that an opportunity exists within the BLM leased lands to meet traditional passive and active recreation needs for Northwest residents. As such, this alternative proposes the future development of a "sports field" complex that will provide for both child and adult league facilities, including baseball, softball, soccer, lacrosse and other related activities.

3.5.5 *Boundary Fence/Landscape*

Due to the suburbanization of Northwest Las Vegas, the Floyd Lamb Park property is now surrounded by residential neighborhoods. There is a need to both delineate and protect the Park property and facilities.



Amphitheater. An amphitheater tucked into the "canyon" regions of the Park would provide a unique venue for outdoor entertainment while also buffering it from the surrounding residential neighborhoods.



"All Aboard!" People of all ages enjoy a train ride aboard a steam engine train in a railroad park. A full array of events would be programmed including educational events and classes for students and the public as well as holiday celebrations.

Defined Park boundary. A formal edge of fencing and landscape would provide a delineation between Floyd Lamb Park and the adjacent properties while protecting the resources of the Park.



ALTERNATIVE C: 'FULLY DEVELOPED PARK'

Note: The numbers on the map (facing page) correspond with the following facilities described in the previous pages.

- 1 LOOP ROAD
- 2 HISTORICAL BUILDING IMPROVEMENTS
- 3 ADDITIONAL GROUP PICNIC AREAS
- 4 CAMPING (GROUP AND INDIVIDUAL)
- 5 HIKING TRAILS
- 6 EQUESTRIAN TRAILS AND COMFORT STATIONS
- 7 ENVIRONMENTAL ENHANCEMENT AREAS
- 8 THE NORTHWEST EQUESTRIAN PARK
- 9 EXTERIOR TRAIL CONNECTIONS
- 10 RELOCATE EXISTING TRAP SHOOTING RANGE
- 11 NEW PARK ENTRANCE
- 12 ARCHAEOLOGICAL MUSEUM
- 13 MOUNTAIN BIKE FACILITY (NON-MOTORIZED)
- 14 ECOSYSTEM RESTORATION/ENHANCEMENT
- 15 LAKE AND AMPHITHEATER
- 16 MINIATURE RAILROAD PARK
- 17 NEVADA POWER SUBSTATION
- 18 SPORTS FIELD COMPLEX
- 19 BOUNDARY FENCE/LANDSCAPE

3.5 Summary and Recommended Program

At a public open house workshop in August 2006 the citizens of Las Vegas were provided an opportunity to comment on each alternative. Additionally, meetings with the citizens advisory and technical review committess were held and the alternatives were presented and discussed. Finally, the State of Nevada parks staff and city of Las Vegas staff reviewed each alternative. Using the feedback from these meetings, a recommended design program and Preferred Alternative for Floyd Lamb Park was developed. It incorporates the following project elements:

- 1) New Park Entrance
- 2) Loop Road
- 3) Historic Building Improvements
- 4) Additional Group Picnic Areas
- 5) Expanded Hiking Trails
- 6) Expanded Equestrian Trails and Comfort Stations
- 7) Environmental Enhancement/Stormwater Basins
- 8) Archaeological Museum and Amphitheater
- 9) Non-Motorized, Mountain Bike Facility
- 10) Ecosystem Restoration and Enhancement
- 11) Expanded Lake
- 12) Future Community Park
- 13) Nevada Power Substation
- 14) Boundary Fence and Landscape System

This Preferred Alternative is defined in greater detail within Chapter Four of this Master Plan.

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The Preferred Alternative for Floyd Lamb Park defines an ambitious and appropriate program of land conservation, cultural preservation, and recreation facility development. This program responds to the need to conserve and protect the natural and cultural resources of the Park, while at the same time creating more opportunity for public access and enjoyment of these resources.

4.1 Defining the Preferred Alternative

Using the results from public surveys, public open house meetings, Citizens Advisory Committee meetings and Technical Review Committee meetings, a Preferred Alternative Conservation and Development Plan was prepared for Floyd Lamb Park. The Preferred Alternative addresses and resolves stipulations that are defined within the Transfer Agreement between the State of Nevada and City of Las Vegas. This Preferred Alternative forms the basis for the Floyd Lamb Park Master Plan and is described in greater detail on the following pages of this chapter.

4.2 The Preferred Alternative Improvements

The Preferred Alternative improvements are divided into the three main categories of the Master Plan: Land Conservation, Cultural Preservation, and Passive Recreation.

4.2.1 Land Conservation Plan

One of the primary goals of Floyd Lamb Park is the conservation of undeveloped land both within the Park boundary, as well as throughout the BLM R&PP leased lands. Land conservation is not an improvement in the usual sense, but a method for protecting native desert ecosystem and Park resources. The desert landscape found throughout the Park is a threatened and diminishing resource as development encroaches from almost every edge of the Park. Therefore, the desert ecosystem found within the Park should be conserved wherever possible to yield the greatest sustainable benefit to wildlife and visitors. The primary land conservation areas includes two undeveloped canyon landscapes located in the northwest corner of the Park, just south of Log Cabin Way, and the expansive desert landscape of the R&PP leased lands. A third conservation area would include the enhanced condition of the Park's four existing lakes.

CHAPTER FOUR

PREFERRED ALTERNATIVE

Transfer Agreement. The stipulations above apply to the agreement between the City of Las Vegas and the State of Nevada.

1. THE CITY OF LAS VEGAS SHALL PROTECT ALL HISTORICAL AND RECREATIONAL VALUE OF THE PROPERTY.
2. THE CITY SHALL GUARANTEE PUBLIC ACCESS TO THE PROPERTY.
3. THE CITY OF LAS VEGAS AND ANY SUCCESSOR IN TITLE SHALL NOT TRANSFER ANY INTEREST IN THE PROPERTY WITHOUT THE WRITTEN CONSENT OF THE STATE OF NEVADA THROUGH A CONCURRENT RESOLUTION OF THE LEGISLATURE.
4. THE CITY OF LAS VEGAS SHALL USE THE PROPERTY DESCRIBED AS THOSE RECREATIONAL USES THAT HAVE HISTORICALLY BEEN ALLOWED BY THE STATE OF NEVADA, AS EXPANDED TO ALSO INCLUDE FAMILY PLAY FIELDS, GROUP USE, PICNIC AREAS, HIKING AND JOGGING TRAILS, CULTURAL EVENTS, AND OTHER PASSIVE RECREATIONAL USES AS DEFINED BY THE NATIONAL RECREATION AND PARKS ASSOCIATION.
5. IN THE EVENT OF ANY BREACH OF THE FOREGOING RESTRICTIONS, THE PROPERTY SHALL REVERT TO THE STATE OF NEVADA, INCLUDING ALL APPURTENANT WATER RIGHTS.



Floyd Lamb Park Canyons need to be conserved and protected to the greatest extent possible. They are the last remaining remnants of what use to be the Northwest Las Vegas valley landscape.



R&PP Lands will in the future support new equestrian and hiking trails. These trails will be field located in association with the BLM to minimize impact to natural and cultural features.

The Canyons

The unique canyons found in the western edge of the park property, south of Log Cabin Way, will feature pedestrian hiking trails, having a minimal impact on the environment. These lands are home to fragile archaeological resources that should be further studied, conserved and in some situations relocated to a safe facility, such as the proposed Archaeological Museum at Floyd Lamb Park (discussed later in this chapter).

R&PP Lands

The open space of the R&PP leased lands (just over 1,000 of the 1,385 acres are within the Conservation Transfer Area (CTA)) will be conserved “as is” until the Bureau of Land Management study of the CTA is complete (estimated to be a three-year process). This park master plan proposes some future uses and impacts, in the form of trails, to the CTA. The actual trail alignments and location of other facilities are contingent upon the location of sensitive biological and cultural resources, such as endangered plant and animal species and archaeological/historical artifacts. Other proposed future uses for the just over 300 acres of R&PP lands outside the CTA include a community park (uses could include tennis courts, ballfields, tot lots, trails, open space, picnic shelters, restrooms, drinking fountains, etc.), trails, open space and a Nevada Power substation, fall outside of the CTA boundary.

With respect to the CTA lands, BLM is concerned about how the impact of trail use will be mitigated to control dust pollution. It is anticipated that future trails would be field located in consultation with BLM staff. Currently, Utah State University is under contract with the BLM to study the interaction of the adjacent neighborhoods with the R&PP leased lands environment. The exact boundary of the CTA is still undefined. Upon completion of the CTA study, the city will consider the findings and will determine where appropriate trails can be located. This information will be incorporated into this plan at that time.

Improved/Enhanced Lakes

The water quality of the four existing lakes should be assessed as a first step. This study does not include a biological or structural assessment of the lakes, and it is recommended that the City of Las Vegas undertake such a study. The lakes are more than scenic landscape features, they serve as habitat for fish, which are being caught and consumed by the public. The lakes also attract migratory birds. Many of the popular picnic areas are located in proximity to the lakes and since picnicking is the facility that park visitors would most like to see at Floyd Lamb Park the quality and condition of the lakes influences the picnic

experience. The vegetation surrounding the edges of the lakes should continue to enhance wildlife, require little maintenance, and remain sustainable.

4.2.2 Cultural Preservation Plan

Another important goal of Floyd Lamb Park is the preservation of cultural resources, particularly in the Park Core area, which contains much of the historic Tule Springs Ranch buildings and facilities. Cultural preservation improvements deal both with the preservation and restoration of the existing historical and archaeological resources. The primary objective of these improvements is to protect historical resources, provide educational programs, and create an entrance and visitors center that will highlight the Park's cultural heritage.

Historic Building Improvements

The majority of the structures within the Park Core Historic Area are found on the National Register for Historic Places. The improvements to the historic buildings are three-fold. First, most buildings require cosmetic improvements such as painting, refinishing the original knotted pine walls, and potentially restoring the interior building furniture and decorations to those typical of the period. Second, several buildings require structural improvements such as reinforcements to floors and new roofs. Third, all structures and walkways leading to them will need to be professionally studied in order to comply with the Americans with Disabilities Act that addresses the issue of public access and use. At a minimum, the City of Las Vegas will need to determine which structures should be improved to enable Park visitors to explore the interior and experience the ranch lifestyle typical of the Tule Springs Ranch. This master plan did not include an extensive structural or historic preservation survey of these buildings. The City will need to complete this at a later date.

Educational Programming

Floyd Lamb Park has a wealth of cultural and natural resources for visitors to experience. As the site of the former Tule Springs Ranch, the historical area of the Park Core is home to 23 historic structures used during the working dude ranch era. As requested in the online survey for Floyd Lamb Park, programs such as guided or self-guided tours of the historical area should be offered by the City. Tours guided by volunteers and park staff would provide additional information to Park visitors. Existing signs could be enhanced and new signs could be added to enrich the historical experience for visitors seeking self-guided tours.

The lakes, as unique natural features of the Park, support vari-



Historical renovation. Vallecito Stage Coach Station, County of San Diego, California. Photo Courtesy of Heritage Architecture

Environmental Education. Students gather around to learn outside of the classroom.





Views from the past. Ranch visitors relax outside of the guesthouse. The historical structures could be refurnished with period pieces so visitors can experience the ranch lifestyle.

Archaeological Museum. An archaeological museum is proposed as part of the Visitors Center at the future Floyd Lamb Park. Photo courtesy of the Anasazi Heritage Museum in Colorado



4 - 4 FINAL DRAFT

ous native and adapted vegetation and wildlife. Fishing classes should continue to be offered. Bird watching is one of the most desired activities at Floyd Lamb Park. Bird watching could be enhanced with more educational signage located at specific habitat sites around the lakes to raise awareness of the types of species that migrate to and from the Park, as well as those species that reside full time within an around the Park.

In general, educational and interpretive signage should be improved by supplementing signs with additional information located at a height easily read by children, adults, and visitors in wheelchairs. Existing signage noting specific vegetation is located at ground level that is easy to maintain, but difficult to read.

A proposed Visitor Center Conceptual Plan, produced in 1996 by the State of Nevada, suggested four possible themes of historic interpretation for the Park Core landscape:

- 1) **Divorce, American Style:** The changing attitudes toward divorce in America, the role of Nevada in the divorce laws, how Nevada's economy was affected.
- 2) **The Rise and Fall of Nevada Divorce Ranches:** The fashionable divorce phenomenon, amenities of the desert "divorce ranch", and high-profile divorces.
- 3) **The History of Tule Springs Ranch:** Trace the history of Tule Springs Ranch from Paiute Indians to working ranch, to divorce ranch to state park.
- 4) **The Ranch Experience:** The experience of living on the ranch while waiting out the brief period of residency required for a Nevada divorce.

In addition to these themes, this master plan also advocates more interpretation of the native desert ecosystem and the habitat that has been created during the past 70 years of human development surrounding Tule Springs.

Visitors Center / Archaeological Museum

Floyd Lamb Park does not currently have a visitor's center or centrally located building for groups to gather to visit the Park. The 1987 Master Plan recommended rehabilitating the historic Hay Barn to serve as a Special Events Center. The 1996 Visitor Center Conceptual Plan recommended using the existing historic Foreman's house as the Visitor Center. Both of these options would be costly to implement due to structural and ADA renovations required to make the buildings usable. Also, both of these buildings are located on the far side of the historic area (in relation to the park entrance) and are not easily visible

upon entering the park.

