



MINUTES

City of Las Vegas

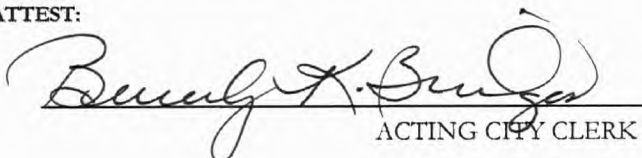
COUNCIL CHAMBERS • 400 STEWART AVENUE • 229-6011 (VOICE) • 386-9108 (TDD)

CITY COUNCIL
MEETING OF
APRIL 18, 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	☒	☐	☐
DOUG SELBY, CITY MANAGER	☒	☐	☐
BRAD JERBIC, CITY ATTORNEY	☒	☐	☐
BEVERLY K. BRIDGES, ACTING CITY CLERK	☒	☐	☐

APPROVED BY REFERENCE: MAY 16, 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); BRENDA J. WILLIAMS (Ward 5 - Interim)

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 18, 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 - REVEREND CYNDI DeLONG, RELIGIOUS SCIENCE
4. PLEDGE OF ALLEGIANCE
5. OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIALS – MAYOR; COUNCILMAN, WARD 1; AND COUNCILMAN, WARD 3
6. RECOGNITION OF THE EMPLOYEE OF THE MONTH
7. RECOGNITION OF THE SENIOR OF THE QUARTER
8. RECOGNITION OF AMERICAN CITY QUALITY MONTH
9. RECOGNITION OF THE BISHOP GORMAN HIGH SCHOOL GIRLS AAAA STATE BASKETBALL CHAMPIONS

10. RECOGNITION OF CITY GROUPS MEXICO VIVO AND THE RAINBOW COMPANY FOR EARNING GOVERNOR'S ARTS AWARDS
11. RECOGNITION OF THE WINNERS OF THE BEST OF THE WEST LACROSSE TOURNAMENT
12. RECOGNITION OF NATIONAL AND GLOBAL YOUTH SERVICE DAY

BUSINESS ITEMS - MORNING

13. 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
14. Approval of the Final Minutes by reference of the regular City Council meeting of March 21, 2007

CONSENT AGENDA

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

FIELD OPERATIONS - CONSENT

15. Approval of a Lease Agreement between the City of Las Vegas and Lutheran Social Services of Nevada for the lease of land from the City of Las Vegas for two modular spaces located at 741 Veterans Memorial Drive - Ward 5 (Williams)
16. 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 7151 Oso Blanca Road commonly known as Mountain Ridge Park, APN 125-20-501-002 - Ward 6 (Ross)
17. Approval of a Reciprocal Right-of-Way Agreement between the City of Las Vegas and Longford Medical Center LLC, for multi-use trail segments located near Washington Avenue and Buffalo Drive - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

19. Approval of a Special Event Alcoholic Beverage License for Las Vegas Celtic Society, Location: Floyd Lamb State Park, 9200 Tule Springs Road, Dates: April 21 - 22, 2007, Type: Special Event General, Event: Highland Festival, Responsible Person in Charge: Liam O'Dowd - Ward 6 (Ross)
20. Approval of a Special Event Alcoholic Beverage License for Mexican Patriotic Committee, Location: Freedom Park, 850 North Mojave Road, Date: May 6, 2007, Type: Special Event Beer/Wine, Event: Family Picnic, Responsible Person in Charge: Salvador Montenegro - Ward 3 (Reese)
21. Approval of a Special Event Alcoholic Beverage License for St. Anne Catholic School, Location: St. Anne Catholic School, 1813 South Maryland Parkway, Date: April 28, 2007, Type: Special Event General, Event: School Fun Fair, Responsible Person in Charge: Carol D. Rose - Ward 3 (Reese)
22. Approval of a Special Event Alcoholic Beverage License for The Spirit of Cuba, Location: Sammy Davis Jr. Festival Plaza, 720 Twin Lakes Drive, Date: April 28, 2007, Type: Special Event General, Event: City of Las Vegas Sponsored Concert, Responsible Person in Charge: Aleyda Hernandez - Ward 5 (Williams)