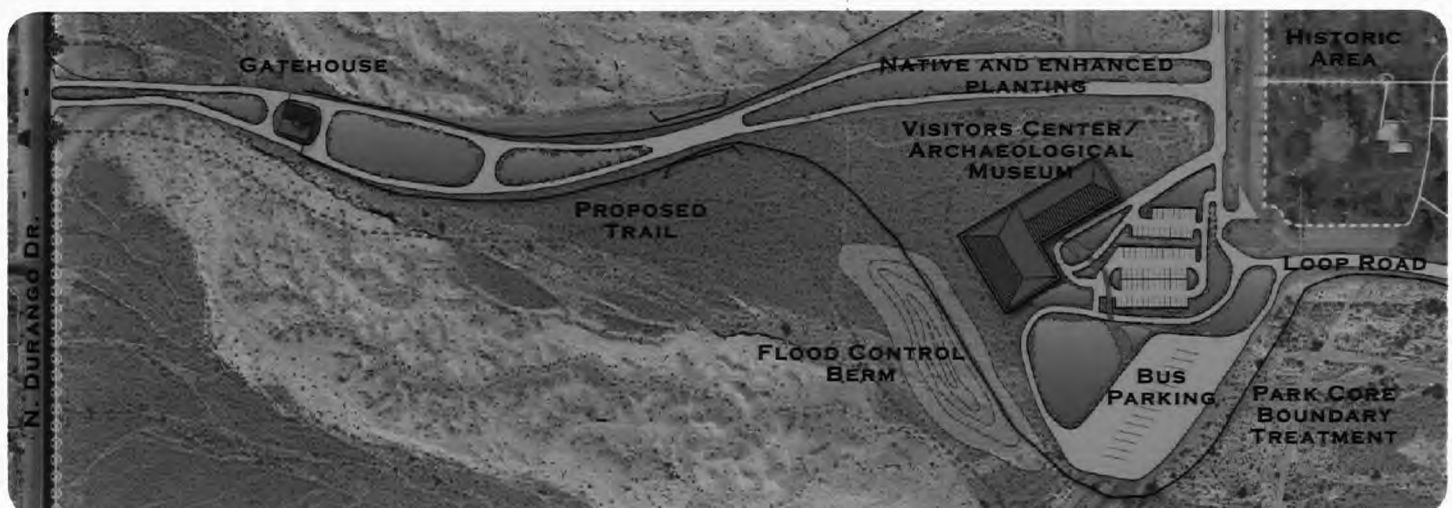
This master plan recommends the construction of a new 5,000 square foot Visitor's Center, prominently located at the intersection of a new main entrance road and the Park loop road. Visitors to the new building would be able to obtain orientation and wayfinding information about the Park, obtain information about the cultural history of the Tule Springs Ranch, and could begin tours of the historic area. The City of Las Vegas should commission an architectural firm to develop a specific design for this proposed visitor's center and its support facilities, such as parking. The visitor's center should be staffed by City employees and/or volunteers who are knowledgeable and passionate about the Park and the historic Tule Springs Ranch.

An Archaeological Museum is proposed as a joint use within the Visitor's Center to showcase the archaeological resources found throughout the Park property and within the R&PP leased lands. Currently, archaeological artifacts are transferred to an out-of-state museum for documentation and preservation. A local museum would provide a venue for displaying these artifacts, thus raising awareness of the archaeological resources within and surrounding the Park. To accommodate groups, a shade structure area is proposed on the east side of the Visitor's Center, providing space for groups to comfortably gather and picnic. Finally, a public art display is recommended in front of the building, viewable from the entrance road.

4.2.3 Recreation Facilities

The majority of the Park's proposed physical improvements include passive recreation. Passive recreation refers to uses that involve limited physical activity (walking, bird watching, picnicking, horseback riding, etc.) Passive recreation emphasizes the open-space aspects of the Park. Recommended "improve-

The Main Entrance. The entrance road provides a scenic approach to Floyd Lamb Park from Durango Drive. The Visitors Center/Archaeological Museum is located at a prominent location at the intersection of the entrance road and the loop road.



Entrance Gatehouse. *The proposed entrance gatehouse is designed in the same architectural style as the historic ranch buildings and closely resembles the iconic water tower structure.*



ments” are described on the following pages in accordance with their location in the Park.

New Park Main Entrance

First, a new main entrance into Floyd Lamb Park is proposed to be located north of the current entrance road, off of North Durango Drive at Iron Mountain Road. This new main entrance offers better visual connection and wayfinding for Park visitors and would include a scenic meandering, divided parkway-style road and iconic gatehouse. The alignment of the new entrance road roughly follows the former entrance road to the historic Tule Springs Ranch. The divided and meandering road helps to control traffic and allows room for ample native vegetation within the median, which will again enhance the approach experience to the Park.

The gatehouse is designed in the same architectural style as the historic Tule Springs Ranch structures. Since the historic water tower is the most iconic structure of the Park Core Area, a miniature replica of the water tower is proposed as part of the guardhouse so that visitors have a visual preview of what is in store for them within the Park. The guardhouse also allows Park staff to control access to the Park Core through the only vehicular access point in the Park Core boundary treatment. The guardhouse should house Park staff at all times the park is open to the public.

Flooding is also an issue affecting the proposed new main entrance as the frequent flooding at the current entrance often causing the road to be impassable during heavy rainstorms. Water currently flows east along Maggie Lane, south down North Durango Drive, and back east along Brent Lane. A large culvert is proposed underneath the new main entrance road, however, further flood studies by an qualified engineer should be conducted to adequately size and position the storm drainage culvert.

The volume and speed of traffic along North Durango is another an issue affecting both vehicular and equestrian visitors to the park. Crossing North Durango on horseback to get into the Park is currently almost impossible. Access across Durango is a desired route of travel to the park from the large estate lots west of the Park. Many current residents in this area of Las Vegas moved here specifically to have access to the trails in the Park. The city of Las Vegas will need to conduct a traffic study that examines equestrian and pedestrian access along the west side of Floyd Lamb Park including the following roads: North

Equestrian crossing of Durango Road *is needed to provide safe access from neighborhoods west of the Park.*



Durango Drive, Maggie Lane, Iron Mountain Road and other roads affecting traffic along North Durango Drive.

Park Core II Improvements

Improvements in the Park Core II area include a loop road, two new lakes, additional picnic and parking areas, potential future group camping areas, and the park core and park perimeter boundary treatments.

Loop Road

This plan recommends the completion of a loop road around the Park Core II area. This proposed road would be a meandering, two-lane road that would improve vehicular circulation by directing traffic around the Park Core. The Loop Road connects to the existing access road that ends at the Grove Group Picnic Area at the north of the Park Core. The proposed new lake, camping, and picnic facilities can be accessed from this new Loop Road.

Lake and Facilities

Two lakes are proposed on either side of the Loop Road just east of the existing Mulberry Lake. These lakes add to the “desert oasis” appeal of Floyd Lamb and provide additional locations for picnicking and fishing and potential future group camping. Since the visitation to the Park continues to increase, these additional facilities will meet the need for additional capacity within the Park.

Group picnic facilities for 650 additional people is recommended with picnic shelters on either side of the existing group picnic area just east of Mulberry Lake as well as at the northwest corner of the North Environmental Enhancement Area. Additional single picnic tables are scattered throughout the vicinity of the two new lakes. The high demand for picnic areas for special events such as weddings, receptions, company picnics, family reunions, and scout troops, validates the additional proposed picnic facilities. Parking is expanded to accommodate additional group and individual picnic areas and is accessible from the loop road.

An area proposed for future group camping is located south of the two lakes. Although specific design of camping facilities is not proposed at this time, Floyd Lamb Park has a unique experience available to overnight visitors. Further study of group camping design should be prepared. A handicap accessible fishing pier is recommended for each lake allowing fishermen of all abilities to enjoy lake fishing.

Park Core Boundary Treatment

CHAPTER FOUR: PREFERRED ALTERNATIVE



Loop Road cross-section. The proposed loop road enables park visitors to drive completely around the Park Core and provides access to additional picnic, fishing, and hiking facilities. Note the proposed Park Core Boundary Treatment at right.



The lakes at Floyd Lamb Park will be expanded to accommodate future use. They need to be studied for structural and habitat sufficiency.



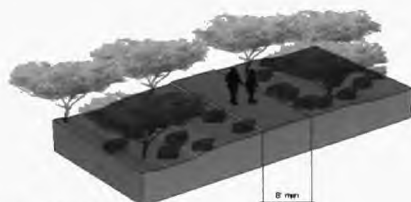
Expanded group picnic facilities will need to be constructed to support increased future use.



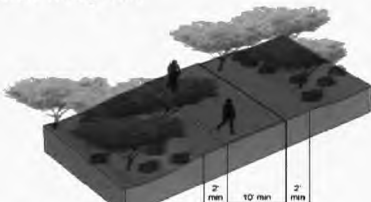
Defining Edges. The proposed Park Core Boundary Treatment (above) includes an impermeable fence, low vegetation and the occasional boulder. The Park Perimeter Boundary Treatment (below) is a more open edge and includes vegetation, berms, and boulders intended to prevent undesired vehicular access. Neighborhood access will be provided at designated locations.



Unpaved Equestrian Trail



Unpaved "Hiking" Trail



Paved Hike / Bike Trail

Equestrian and hiking trails will be added throughout Floyd Lamb Park to increase access and improve circulation.

In order to maintain the quality of the Park Core facilities and protect the safety of visitors, a secure boundary is proposed around the Park Core. This boundary is proposed to be a combination of a durable fence and low-growing vegetation, that is in keeping with the historic Tule Springs Ranch architecture, allowing for views in and out of the Park Core while channeling access through the entry guardhouse. It should be understood that areas outside of the Park Core II boundary, including trails, would be maintained as free access for use by local residents and Park visitors.

Park Perimeter Boundary Treatment

Currently, the boundary of Floyd Lamb Park is not clearly delineated. There is lots of encroachment occurring along with illegal dumping and off-road vehicle use. The Park must have a more defined boundary that allows views into the Park but limits undesirable vehicular access. A system of earthen berms, rocks, trees, and low-growing vegetation is proposed as a perimeter boundary treatment around the entire Floyd Lamb Park property. This boundary serves as a limited physical barrier prohibiting undesirable activities. Signs and openings in the barriers will delineate specific locations for neighborhood equestrian access.

Park Core III: Trails

More than twenty miles of trail are proposed throughout Floyd Lamb Park property and the R&PP lands. These trails will connect to surrounding residential neighborhoods as well as to the planned Northwest Equestrian Park, mountain biking trails, and hiking trails within the Environmental Enhancement Areas. The trail system within the Park boundary also connects to a number of trails proposed in the City of Las Vegas Master Plan Recreation Trails Element (revised 2005) and the Northwest Open Space Plan.

Hiking Trails

Hiking trails are a highly desired facility for Floyd Lamb Park. More than ten miles of pedestrian trails are recommended in this plan to provide for safe and efficient access throughout Floyd Lamb Park. This network of trails includes sidewalks within the Historic Area, trails through the canyons in the northwest area of the Park and local access trails to and from adjacent residential neighborhoods. The majority of the pedestrian trails will be 6' wide compacted gravel or asphalt surface. Some of the existing concrete sidewalks within the Historic Area may need to be improved to meet ADA requirements.

Equestrian Trails

More than six miles of equestrian trails are proposed along the perimeter of the Park. Interior trail routes within the R&PP lands would be in addition to this total mileage, and will be field located after sensitive existing resources are protected. These 10' wide decomposed granite trails connect to the cross-country equestrian trail system at the planned Northwest Equestrian Park. Residents can access the Park on horseback at various locations without passing through the Park guardhouse and paying an entrance fee (in other words, trail use outside the Park core boundary is free of charge). However, if a Park visitor needs to trailer their horse into the Park, they must enter through the guardhouse, pay an entry fee and park in the designated horse trailer parking area. An equestrian comfort station is proposed at the northwest corner of the park boundary along the future Moccasin Road alignment. This comfort station will provide water, a shade structure, and informative signage for the equestrian trails. The existing comfort station that was built by equestrian volunteers will remain in its current location and improved as necessary to meet the needs of equestrians.

Recreational Bike Trails

A recreational, off-road bike park is proposed in the northwest corner of the Park with a separate parking lot and shaded areas for visitors. The bike park trail system traverses a series of large mounds that would be constructed of on-site fill that is leftover from the construction of the Environmental Enhancement Areas. Visitors must pass through the main entrance and pay an entry fee to access the bike park.

Future Las Vegas Community Park

A new city park is proposed to be located at the corner of Iron Mountain, Horse and Rainbow on property that is currently included within the R&PP leased lands and is outside the formal boundary of Floyd Lamb Park. This is one of the more controversial aspects of this master plan due to objections from residents of neighboring subdivisions who feel that the a park could devalue their land and will create more congestion on local roads. A new park is one of the highest need facilities for Northwest Las Vegas and the City has been looking for the right kind of land to support such a facility. The city has decided to defer the composition and design of the park to a later time, but reserves the location as the preferred site for a future city park.

Future use and design of this park will include participation of adjoining, adjacent, and contiguous property owners and homeowners. The existing RNP (Rural Neighborhood Preser-



Nice day for a ride. New off-road bicycle trails will be added to Floyd Lamb Park to respond to an increasing interest and need for this activity.



Northwest Las Vegas needs more active recreation sports fields. It is becoming more difficult to find suitable locations for these fields. The Park master plan includes a site for a new Las Vegas park.



Environmental Enhancement Areas are designed both to detain stormwater during heavy rainstorm events, and support recreational activities, including trails.

Environmental Enhancement Areas will provide recreational amenities as well as provide much needed flood control for the Northwest Las Vegas valley.



vation) neighborhoods east of the Future Community Park will be maintained by providing sufficient buffer zones separating the RNP neighborhood areas from the Future Community Park, and by designing park entrance roads that direct traffic flow away from those RNP areas.

The volume and speed of traffic along Horse Drive, North Torrey Pines, and Iron Mountain Road is another issue affecting both the vehicular and equestrian visitors to this Future Community Park. Crossing Horse Drive, North Torrey Pines, and Iron Mountain Road on horseback to get into the proposed Future Community Park and Floyd Lamb Park equestrian trail systems could present a serious future problem. Access across North Torrey Pines and Horse Drive is a desired route of vehicular travel to the Future Community Park from large estate lots east of the Future Community Park. Many current residents of this area of Las Vegas moved there specifically to have access to the trails in the Floyd Lamb Park and the adjoining open space land. The city of Las Vegas will conduct a traffic study that examines equestrian and pedestrian access along the West, East and South side of the Future Community Park during the design phase.

Environmental Enhancement Areas (EEAs)

The environmental enhancement areas offer recreational amenities, provide educational opportunities, utilize native and adaptive vegetation, and serve as regional stormwater detention basins. The EEA designs shown in this master plan are preliminary and the City of Las Vegas and the Clark County Flood Control District (CCFCD) are currently working with consultants to design these flood control basins so that they serve as recreational amenities for the public. The City of Las Vegas is coordinating the design effort and will continue to work with CCFCD and the consultants to finalize the design after the Floyd Lamb Park master planning process concludes.

First and foremost the EEAs are natural and recreational amenities for the Park. They provide recreational trails, multiple picnic areas, benches, shade structures, wildlife habitat, educational signage, and a Memorial Garden (proposed just outside of the South EEA). Educational signage is recommended throughout the EEAs to describe native and adaptive vegetation, wildlife, and to describe how the EEAs function as flood control devices. One of the goals of educational signage is to raise awareness of the park visitor's surroundings and hopefully encourage environmental stewardship.

The EEA's provide opportunities for enhancing both native and adaptive vegetation within Floyd Lamb Park that in turn can contribute to wildlife habitat. Installing conservation plant material from the nearby Division of Forestry Nursery and including information about the sources of plant material in the educational signage would be one more way of raising awareness of the park visitor's surroundings.

Finally, the EEA's serve as important flood control devices for Northwest Las Vegas. Due to increased residential development, Floyd Lamb Park suffers flood damage during heavy rainstorm events. Simply put, the proposed EEA's will detain storm water overflow that is no longer able to percolate into the existing soil naturally. This overflow water can help irrigate newly planted vegetation and in turn help provide additional wildlife habitat. The actual engineered structures can also include provisions for replacing burrowing owl habitat disturbed during construction.

Brent (South) Environmental Enhancement Area

The South EEA covers the largest land area impacting approximately 100 acres within the park boundary. As a result it also offers the greatest amount of recreational amenities, including trails, picnic areas, benches, and shade structures located outside of the 10-year floodplain for safety. A Memorial Tree Garden is proposed in the northwest corner of the South EEA. This garden should be located outside of any potential floodwaters, and is designed to include plaques to commemorate family and loved ones. Access to the South EEA is provided at various neighborhood access points (see Overall Map) and is not restricted by the Park Core Perimeter Boundary.

Tule (North) Environmental Enhancement Area

The North EEA impacts approximately 50 acres within the park boundary and provides pedestrian and equestrian trails running east-west. This EEA is only accessible from one potential neighborhood access point along the north edge of the Silverstone Ranch Golf Course Community.

Critical Municipal Infrastructure

The Nevada Power Company proposes a substation located at the northwest corner of North Rainbow Boulevard and Iron Mountain Road. A transmission line is also proposed running along North Rainbow Boulevard from the future Moccasin Road south to Iron Mountain Road. Nevada Power also plans to provide a transmission line from Moccasin Road to the proposed substation, however, Nevada Power and the Bureau of Land Management are still negotiating the exact location.



Burrowing Owl habitat will be restored and enhanced during the construction of the Environmental Enhancement Areas.

4.3 Removed/Relocated Existing Facilities

Shooting Range

This plan recommends that the existing shooting range in Floyd Lamb Park be removed from its current location, at the conclusion of its current lease at the end of 2008, and relocated to the future Clark County Shooting Park that is north and east of Floyd Lamb Park. The new county shooting park will be located just north of the Moccasin Road and will provide a wide variety of shooting sport activities and law enforcement training (for more information see http://www.co.clark.nv.us/parks/Shooting_Park.htm).

When the existing shooting park is closed down, the City will need to take appropriate action to remove lead from the soil and clean up the site so that it does not become an environmental hazard to the Park. The first step in cleanup will be to hire a consultant to perform a site investigation and develop an environmental remediation plan. Depending on the findings of that plan, contaminants may be either contained on-site or disposed off-site. The site of the existing shooting range would be scheduled to be the future location of the off-road bike park.

Equestrian Concession Facilities

This plan recommends that the existing equestrian concessions and facilities eventually be relocated to the planned Northwest Equestrian Park at a time when the new equine park is ready to receive these operations. The new equestrian park will be a world class facility much better equipped to provide state-of-the-art facilities for equestrians. The new equine park will accommodate equestrian needs and have a specific management strategy separate from that of Floyd Lamb Park.

In the interim, the current equine concessionaire has begun working with the City of Las Vegas Leisure Services to upgrade the equine facilities within Floyd Lamb Park. The City remains open to keeping an equestrian concession within Floyd Lamb Park.

Final Draft

Floyd Lamb Park is unlike any other park resource currently within the real estate portfolio of the City of Las Vegas. As such it can and should be managed and operated in a manner that is different from the City's other park and recreation resources.

5.1 Overview

In the adopted 2005 City of Las Vegas Northwest Open Space Plan, Floyd Lamb Park was considered to be one of the cornerstones of a proposed 2,400-acre regional park, defined in the Open Space Plan as the "Northwest Las Vegas Cultural Park." The other cornerstone property for this proposed Cultural Park is the proposed Northwest Las Vegas Equestrian Park, for which a master plan was completed and adopted in June 2006. Both the Floyd Lamb Park and the Equestrian Park offer the City of Las Vegas with a unique opportunity to enter into the realm of parks that charge a gate fee. Other western communities own and operate gate fee based parks, San Diego operates the famous Balboa Park, Los Angeles operates the famed Griffith Park, San Francisco operates Golden Gate Park, and Scottsdale operates the WestWorld park facility.

Operating and managing a gate fee based park will require a unique and different approach for the City of Las Vegas. For Floyd Lamb Park, it is anticipated that the park will contain full-time staff, similar to the City's Neighborhood Centers. The Park will also offer unique landscapes and recreational amenities, including fishing, picnicking and access to an archaeological museum.

This chapter defines the recommended strategies associated with improving Floyd Lamb Park.

5.2 Recommendations and Priorities

The following chart defines the key strategies, actions and priorities for implementing the recommendations of this Master Plan. A complete description of each activity follows the chart.



<u>Activity</u>	<u>Actions Required</u>	<u>Priority</u>
Staff Floyd Lamb Park	City implements staffing plan in order to assume operations of the Park	Phase One
Assume Park Operations	City implements equipment and funding program to assume full operations and management of the Park	Phase One
Implement Conservation of Natural and Cultural Resources	City coordinates with State and Federal agencies to implement resource conservation strategies for Park	Phase One
Resolve CTA issues with BLM and State of Nevada	City to attend meetings and coordinate Park development with CTA goals	Phase One
Conduct structural and habitat investigations of Park lakes	City to employ water resource engineer to conduct assessment of Park lakes	Phase One
Historic buildings survey and management plan	City to employ architecture/engineering firm to conduct survey and plan	Phase One
Relocate Shooting Range	Work with Las Vegas Gun Club on a move to Clark County Shooting Park	Phase One
Prepare Restoration Plan	City to employ consultant to prepare a clean up and remediation plan for shooting range	Phase One
Complete Durango Road Traffic Study	City to complete traffic engineering study concerning safe crossing of Durango Road to the Park	Phase One
Pre-Planning for Environmental Enhancement Areas	City to work with Clark County Flood Control District to complete planning for North and South EEA	Phase One
Pre-Planning for Entrance Road, Loop Road and Parking	City to employ landscape architect and engineer to conduct pre-planning for new park entrance road, park loop road and additional parking	Phase One
Pre-Planning for Visitors Center and Archaeological Museum	City to employ architect team to complete pre-planning for new visitors center and archaeological museum	Phase Two

Signage and Wayfinding	City to employ graphic arts team to prepare signage and wayfinding plan for Park.	Phase Two
Park Perimeter System	City to employ landscape architect to complete pre-planning for Park perimeter fence, landscape treatment	Phase Two
Construct Environmental Enhancement Areas	City to construct North and South Environmental Enhancement Areas per approved designs	Phase Two
Construct Memorial Garden	City to construct new Memorial Garden that is north of the South EEA	Phase Two
Remediate former Shooting Range	City to remediate the Park shooting range after relocation of activity to Clark County Shooting Park	Phase Two
Restore/Rehab Historic Buildings	Per architect recommendations, City to restore historic Park structures and buildings	Phase Two
Clean and restore Park lakes	Per engineers recommendations, City to restore and clean existing lake system	Phase Two
Improve crossing of Durango Road	Per traffic study, make improvements to Durango Road to facilitate better/safer crossing	Phase Two
Construct New Park Entrance Road and Gathouse	Per approved design, City to install new Park entrance road and new gatehouse	Phase Two
Construct Park Loop Road	Per approved design, City to construct new Park loop road	Phase Two
Pre-Planning New Las Vegas Community Park	City will work with local residents to plan for the development of a new community park on R&PP lands	Phase Three
Pre-Planning Off-Road Bike Park	City to employ landscape architect to layout design for new off-road bike park on site of former shooting range	Phase Three

Pre-Planning Park Trails Network	City to employ landscape architect to layout network of trails that will serve hikers, bikers and equestrians	Phase Three
Construct New Visitors Center/Archaeological Museum	City to build new Park visitors center and archaeological museum per approved design	Phase Three
Construct New Lakes	City to build two new lakes that are south and east of Mulberry Lake	Phase Three
Construct New Park Trails Network	Per approved design, City to construct network of hike, bike and equestrian trails throughout the Park	Phase Three
Construct Off-Road Bike Park	Per approved design, City to construct new off-road bike park	Phase Three
Install Park Signage	Per approved signage and wayfinding design, City to install signage throughout Park	Phase Three
Install Additional Picnic Facilities	City to install new picnic pavillions around newly constructed lakes	Phase Three
Construct New Las Vegas Community Park	Per agreed upon and approved design, City to build new Las Vegas community park	Phase Three

5.3 Activity Description

The ownership, management, conservation and future facility development of Floyd Lamb Park should adhere to the following approach.

5.3.1. Phase One: Transfer and City Operated Park

In phase one of master plan implementation, the primary emphasis for the City will be to successfully complete the transfer of Floyd Lamb Park from the State of Nevada. In order to complete the transfer, the City will have to be prepared to operate and manage the Park, under its current conditions. This will require a capital outlay to purchase equipment and to staff the Park (please see section 5.3 for a more thorough description). Additionally, the City will also need to undertake further planning and design work and prepare for physical improvements in phase two.

The following text describes the activity that should be undertaken.

Phase One Activities

The City will first need to staff the Park and continue to provide the same services that the State of Nevada was providing, including interpretation of natural and cultural elements of the Park.

Staffing the Park

Park staff will need to be on hand to administer current programs within the Park. These include interpretation of the historic Tule Springs Ranch, equestrian rentals, fishing and picnic activities. A more complete listing of staff needed is provided in section 5.3 of this chapter.

Assume full Operations and Management of Park

In order to assume full ownership and operation of the Park, the City will need to acquire equipment and make some nominal improvements to offices and infrastructure. A detailed listing of these costs is described in section 5.3 of this chapter.

Implement Conservation of Natural and Cultural Resources

The City will need to continue to work with the State of Nevada and the Bureau of Land Management, separate from its work on the Conservation Transfer Area plan, to implement conservation and preservation programs that are related to natural and cultural resources found within the Park. These costs are provided to cover materials, staff time, consultant

fees, travel expenses and other costs that are associated with conservation and preservation programs.

Phase One Planning and Assessment

The City of Las Vegas will need to continue additional planning and assessment work in order to better understand the current conditions of key natural resources and structures within the Park.

Resolve CTA with BLM and State of Nevada

The City will need to continue its work with the Bureau of Land Management and State of Nevada to resolve issues associated with the Upper Las Vegas Wash Conservation Transfer Area. Part of the CTA engulfs much of the R&PP leased lands that are east of the Floyd Lamb Park boundary. The City will need to attend meetings, coordinate its efforts of Park operation and management with BLM and refine the development program with BLM to ensure that it is in compliance with the EIS for the CTA.

Conduct Structural and Habitat Investigations of Lake System

The City should employ a water resources engineering firm to conduct a complete assessment of the structural integrity of the Park lakes system. As part of the assessment, efforts should be made to determine the depth of each lake, the amount of water each lake requires to remain at normal capacity, the amount of water that is pumped from underground wells to fill the lake system and the prospects for adding two new lakes as proposed by this master plan. The City should also examine habitat and water quality issues within all lakes and determine methods for improving both resource issues.

Complete Historic Buildings Survey and Management Plan

The City should employ an architectural and engineering firm with experience in historic preservation to conduct a thorough survey of the existing buildings within the Park. The survey should provide a detailed inventory of all structures and should describe a program of preservation and restoration for each structure, along with associated costs. The survey also should address ADA compliance issues for all structures.

Complete Restoration Plan for Park Shooting Range

The City should anticipate the closing and relocation of the existing skeet and trap shooting range and prepare an assessment of what will be necessary to remediate this site. The City should employ a consultant that has experience with lead remediation and prepare a plan that can be used to clean up the site and prepare it for future use as a off-road bicycle park.

Complete Traffic Study for Durango Road

The City should complete a traffic engineering study along Durango Road to determine the best method to facilitate safe pedestrian and equestrian crossing of the roadway. Residents in neighborhoods west of the Park need safe and convenient alternatives for crossing the road.

Phase One Pre-Planning

During the first phase of Park implementation, the City will need to continue pre-planning work on two important capital projects. The first is the design of the north and south environmental enhancement areas. The second is to complete design work for a new Park entrance road and proposed Park loop road.

Complete Pre-Planning of Environmental Enhancement Areas

The design of the north and south environmental enhancement areas is already underway. Louis Berger Group is the lead consulting engineer for the project. The City of Las Vegas and the Clark County Flood Control District are the clients for the completion of the project.

Pre-Planning New Park Entrance Road, Loop Road and Additional Parking

The City should commission a landscape architectural/engineering consultant to complete pre-planning of the new park entrance road, park loop road and associated additional public parking spaces. The entrance road should be designed as a divided parkway with a median in the center. Attention should be given to the intersection of the entrance road with Durango Road to ensure adequate space and sight distance for incoming and exiting traffic. The loop road should be designed in the style of the existing park road system, and provide circular flow around the Park.

5.3.2. Phase Two: Physical Improvements

The second phase of implementation is scheduled for a three-year period and is intended to be a concerted effort to make needed physical improvements to the Park. The amount of capital outlay in this phase of Park development will require the City to partner with different agencies and seek funding assistance. One of the primary sources of funding for capital improvements is envisioned to be the SNPLMA program.

Phase Two Activities

During the second phase of Park stewardship and development, the City will need to continue to staff the Park

and offer programs for visitors. This plan does not make recommendations for expanding programs in this phase, however the City may choose to expand current programs and/or offer new programs as appropriate.

Staffing the Park

The City will continue to provide a full complement of staff, as described in section 5.3 of this chapter.

Continue Park Operations

The City should continue to budget for annual Park operations to cover routine expenses associated with such operations.

Implement Conservation of Natural and Cultural Resources

The City will continue to work with the State of Nevada and the Bureau of Land Management to implement conservation and preservation programs that are related to natural and cultural resources found within the Park. A defined budget should cover materials, staff time, consultant fees, travel expenses and other costs that are associated with conservation and preservation programs.