23. Approval of a new Temporary Beer/Wine/Cooler On-sale License, Essence of Thai, Inc., dba Essence of Thai Restaurant, 4105 West Sahara Avenue, Wichitra K. Gee, Pres, 100% - Ward 1 (Tarkanian)
24. Approval of Temporary Change of Business Name, Change of Location and Change of Ownership for a Tavern License and Temporary Approval of a new Restricted Gaming License for 15 slots subject to the provisions of the planning and fire codes, Health Dept. regulations, and confirmation of approval by the Nevada Gaming Commission, From: Club King, LLC, dba Celebrity Las Vegas, To: C & NO Ventures, Inc., dba Timbers Bar & Grill, 3370 Novat Street, Timbers Hospitality Group, Inc., 100%, The Donner Investment Trust, Andrew B. Donner, Trustee, 63.56% - Ward 4 (Brown)
25. Approval of a new Temporary Restricted Gaming License for 15 slots subject to the confirmation of approval by the Nevada Gaming Commission, The Lodge at Grand Teton Operator, LLC, dba The Lodge at Grand Teton, 8350 Grand Teton Drive, Stuart Apollo, Mmbr, 100% - Ward 6 (Ross)
26. Approval of a new Restricted Gaming License for 5 slots subject to the confirmation of approval by the Nevada Gaming Commission, Montesano's Italian Deli, Inc., Montesano's Italian Deli & Restaurant, 3441 West Sahara Avenue, Suite B2, Lucille Montesano, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)
27. Approval of a new Temporary Hypnotherapist License subject to the provisions of the planning and fire codes, Osheena E. Tayal, dba Flourish Hypnotherapy Group, 1770 North Buffalo Drive, Suite 103, Osheena E. Tayal, 100% - Ward 1 (Tarkanian)
28. Approval of a New Temporary Locksmith License subject to the provisions of the planning and fire codes, Able Lock & Key, Inc., dba Able Lock & Key, Inc., 1911 East Charleston Boulevard, Eric C. Going, Dir, Pres, Treas, Secy, 100% - Ward 3 (Reese)
29. Approval of a new Temporary Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Lion Martial Arts School, Inc., dba Lion Martial Arts School, Inc., 3233 West Charleston Boulevard, Suite 107, Sherry L. Hanneman, Pres, 100% - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

30. Approval of Agreement No. 070324 for the purchase of four Medtec Ambulances - Department of Fire and Rescue - Award recommended to: MEDTEC AMBULANCE CORPORATION (\$869,412 - Fire Equipment Acquisition Internal Service Fund)
31. Approval of the second Amendment to Engineering Design Services Agreement No. 06-11553 for Additional Design Services in connection with Jones Boulevard, Grand Teton Drive and Farm Road - Department of Public Works - Award recommended to: CARTER BURGESS, INC. (\$562,070 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)
32. Approval of Modification No. 1 to Engineering Design Services Agreement No. 06-07149 for Additional Design Services in connection with Grand Teton Drive Overpass Structure - Department of Public Works - Award recommended to: POGGEMEYER DESIGN GROUP, INC. (\$236,569 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)
33. Approval of award of Bid No. 06.15341.03-LED, Centennial Hills Park, Phase 3 located at Deer Springs Way and Buffalo Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: APCO CONSTRUCTION (\$12,091,896 - Parks and Leisure Activities Capital Projects Fund - Ward 6 (Ross)

NEIGHBORHOOD SERVICES - CONSENT

34. Approval to accept an allocation of \$2,281,275 of FY 2007 - 2008 Federal HOME funds from the Department of Housing and Urban Development (HUD) to the City of Las Vegas - All Wards
35. Approval of an allocation of \$843,000 in HOME/Low Income Housing Trust Funds (LIHTF) from the City of Las Vegas to Silver State Housing for the completion of Sonoma Palms (3050 N. Jones Blvd.), an affordable senior housing project - Ward 5 (Williams)

36. Approval of an allocation of \$1,650,581 in HOME/Low Income Housing Trust Funds (LIHTF) from the City of Las Vegas to HELP Las Vegas Housing Corporation, for construction costs to build HELP Owens 2 (1455 N. Main Street), an affordable multi-family housing project with a preference for veterans - Ward 5 (Williams)
37. Approval of an allocation of \$1,250,000 in HOME/Low Income Housing Trust Funds (LIHTF) from the City of Las Vegas to Nevada H.A.N.D., Inc. for construction costs to build Stewart Pines III (Stewart Ave. and 13th St.), an affordable senior housing project - Ward 5 (Williams)
38. Approval of an allocation of \$650,000 in HOME/Low Income Housing Trust Funds (LIHTF) from the City of Las Vegas to Silver State Housing to assist with land acquisition for the purpose of constructing McKnight Senior Village II (651 McKnight Street), an affordable senior housing project - Ward 3 (Reese)
39. Approval of an allocation of \$2,000,000 in HOME/Low Income Housing Trust Funds (LIHTF) from the City of Las Vegas to Nevada H.A.N.D., Inc. for construction costs to build Silver Sky Deer Springs (Deer Springs and Decatur), an affordable senior housing project - Ward 6 (Ross)
40. Approval to allocate \$70,000 of Community Development Block Grant (CDBG) construction funds to abate slum and blight in conjunction with the Neighborhood Services vacant and abandoned building initiative approved by City Council on April 21, 2004 – All Wards