Phase Two Pre-Planning

Pre-planning services in phase two will focus on three important capital projects. The first is the pre-planning of the visitor's center and archaeological museum. The second is to complete a signage and wayfinding system (and branding) for the Park. The third is to complete pre-planning work for the Park boundary.

Commission Architect to Pre-Plan Visitors Center/ Archaeological Museum

The City should commission an architectural, engineering and landscape architectural team to complete pre-planning for the Park visitor's center, archaeological museum. The team of consultants should demonstrate prior experience with similar facilities. They should be encouraged to design a building that is in keeping with the historic and natural features of the Park.

Prepare Signage and Wayfinding System for Park

The City should commission a graphic arts, architectural and landscape architectural team to prepare a signage and wayfinding system for the Park. The purpose of this system is to brand the identity of the Park for promotion, to provide information to visitors on the location and direction to activity nodes and to provide site descriptions of key landscapes, and historic structures throughout the Park.

Park Boundary Treatment and Neighborhood Access Areas

The City should commission a landscape architectural firm to complete pre-planning for a perimeter boundary treatment and formal neighborhood access areas. The perimeter boundary treatment should include a combination of upright fencing and landscaped berms. The boundary treatment should be designed to reflect the indigenous landscapes of the Park. Neighborhood access areas should provide a formal portal into the Park, with the goal of controlling access and limiting impact to the Park's natural and cultural resources.

Phase Two Construction

Beginning in phase two of Park stewardship and development, the City will begin the process of making physical improvements to Floyd Lamb Park. The following list of construction activities is not ordered in terms of importance. The City will have to prioritize each project based on need, opportunity and funding.

Construct Detention Basins within Environmental Enhancement Areas

The north and south environmental enhancement areas should be ready for construction in this phase of Park development. The amount budgeted has already been addressed by both the City of Las Vegas and Clark County Flood Control District.

Construct Landscape Treatments and Amenities for Environmental Enhancement Areas

Both the City and Clark County Flood Control District have committed financial resources necessary to include significant landscape treatments and amenities within each of the environmental enhancement areas so that the flood detention aspects of the project don't overwhelm the character and appeal of the projects.

Construct Memorial Garden

The City Department of Leisure Services wants to establish a new Memorial Garden within Floyd Lamb Park. The garden will be located at the northwest end of the south environmental enhancement area. Also, the City should consider evaluating the vegetation interpretive signs throughout the park and updating both the plants and signs as necessary.

Close Shooting Range and Perform Remediation

Based on the planning and assessment work completed in phase one, the City will be prepared to close the Park skeet and trap shooting range, relocate these operations to the new Clark County Shooting Park and begin remediation of the former

shooting range. It is unclear exactly how much this will cost to complete. Further definition of costs will be defined from phase one work. The City should be able to receive substantial funding for clean up through the State of Nevada and federal EPA programs. It will require the application for grants.

Complete Historic Preservation and Restoration of Park Buildings

Based on findings of the assessment work completed in phase one, the City will embark on restoration, repair and clean up of historic structures throughout the Park. It is unclear exactly how much this will cost the City, and these costs will not be known until the historic survey work has been completed. The City should be able to obtain partner funding from the State of Nevada and through the SNPLMA program to complete restoration improvements.

Complete Cleanup of Existing Lakes

Based on the assessment report completed in phase one, the City will undertake a program of remediation, clean up and repair to the existing lakes within the Park. The City should be eligible to have portions of this work funded through the State of Nevada and the EPA 319 program. Again, specific costs are not clearly known at this point in time.

Study Crossing of Durango Road

Based on the traffic study completed in phase one, a specific program of improvements should be defined and constructed by the City to facilitate a safe and convenience crossing of Durango Road.

Construct New Park Entrance Road and Gatehouse

The design of the new park entrance road and gatehouse should be completed during the first part of this phase; meaning that construction should proceed immediately on the project during this phase. Care should be taken to address flood and drainage concerns.

Construct Park Loop Road

The City may elect to divide out the construction of the Park loop road from the entrance road and gatehouse. This provides two projects, almost of equal funding, that could be constructed in separate years, with separate funding streams. The Park loop road is a very important element of vehicular circulation and the visitation experience. The City may elect to build the loop road first, followed by the entrance road, or vice-versa.

5.3.3. Phase Three: Physical Improvements

The third and final phase of improvements associated with this master plan will address the design and construction of park elements that improve and diversify the visitation experience and create new destination landscapes to serve the needs of city residents.

Phase Three Activities

During the third phase of Park stewardship and development, the City will be continuing some of the traditional education, interpretive and management activities. The City will also need to take on new responsibilities associated with a visitors center and archaeological museum.

Staffing the Park

The City will continue to provide a full complement of staff, as described in section 5.3 of this chapter. The City may choose to staff the new visitors center, or may choose to contract this service to a private firm.

Continue Park Operations

The City should continue to budget for annual Park operations to cover routine expenses associated with such operations.

Implement Conservation of Natural and Cultural Resources

The City will continue to work with the State of Nevada and the Bureau of Land Management to implement conservation and preservation programs that are related to natural and cultural resources found within the Park. These costs are provided to cover materials, staff time, consultant fees, travel expenses and other costs that are associated with conservation and preservation programs. These services could be rolled into the archaeological museum, depending on how the museum is established.

Phase Three Pre-Planning

Pre-planning services in phase three will focus on three new capital projects. The first is the design of a new park at the corner of Iron Mountain, Rainbow, Horse and North Torrey Pines. The second is the design of a new off-road bike park. The third is to complete design for an expanded trails network throughout the Park.

Pre-Planning New Las Vegas Park

The City will work with adjoining, adjacent, and contiguous property owners and homeowners regarding the future use, design and development of a new community Park on R&PP

lands, and the preservation of RNP neighborhood areas east of the park. to prepare a master plan for a new City park. The City should commission a landscape architect to prepare a concept for a future community park. The new park located at the corner of Iron Mountain, Rainbow, Horse and North Torrey Pines was discussed during the master planning phase. It was decided that the specific make up of this proposed park would be determined during the third phase of Floyd Lamb Park development. The budget for this work should cover the costs of a public, participatory planning and design process that will determine the composition and specific facilities for this proposed park.

Pre-Planning Off-Road Bike Park

The City should commission a landscape architectural firm to prepare design and construction documents for a new off-road bike park, to be located on the site of the former trap and skeet shooting range. The park should be designed so that it provides its own parking, restrooms, shade, drinking fountains and other required amenities.

Pre-Planning Park Trails Network

The City should commission a landscape architectural firm to prepare detailed design and construction specifications for an expanded hiking, biking and equestrian trails network throughout the Park.

Phase Three Construction

During the Park's third phase of development, the City will continue the process of making physical improvements to Floyd Lamb Park. The following list of construction activities is not ordered in terms of importance. The City will have to prioritize each project based on need, opportunity and funding.

Construct New Visitors Center and Archaeological Museum

Based on the architectural drawings for the visitors center and archaeological museum defined in phase two, the City should raise funds and construct this key element of the Park. This is one of the most expensive elements of the Park, and the City should seek private donations to underwrite construction.

Construct Two New Lakes

Based on the engineering work that was completed in phase one, the City should build two new lakes to accommodate the projected increase in visitation, and interest in fishing picnicking. The new lakes would be in sequence, in terms of flow, with the existing lakes. The size of each lake should be based on available water supply, flow characteristics, function

and structural integrity.

Construct Park Trails Network

An extensive network of trails will have been laid out in this phase of Park development. The City should prioritize the pedestrian, equestrian and biking trails and work to build them so that they enhance circulation and offer the greatest amount of function to the Park landscape.

Construct Off-Road Bike Park

An off-road bike park will be constructed on the site of the former trap and skeet shooting range. The design for this park will have been completed in this phase of Park development. Based on the design completed, the City should seek to raise funding from private sector sources and build the bike park.

Install Park Signage and Wayfinding System

Based on the design work completed in phase two, the City should commission a contract to have all signage upgraded throughout the Park.

Install Additional Picnic Facilities

With the new lakes, loop road and additional parking in place, the City will want and need to expand the group picnic facilities at the Park. The City may elect to complete all of these facilities or some, as need demands.

Construct New Las Vegas Park

The city will work with Northwest residents to plan and design a Park that serves the interest of the community and minimizes the impact on the surrounding neighborhoods, in addition to preserving the RNP area east of the park. The budget will totally depend on the design program for the Park.

5.4 Park Operations and Management

As defined in the introduction of this chapter, Floyd Lamb Park will be a unique resource within the City of Las Vegas. The City of Las Vegas has completed an evaluation of the operations and management needs for the Park and is prepared to implement this program of action.



FLOYD LAMB PARK - CITY OF LAS VEGAS

A AERIAL VIEW A

Looking south, an aerial view of the Park Core Area illustrates the “oasis” like appeal of the lakes and vegetation contrasted with the sparse surrounding BLM lands and encroaching development. (Photo courtesy of the City of Las Vegas).



B AERIAL VIEW B

An aerial view of the northern half of Mulberry Lake gives a sense of the proximity of Mulberry Lake to Group Picnic Area #5. This picnic area can accommodate up to 500 visitors and is easy to control since it is separate from the other park facilities and has its own parking lot. (Photo courtesy of the City of Las Vegas).

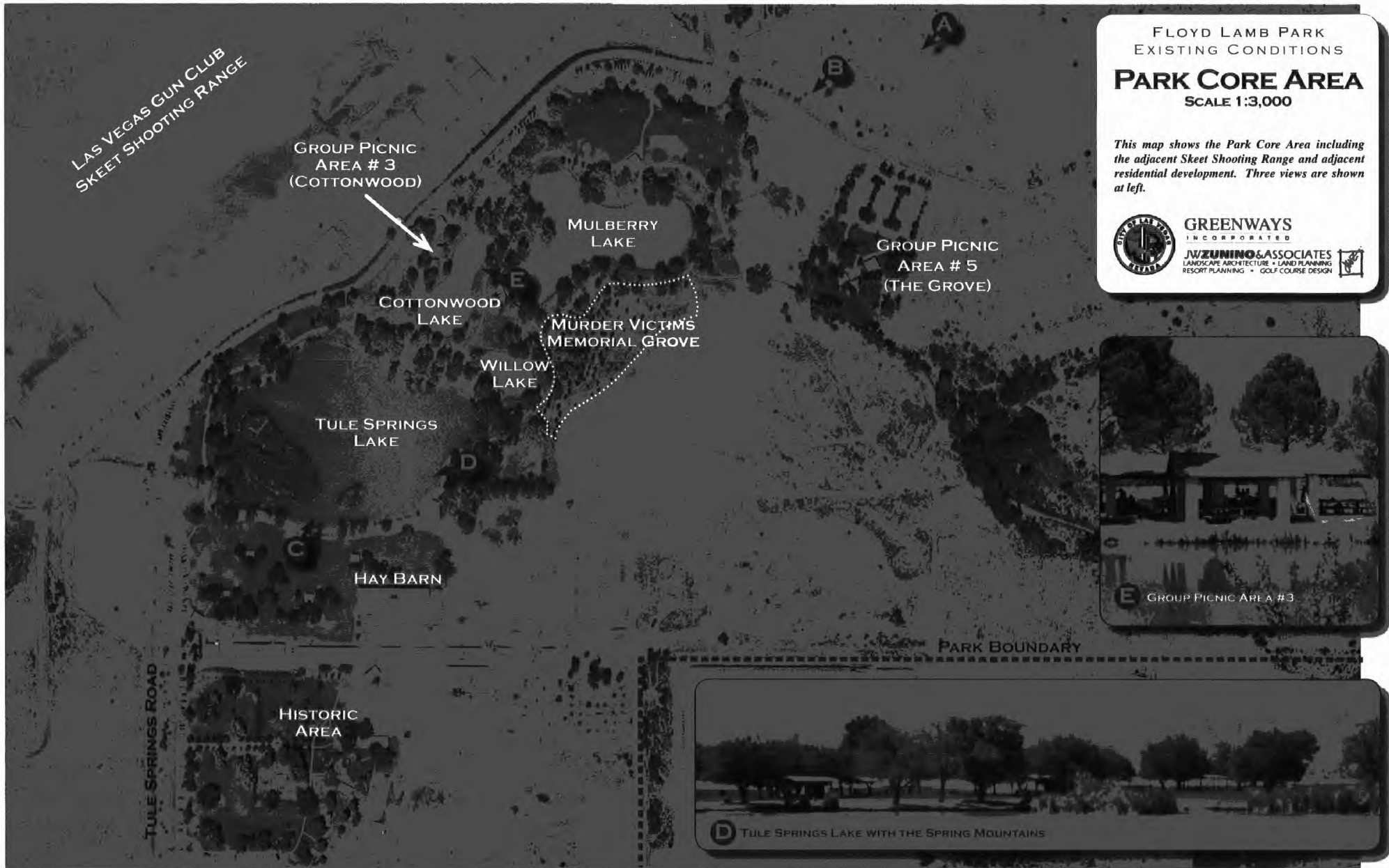


C TULE SPRINGS LAKE

The Spring Mountains rise in the distance across Tule Springs Lake which is a popular place for fishing, watching wildlife, and walking.



EXISTING CONDITIONS



FLOYD LAMB PARK
EXISTING CONDITIONS

PARK CORE AREA

SCALE 1:3,000

This map shows the Park Core Area including the adjacent Skeet Shooting Range and adjacent residential development. Three views are shown at left.



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E GROUP PICNIC AREA #3



D TULE SPRINGS LAKE WITH THE SPRING MOUNTAINS

FLOYD LAMB PARK - CITY OF LAS VEGAS

16 FOREMAN'S HOUSE

Public fishing clinics and other activities are often held in the Foreman's House. Plans for renovating it into a Visitor's Center were conceptualized in 1997 but never implemented.



25 WATER TOWER

The Water Tower is the most prominent structure of the Park. Due to its height, it could be a great opportunity for an observation tower however, much renovation is needed to make the structure safe for public use.



32 HAY BARN

The Hay Barn is another prominent structure in the Park. It is centrally located between the Historic Area and the lakes. It holds opportunities for a Visitor's Center or large gathering space however, like the Water Tower, it needs structural and architectural study to insure it will meet current codes for public safety.



*** NON-HISTORIC GAZEBO**

This non-historic gazebo is surrounded by a painted concrete wall. It was intended as a gathering space to start tours of the Park. Beneath the gazebo are interpretive signs discussing the former use of the Park as a working ranch and divorce ranch.



EXISTING CONDITIONS

FLOYD LAMB PARK
EXISTING CONDITIONS
**PARK CORE
HISTORIC AREA**

SCALE 1:1,200

This map shows existing structures in the Historic Area of the Park Core as labeled by the State of Nevada Historic Preservation Office.

- 1 CARETAKER'S HOUSE
- 2 MACHINE BUILDING - FIREHOUSE
- 3 OFFICE AND STABLES
- 4-6 STABLES
- 7-10 SHEDS
- 11 ADOBE HUT
- 12 TENNIS COURT
- 13 FOREMAN'S HOUSE
- 14 GUEST HOUSE
- 15 PUMP HOUSE
- 16 DUPLEX
- 17 GAZEBO
- 18 ROOT CELLAR
- 19 SWIMMING POOL
- 20 BATH HOUSE
- 21 GENERATOR BUILDING
- 22 WATER TOWER
- 23 SPRING HOUSE AND WELL
- 24 POWER HOUSE
- 25 SKEET BUILDING
- 26 RESTROOMS
- 27 HAY BARN
- 28-31 PICNIC SHELTERS
- 32 NON-HISTORIC GAZEBO
(not included in state Historic Registry)

Note: Structures 9 (shed), 11 (mobile home), 15 (concessions building), and 31 (mobile home) are no longer on the site.



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These buildings offer shade for chickens and storage for hay and other materials for ranch operation and the horse facilities.

Building #1, the Caretaker's House, houses the Park Office. Buildings #2, #3, and #32 (Hay Barn) provide storage for maintenance equipment.

Two horse facilities are located in this area offering horse back riding lessons, hour-long horse back rides, and parties. Opportunities to connect to the planned Equestrian Park should be considered.

Two suspension bridge supports (see photo at right) are all that remain of the bridge which crossed over the fishing pond located between the Guest House and the Duplex.

This former site of the swimming pool, adjacent to the bathhouse, is filled in. It has potential as shallow basin water feature along with the former fishing pond, which were added later for paying ranch guests.



FLOYD LAMB PARK - CITY OF LAS VEGAS

EXISTING CONDITIONS

FUTURE CLARK COUNTY SHOOTING PARK

PRIVATE
INHOLDING

CROSS COUNTRY EQUESTRIAN TRAILS

LOG CABIN WAY

DIVISION OF FORESTRY NURSERY

RECREATIONAL
OFF-ROAD
BIKE PARK

PARK
CORE

NORTH ENVIRONMENTAL ENHANCEMENT AREA

NEVADA
POWER
SUBSTATION

NEW PARK
ENTRANCE

**HISTORIC
AREA**

VISITORS CENTER/
ARCHAEOLOGICAL
MUSEUM

MEMORIAL
GARDEN

SOUTH
ENVIRONMENTAL
ENHANCEMENT AREA

**SILVERSTONE RANCH
GOLF COURSE
COMMUNITY**

**FUTURE COMMUNITY
PARK**

IRON MOUNTAIN RD

JONES BLVD

HORSE DR

RACEL ST

NEW TABBEE PINES DR

PREFERRED ALTERNATIVE

LAND OWNED BY STATE OF NEVADA

CONSERVATION TRANSFER
AGREEMENT AREA (CTA)

**EQUINE PA
BON INDUSTRY**

EXISTING SIDEWALK

EXISTING MULTUSE TRAILS

PROPOSED SIDEWALKS

PROPOSED MULTUSE TRAILS

EXISTING CITY EQUESTRIAN TRAILS

POTENTIAL CITY EQUESTRIAN TRAILS (INCLUDES
APPROVED AND PROPOSED TRAILS)

POTENTIAL CITY MULTI-USE TRAILS (INCLUDES
APPROVED AND PROPOSED TRAILS)

POTENTIAL CITY MULTUSE NON-EQUESTRIAN TRAILS

EQUESTRIAN COMFORT STATION

NON-TV GROUP CAMPING

PROPOSED GROUP PICNIC AREA

PROPOSED ACCESS POINTS
(FOR NEIGHBORHOOD PEDESTRIAN
AND EQUESTRIAN ACCESS)

(ENVIRONMENTAL ENHANCEMENT AREAS
CONCEPTUAL RIM (TOP OF BASIN))

PREPARED FOR THE CITY OF LAS VEGAS, NEVADA



PHASE 1 PRE-DEVELOPMENT STUDIES AND ASSESSMENTS

IDENTIFY AND SECURE FUNDING FROM FEDERAL, STATE AND LOCAL SOURCES

PHASE 2

NEW PARK ENTRANCE
LOOP ROAD
MEMORIAL GARDEN
EQUESTRIAN TRAILS
PARK PERIMETER BOUNDARY TREATMENT
NEIGHBORHOOD ACCESS POINTS
ENVIRONMENTAL ENHANCEMENT AREAS

PHASE 3

VISITORS CENTER & ARCHAEOLOGICAL MUSEUM
PICNIC AREAS
NON-EQUESTRIAN TRAILS
TWO NEW LAKES
NEW LAS VEGAS PARK

PREFERRED ALTERNATIVE - PHASING PLAN

100-100-100



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PLANNING AND DESIGN
SINCE 1960

Purpose of the Plan

1. Satisfy State of Nevada Agreement

The City shall:

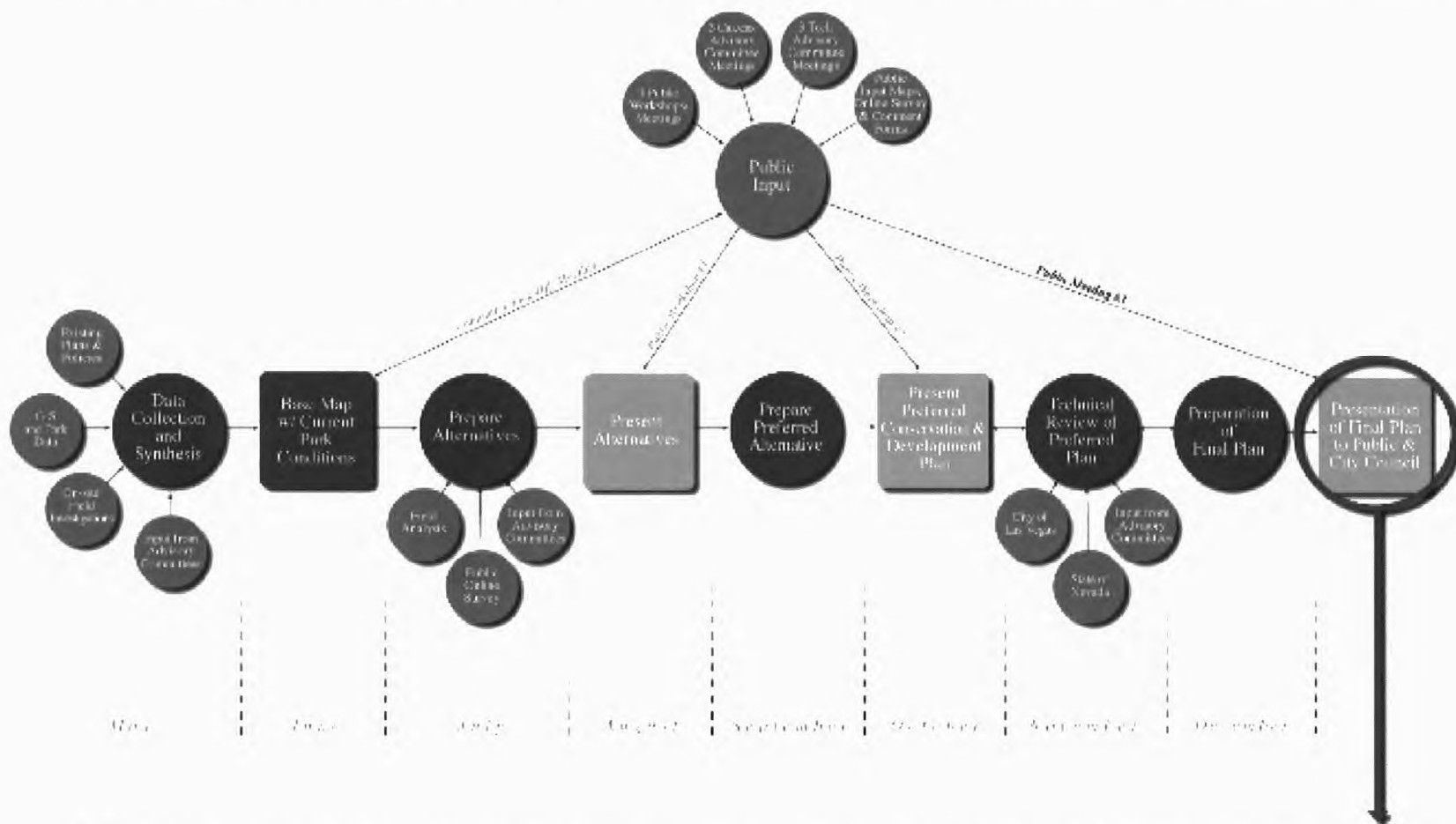
- a. Protect all historical and recreational value
- b. Guarantee public access
- c. Not transfer any property interest without State consent
- d. Use the property only for passive recreational use

2. Conduct a Public Planning Process and Develop a Long Term Plan of Action for owning and managing the Park.



March 2007

THE PLANNING PROCESS:



HOW WAS THE FINAL PLAN DEVELOPED?



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Open Space Planning

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Master Plan

Process and Timeline

- Task 1 (June 2006) Define current Park conditions
- Task 2 (Jan. 2007) Public involvement/stakeholder meetings
- Task 3 (Aug. 2006) Prepare Master Plan alternatives
- Task 4 (Oct. 2006) Define preferred conservation
and Development Plan
- Task 5 (Nov. 2006) Technical review of Preferred Plan
- Task 6 (Dec. 2007) Preparation of Final Plan
- Task 7 (April 2007) Presentation of Final Plan



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Extensive Public Involvement



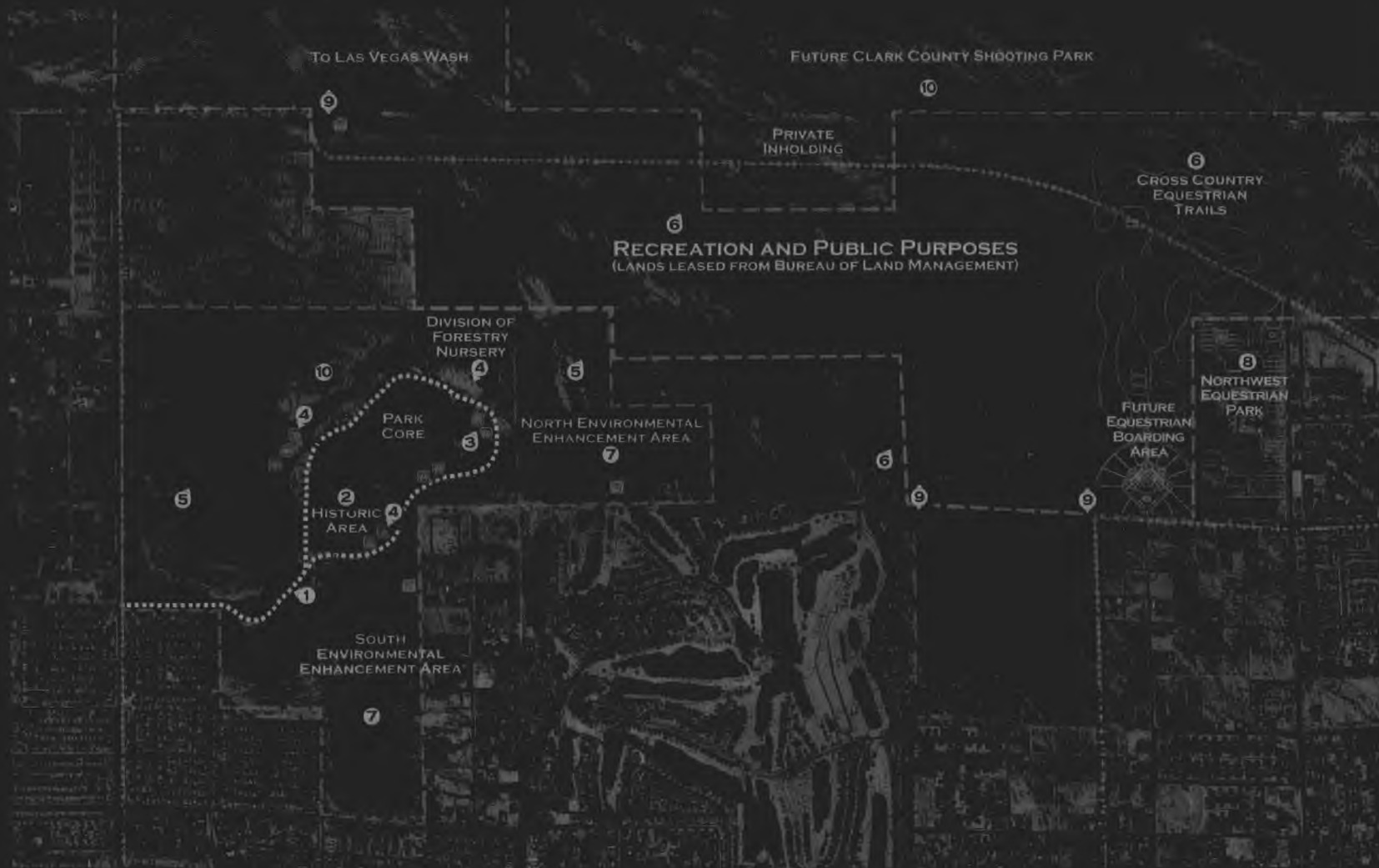
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Floyd Lamb Park