PLANNING & DEVELOPMENT - CONSENT

41. Approval of a Summerlin West Parks Development Agreement between the Howard Hughes Corporation and the City of Las Vegas for Summerlin Villages 20 and 23A - Ward 2 (Wolfson)

PUBLIC WORKS - CONSENT

42. Approval of an Encroachment Request from Keep Memory Alive on behalf of City Parkway V, Incorporated, owner (northeast corner of Bonneville Avenue and Grand Central Parkway) - Ward 5 (Williams)
43. Approval of an Encroachment Request from Yack Construction on behalf of Rain Vault, LLC, owner (A Street north of Washington Avenue) - Ward 5 (Williams)
44. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Southwest Quarter of Section 32, Township 19 South, Range 60 East, Mount Diablo Meridian, for sewer purposes generally located on the north side of Lone Mountain Road between El Capitan Way and Durango Drive, APNs 125-32-802-020, 125-32-802-030 and 125-32-804-003 - County (near Ward 4 - Brown)
45. Approval of Second Supplemental Interlocal Contract LAS22D06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) for flood control improvements for the Brent Lane and Tule Springs Detention Basins (\$300,000 - CCRFC) - Ward 6 (Ross)
46. Approval of Second Supplemental Interlocal Contract 481B between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for the City Parkway, D Street Connector (\$200,000 - RTC) - Ward 5 (Williams)
47. Approval of First Supplemental Interlocal Contract LAS22E06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) for the Las Vegas Wash - Decatur Boulevard (Centennial Parkway to Farm Road) (\$450,000 - CCRFC) - Ward 6 (Ross)
48. Approval of an Interlocal Contract between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for Centennial Parkway/Grand Montecito Parkway intersection improvements (\$410,000 - RTC) - Ward 6 (Ross)
49. Approval of Interlocal Agreement 112690 with the Las Vegas Valley Water District for the City of Las Vegas Rampart Trail Phase 1 project located on Vegas Drive, east of Rampart Boulevard, APN 138-29-501-007 (\$11,416 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 2 (Wolfson)

50. Approval of Interlocal Agreement 112689 with the Las Vegas Valley Water District for the City of Las Vegas Cedar Drainage Trail located on Honolulu Street, south of Bonanza Road, APN 140-31-196-003 (\$12,326 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 3 (Reese)
51. Approval of an Interlocal Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for additional design work and construction of the Downtown Connector Bus Rapid Transit Project (\$750,000 General Fund/\$45,000,000 Regional Transportation Commission [RTC]) - Wards 3 and 5 (Reese and Williams)

RESOLUTIONS - CONSENT

52. R-23-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the final assessment roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400.00 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)
53. R-24-2007 - Approval of a Resolution amending Schedule 25-II, 35 MPH speed limits, to add the speed limit of 35 MPH on Farm Road from Grand Canyon Drive to Oso Blanca Road - Ward 6 (Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

54. Report from the City Manager on Emerging Issues
55. Discussion and possible action concerning the status of 2007 legislative issues - All Wards
56. Discussion and possible action regarding an Exclusive Negotiation Agreement and a Letter of Understanding by and among City Parkway V, Inc., LiveWork, LLC, and Zoe Property, LLC, for evaluating the feasibility of the disposition and development of real property in downtown Las Vegas located near Main Street and Lewis Avenue and near the Southeast corner of City Parkway and Grand Central Parkway (APNs 139-34-210-022, -021, -020, -019, -023, -008, -007, -009, -010, -011, -012, -013, and a portion of APN 139-34-110-004) - Wards 3 and 5 (Reese and Williams)