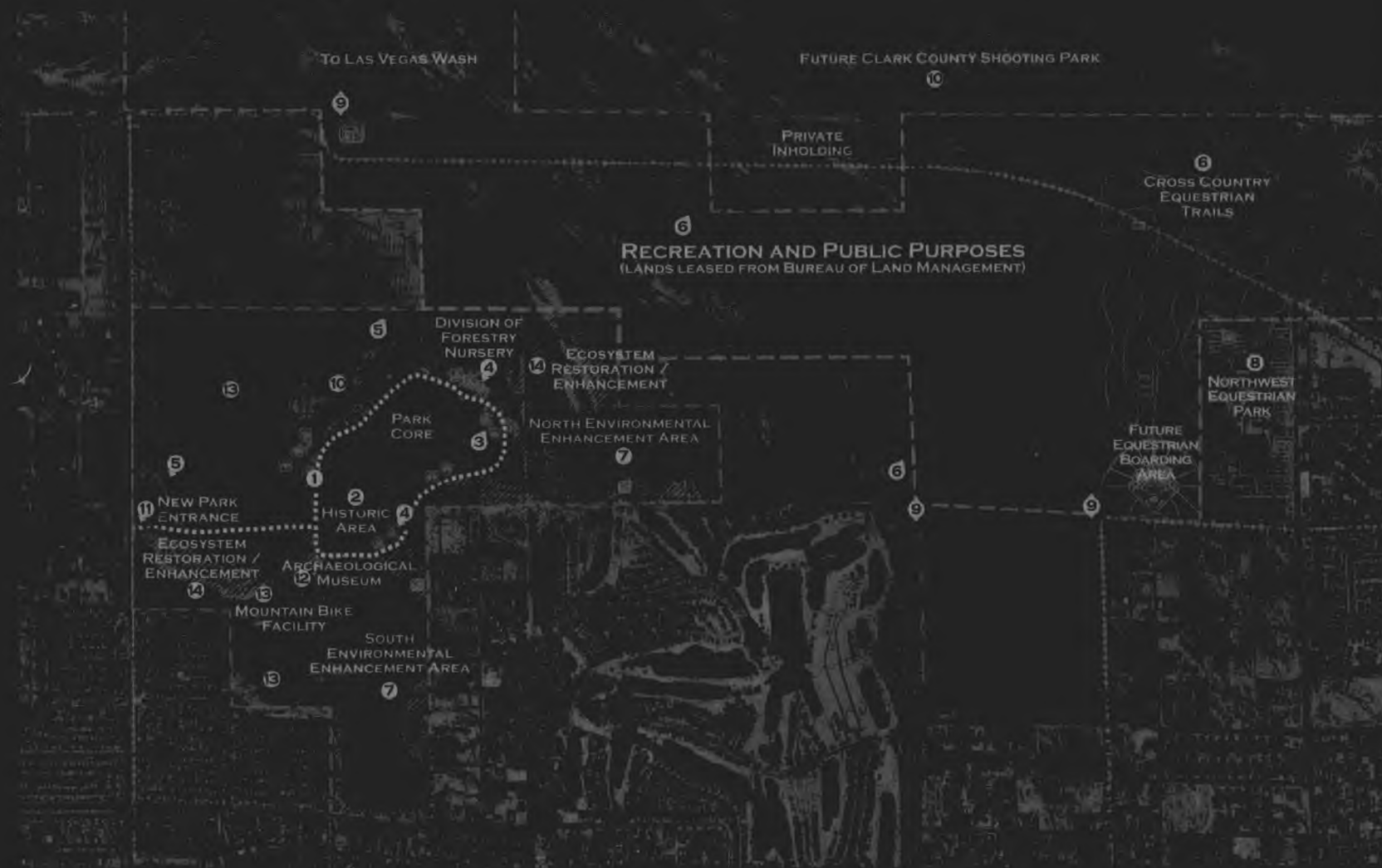


ALTERNATIVE A: 'As Is'



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Floyd Lamb Park



ALTERNATIVE B: 'ENHANCED PARK'



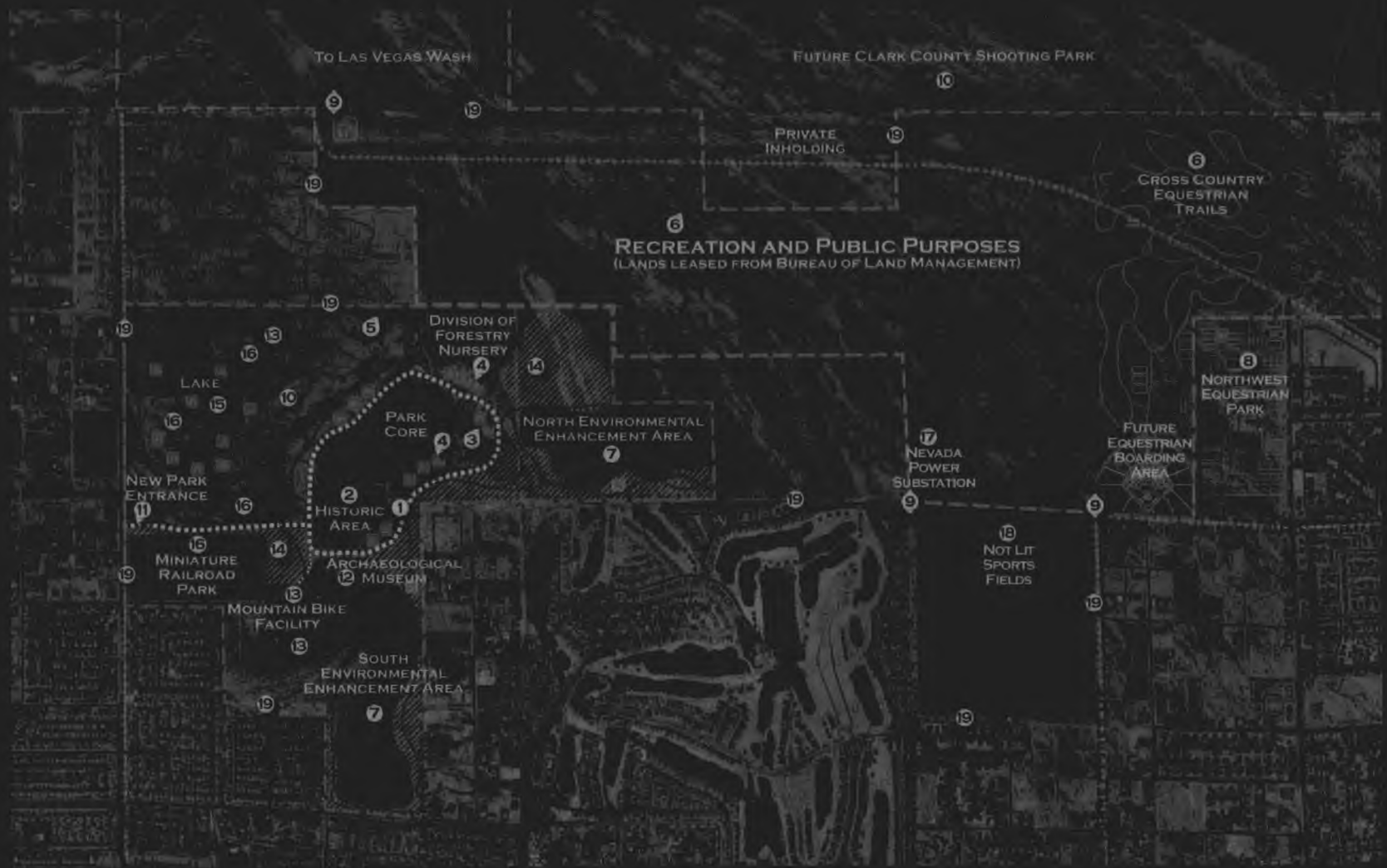
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Floyd Lamb Park



ALTERNATIVE C: 'FULLY DEVELOPED PARK'

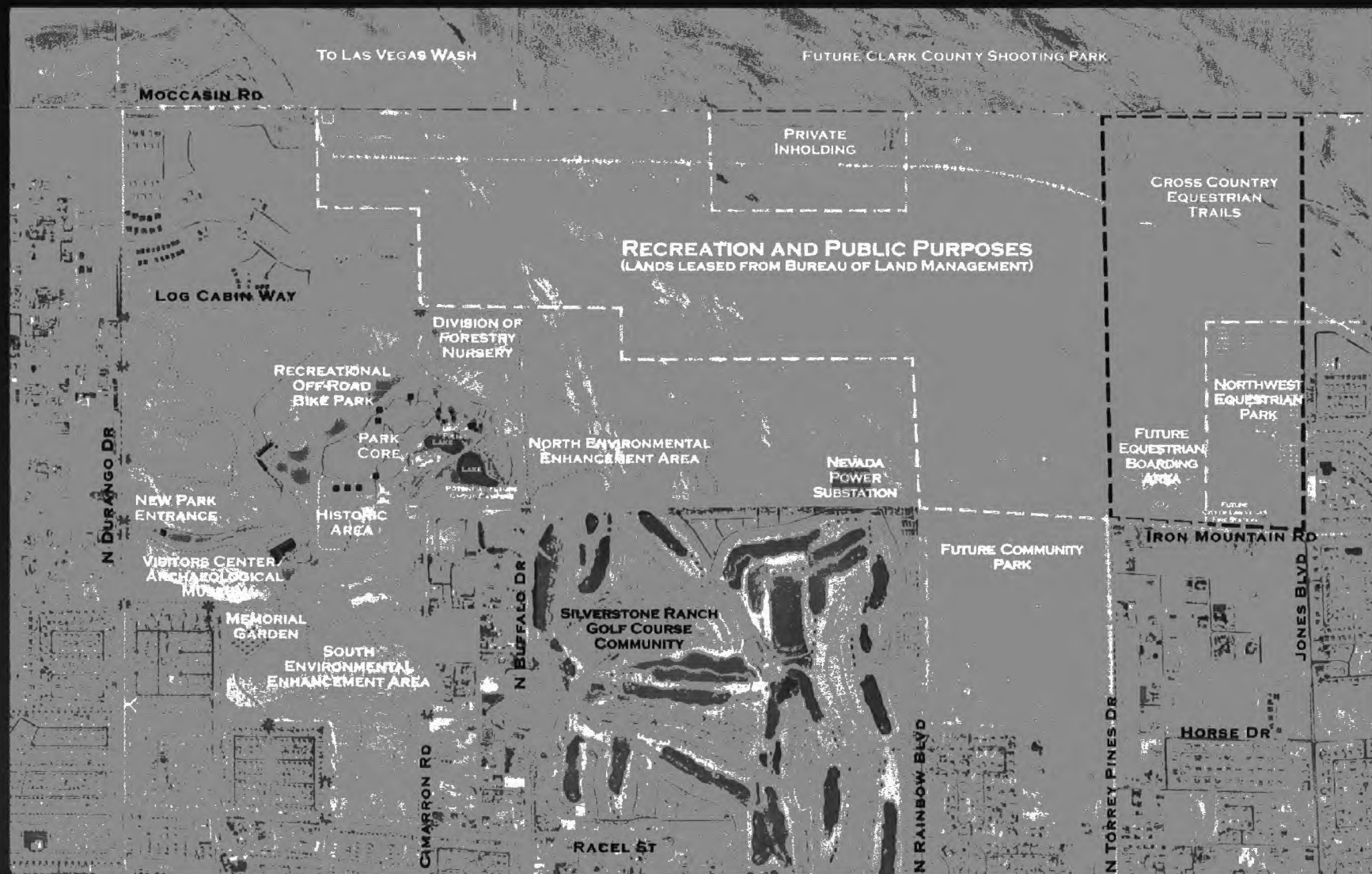


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Preferred Alternative



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Preferred Alternative

- HISTORIC AREA IMPROVEMENTS
- NEW PARK ENTRANCE
- VISITORS CENTER / ARCHAEOLOGICAL MUSEUM
- LOOP ROAD
- NEW LAKES AND FACILITIES
- RECREATIONAL OFF-ROAD BIKE PARK
- PARK CORE BOUNDARY TREATMENT
- PARK PERIMETER BOUNDARY TREATMENT
- ENVIRONMENTAL ENHANCEMENT AREAS
- MEMORIAL GARDEN
- FUTURE COMMUNITY PARK



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Land Conservation

CONSERVE CANYON LANDSCAPES, R&PP LANDS
IMPROVE LAKE CONDITION



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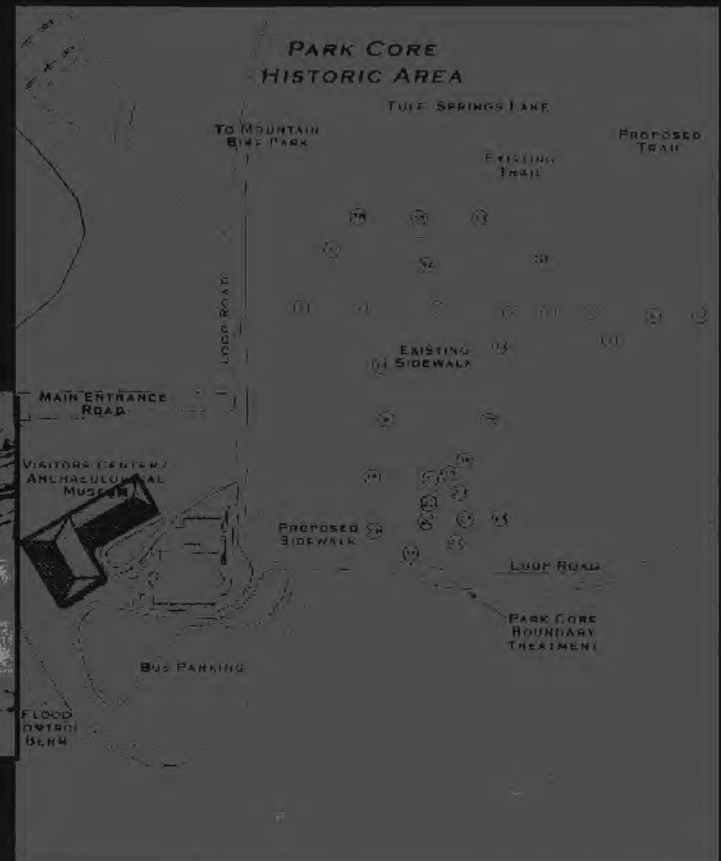
Cultural Preservation

PRESERVE CULTURAL RESOURCES

EDUCATIONAL PROGRAMS

VISITORS CENTER

ARCHAEOLOGICAL MUSEUM

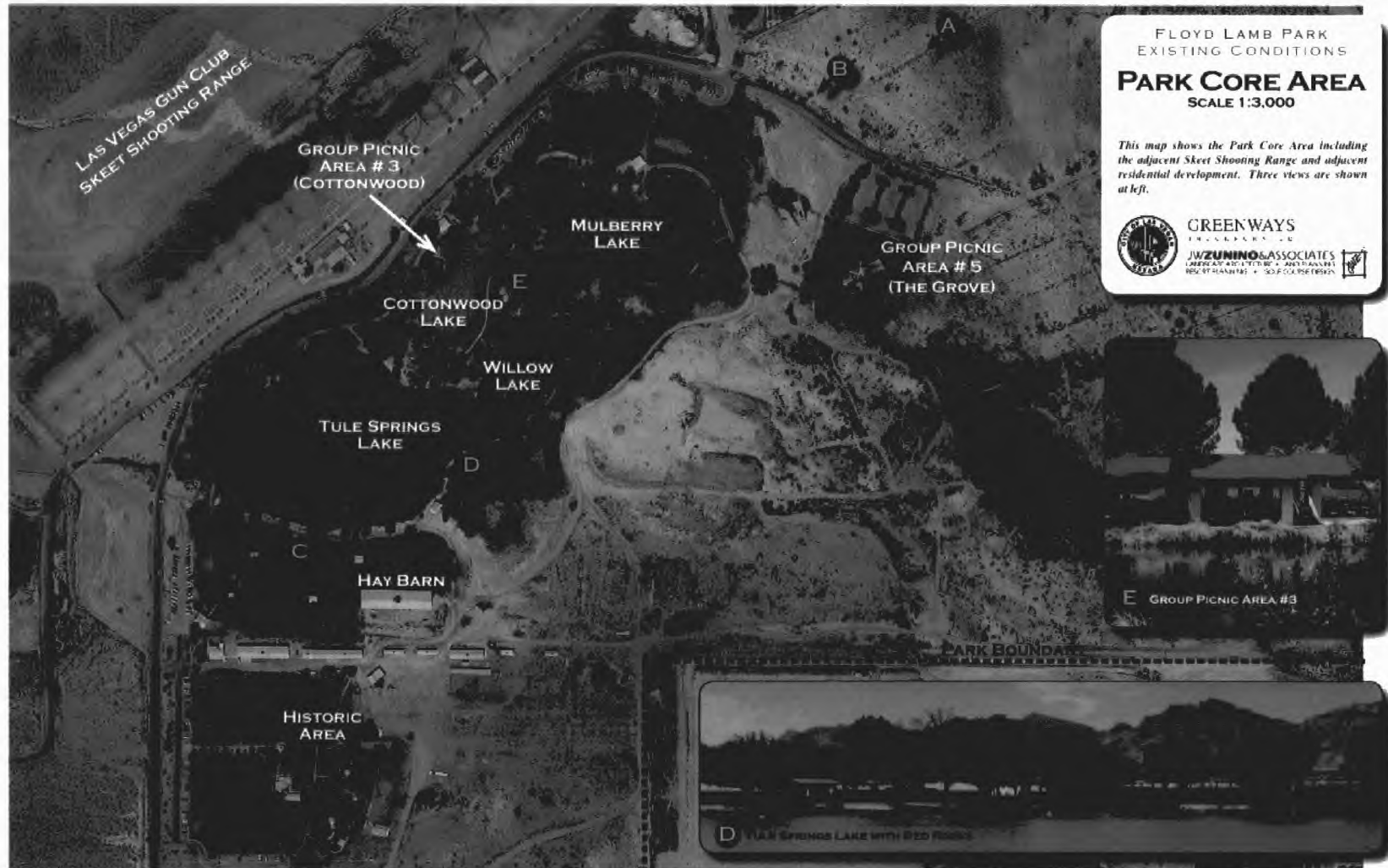


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Park Core



FLOYD LAMB PARK
EXISTING CONDITIONS

PARK CORE AREA SCALE 1:3,000

This map shows the Park Core Area including the adjacent Skeet Shooting Range and adjacent residential development. Three views are shown at left.



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EXISTING CONDITIONS



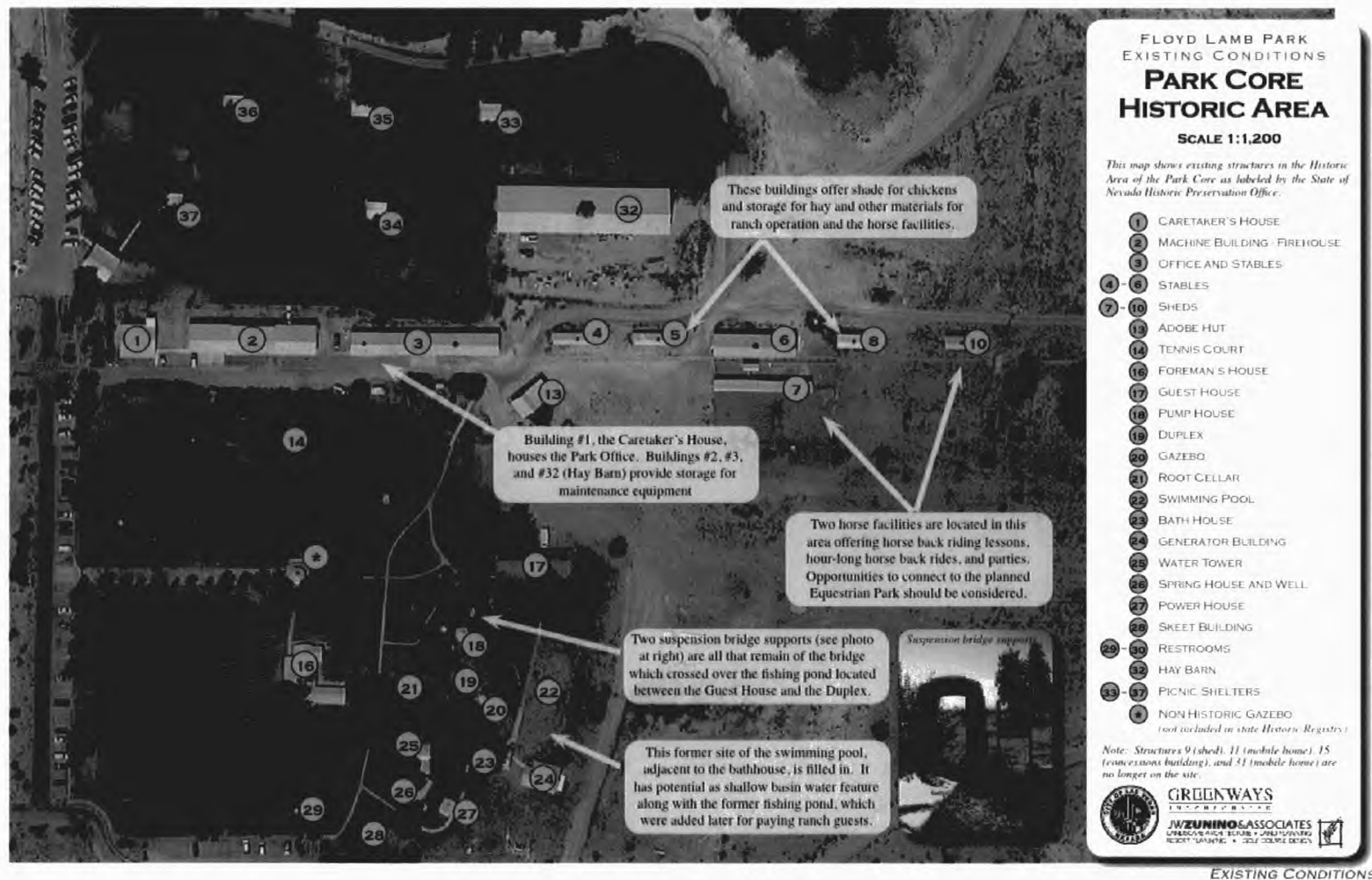
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Historic Area



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Park Core Improvements

NEW MAIN ENTRANCE

LOOP ROAD

BOUNDARY TREATMENTS

LAKES + FACILITIES



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Environmental Enhancement Areas

MEMORIAL GARDEN

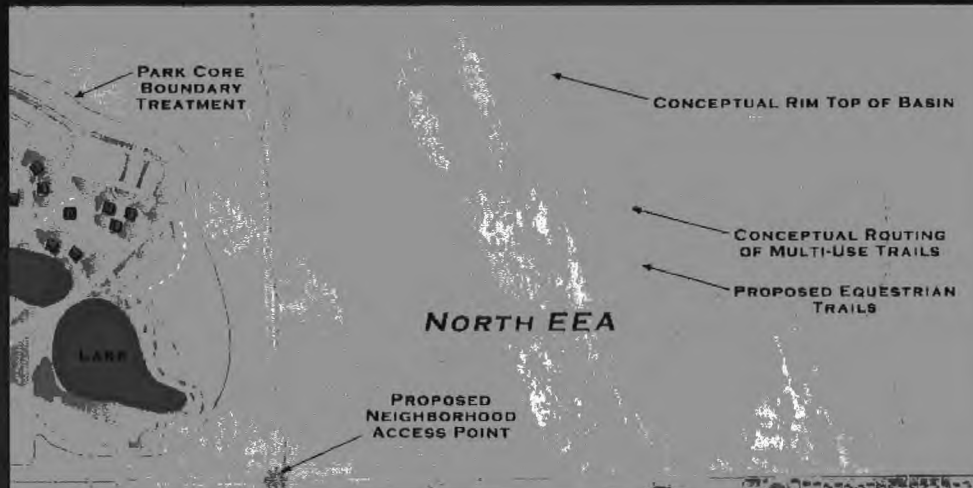
RECREATIONAL AMENITIES

EDUCATIONAL OPPORTUNITIES

NATIVE AND ADAPTIVE VEGETATION

STORMWATER RETENTION

North



South



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Recreational Trails

HIKING TRAILS

EQUESTRIAN TRAILS

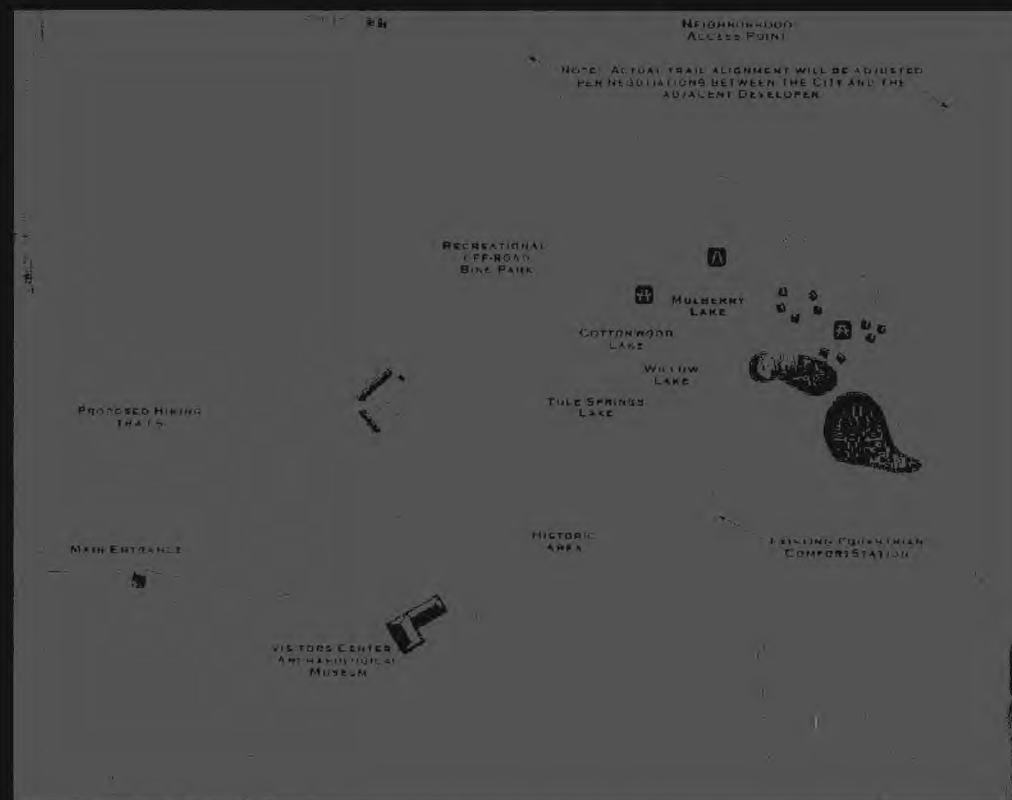
RECREATIONAL BIKE TRAILS



Equestrian Trails



Mountain Bike Trails



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Future Community Park & Removed/Relocated Facilities

FUTURE COMMUNITY PARK SHOOTING RANGE



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Master Plan Phasing Map



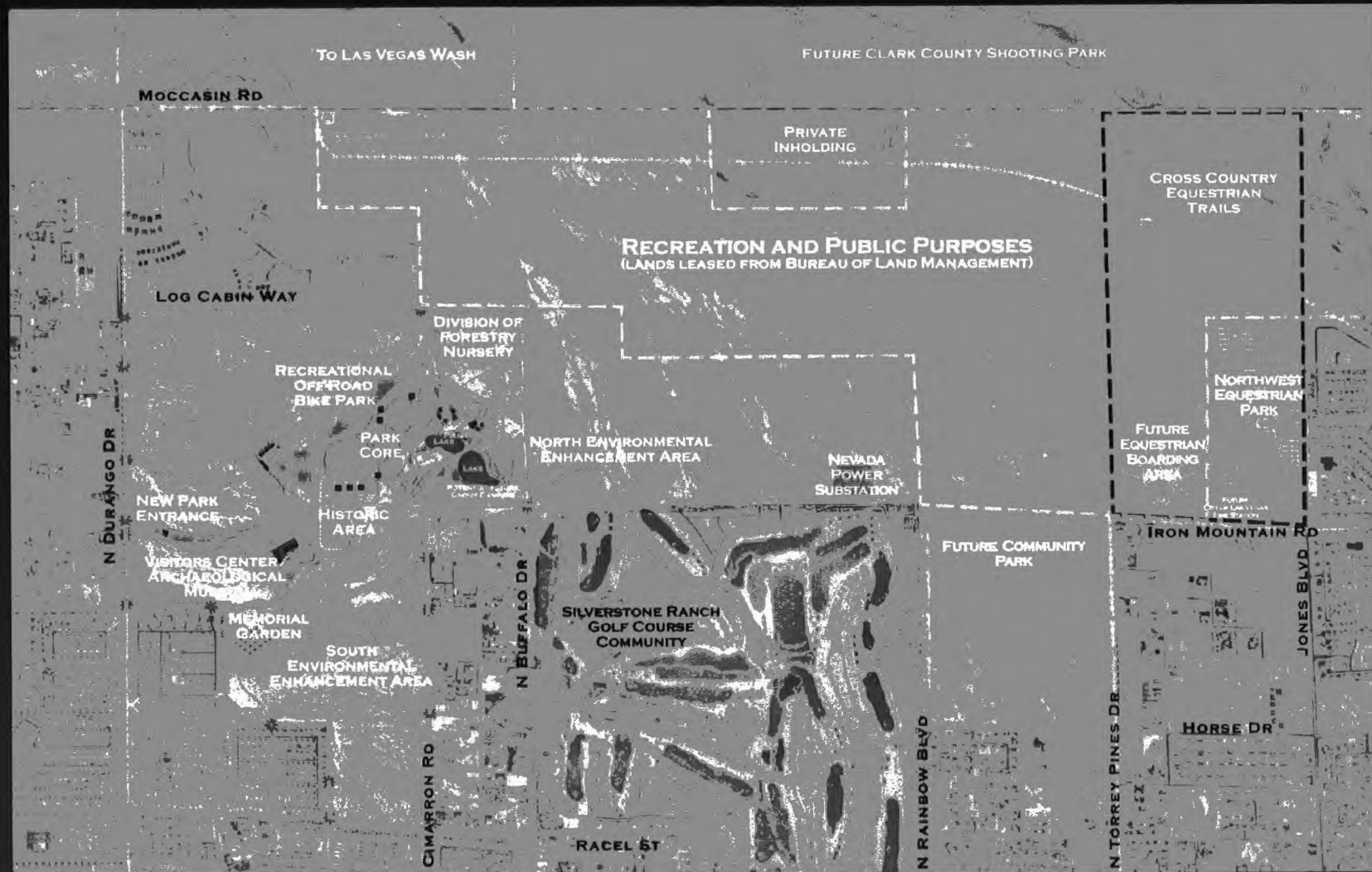
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Preferred Alternative



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Enhancement Areas:



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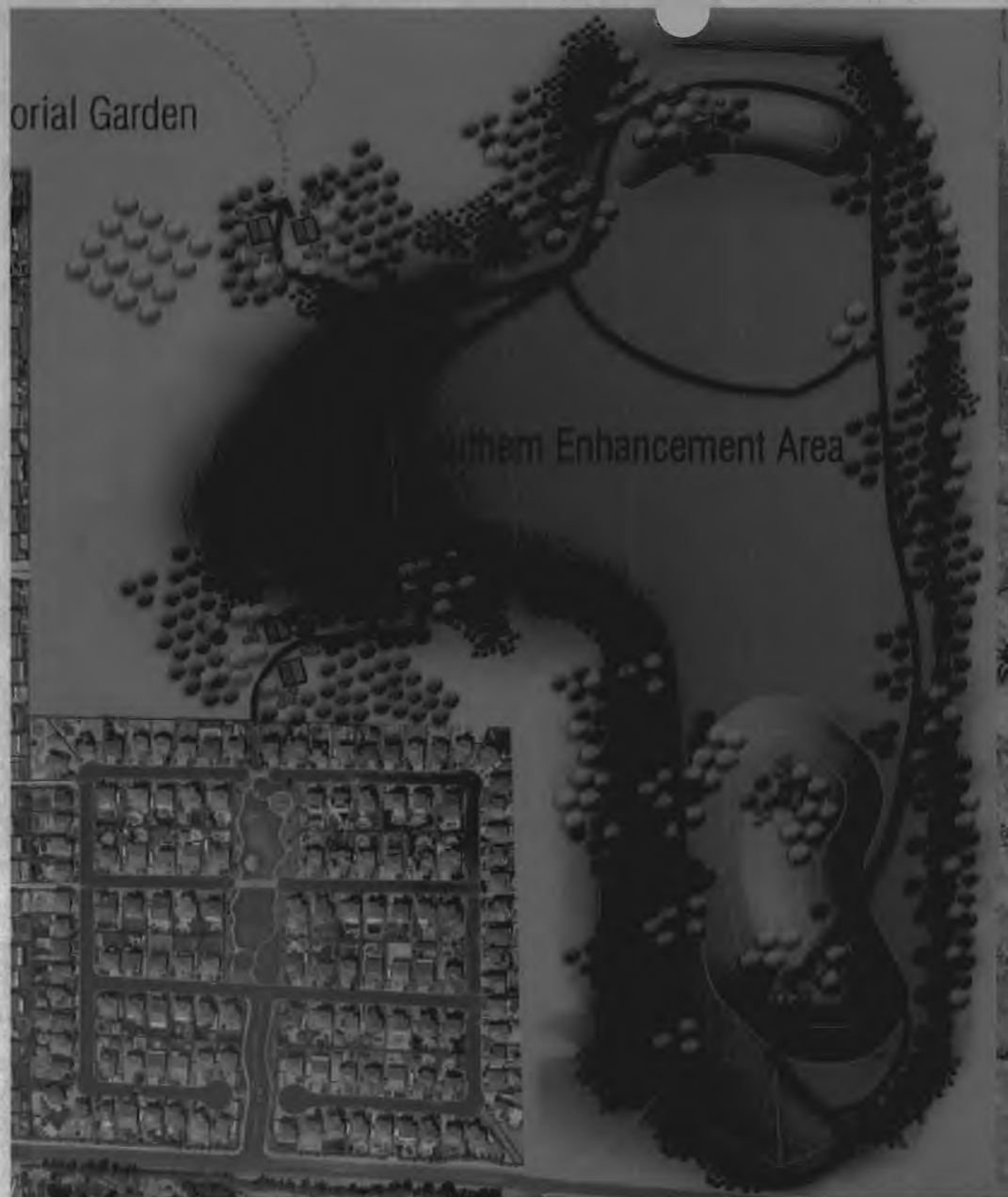


- Thicker green trail is the Equestrian Trail
- Thinner green trails are multi-use
- Terrace wall
- Sun shelters placed near entrances and exits



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- Loop trail - Multi-use
- Sun shelters on islands
- Adjacent to Memorial Garden
- Neighborhood connection



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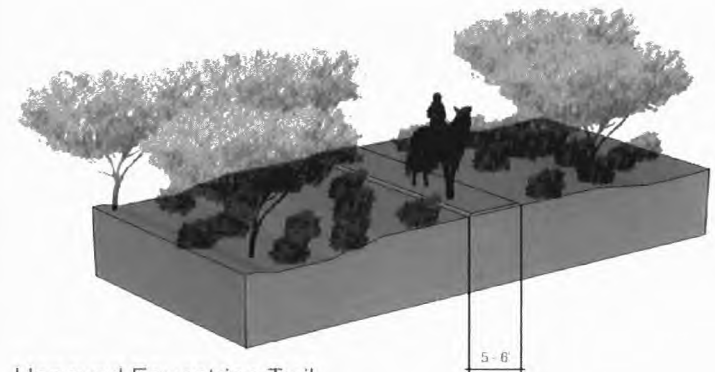


JANUARY 2007

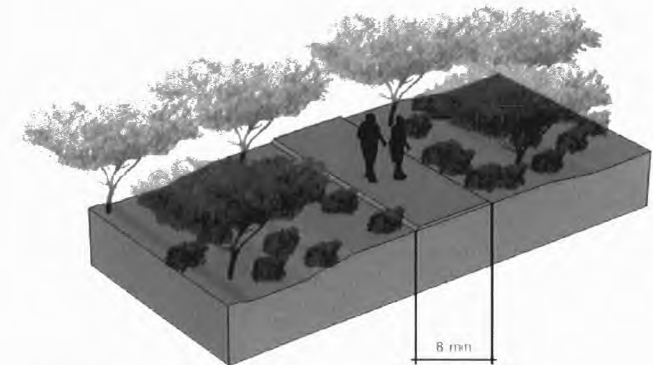
Trails

Trail types and users

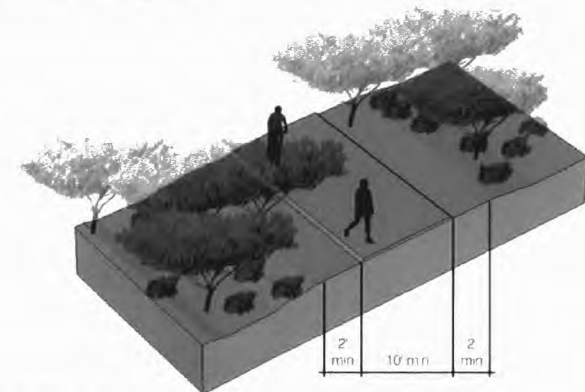
- Equestrian
- Hiking
- Bicycling



Unpaved Equestrian Trail



Unpaved "Hiking" Trail



Paved Hike / Bike Trail



Entrances



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Amenities



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Master Plan Phasing

PHASE 1:

PRE-DEVELOPMENT STUDIES AND ASSESSMENTS

IDENTIFY AND SECURE FEDERAL, STATE, AND LOCAL FUNDING

PHASE 2:

NEW PARK ENTRANCE, LOOP ROAD, MEMORIAL GARDEN, EQUESTRIAN TRAILS, PARK PERIMETER AND NEIGHBORHOOD ACCESS POINTS, AND ENVIRONMENTAL ENHANCEMENT AREAS

PHASE 3:

VISITORS CENTER & ARCHAEOLOGICAL MUSEUM

PICNIC AREAS, NON-EQUESTRIAN TRAILS, TWO NEW LAKES

NEW LAS VEGAS PARK



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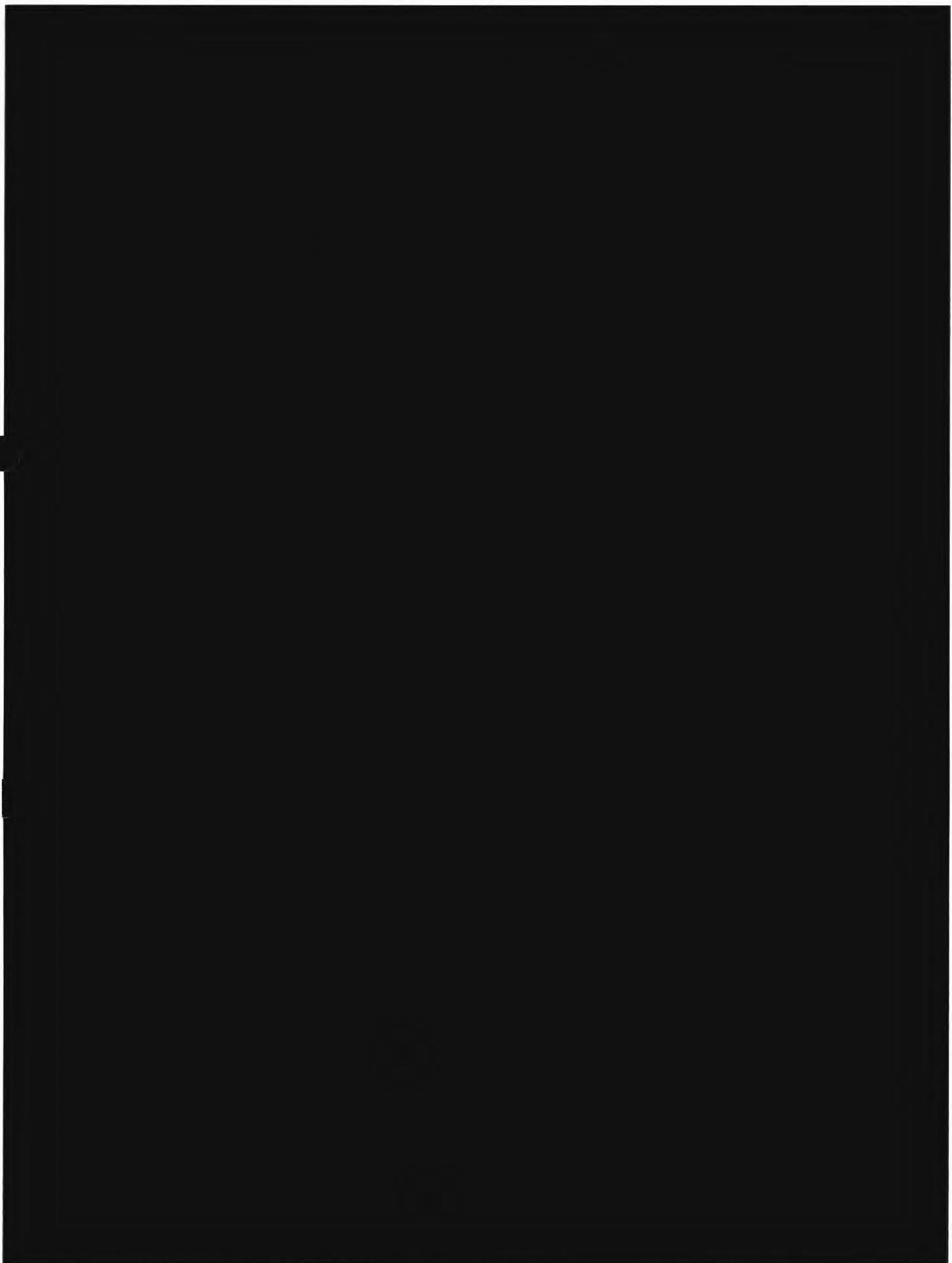
Questions & Comments



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MARCH 2007



PETITION TO: Councilman Steven D Ross
 City Hall – Tenth Floor
 400 Stewart Avenue
 Las Vegas, NV 89101

We, the undersigned, as parents and supporters of Little League Baseball, draw the attention of the Las Vegas City Council that we are in support of the proposed Floyd Lamb Baseball Park. The Northwest area of the Valley is growing rapidly and there is a definite shortage of baseball parks. Baseball is geared to provide an outlet of healthful activity and good leadership in an atmosphere of community participation. Baseball helps to establish the values of teamwork, sportsmanship and fair play. Therefore, we call upon the Las Vegas City Council to continue with the plans for the Floyd Lamb Baseball Park.

Name	Home Address	Zip Code
Anthony Spada	11636 Anubas Road Ave LV NV 89	89138
Edgar Smith	604 Runbridge St. Las Vegas	89144
Mark Blanton	Levin Essie Ave	89138
Tom LaPlaca	513 Puente Del Rey St. LV NV 8	89138
David Allen	10551 Maywood Drive	89135
Jim Lambert	1930 Village Center Cir #3-357	89134
Ben Sprague	10244 Garden Glen, LV, NV	89135
Ben Sprague	10244 Garden Glen LV, NV	89135

Support

RECEIVED
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