BUSINESS DEVELOPMENT - DISCUSSION

57. Discussion and possible action regarding an Exclusive Negotiation Agreement between the City of Las Vegas and Laurich Properties, Inc., for the development of a commercial retail center containing no less than 100,000 square feet of total gross leasing area, with a full-service grocery store at least 40,000 square feet in size, located at the southwest corner of Martin L King Boulevard and Lake Mead Boulevard (APNs 139-21-313-005 and 009) - Ward 5 (Williams)
58. Discussion and possible action regarding a Real Property Purchase and Sale Agreement between City Parkway V, Inc., and the McKellar Development Group, Inc., for 2.40 acres of land at the Las Vegas Technology Center located between Tenaya Way and U.S. 95 north of Cascade Valley Court for the purpose of constructing a 127 room hotel and designating that those funds be deposited into the Industrial Revenue Fund (\$2,507,989 Gain - City Parkway V, Inc.) - Ward 1 (Tarkanian) [Note: This item will be trailed to be heard after the related Item 75 (R-26-2007)]
59. Discussion and possible action regarding an Amended and Restated Exclusive Negotiation Agreement (Amended ENA) with Frank Wright Plaza, LLC, (FWP) to negotiate a Disposition and Development Agreement (DDA) for parcels located at 4th Street and Stewart Avenue totaling approximately 5.49 acres (Site) (APNs 139-34-501-004, 007 and 008) - Ward 5 (Williams)
60. Discussion and possible action regarding the Real Property Purchase and Sale Agreement with Las Vegas Police Protective Association Metro, Inc. for real property generally located adjacent to the northwest corner of Seventh Street and Stewart Avenue and identified with parcel number (APN 139-34-501-011) (\$1,524,003.18 - City Facilities Capital Projects Fund) - Ward 5 (Williams)

CITY ATTORNEY - DISCUSSION

61. TIME CERTAIN 4:00 P.M. - ABEYANCE ITEM - 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

62. ABEYANCE ITEM - Discussion and possible action regarding an Appeal of Denial for a Family Home Child Care Facility License, Lia Hernandez, dba Lia Hernandez, 9108 Teal Lake Court, Lia Hernandez, 100% - Ward 4 (Brown)
63. ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Pawnbroker License subject to the provisions of the planning and fire codes, Candice Limon, dba MNM Pawn, 3227 Meade Avenue, Suite 3B, Candice E. Limon, 100% - Ward 1 (Tarkanian)
64. ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Class II Secondhand Dealer License, Auto Pawn and Pistol Permit subject to the provisions of the planning and fire codes, Candice Limon, dba MNM Pawn, 3227 Meade Avenue, Suite 3B, Candice E. Limon, 100% - Ward 1 (Tarkanian)
65. Discussion and possible action regarding a Six-Month Review of Temporary Approval for Supper Club License, Ajuua, Inc., dba Ajuua! Mexican Restaurant & Cantina, 2100 Fremont Street, Daniel R. Cardena, Dir, Pres, VP, Secy, Treas, 100% - Ward 3 (Reese)
66. Discussion and possible action regarding a Three Month Review of a Tavern License, Nevada Receivership, LLC, dba Crazy Horse Too, 2476 Industrial Road, Michael J. Signorelli, Managing Mmbr, 100% - Ward 3 (Reese)
67. Discussion and possible action regarding a Six Month Review of Temporary Approval of a Beer/Wine/Cooler On-Sale License, Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 1910 Village Center Circle, Suite 9, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 2 (Wolfson)
68. Discussion and possible action regarding a Six Month Review of Temporary Approval of a Beer/Wine/Cooler On-Sale License, Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 7290 West Lake Mead Boulevard, Suite 3, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 1 (Tarkanian)
69. Discussion and possible action regarding a Six Month Review of Temporary Approval of a Beer/Wine/Cooler On-Sale License, Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 9310 West Sahara Avenue, Suite 1, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 2 (Wolfson)
70. Discussion and possible action on a Review of Conditions of a Tavern License and a Gaming License for Scotch 80's Limited, dba Squiggy's, 530 South Martin Luther King Boulevard, Danny R. Piper, Dir, Pres, Treas, 50% and Joseph D. Bunch, Dir, Secy, 50% - Ward 5 (Williams)
71. Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes, Russell Emde, dba Tranquil Gardens Massage, 3900 North Rancho Drive, Suite 107, Russell J. Emde, Owner, 100% - Ward 6 (Ross)
72. Discussion and possible action regarding Temporary Approval of a new Psychic Art and Science License subject to the provisions of the planning and fire codes, Nancy Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Nancy Evans, 50% - Ward 3 (Reese)

PUBLIC WORKS - DISCUSSION

73. Discussion and possible action regarding a list of projects for nomination for funding from the special account established through the sale of Bureau of Land Management (BLM) lands in accordance with the Southern Nevada Public Lands Management Act (SNPLMA) - Wards 1, 2, 3, 4 and 6 (Tarkanian, Wolfson, Reese, Brown and Ross)

RESOLUTIONS - DISCUSSION

74. R-25-2007 - Public hearing and possible action regarding a Resolution authorizing the issuance and sale of Economic Development Revenue Bonds not to exceed \$75,000,000 to finance the acquisition, construction, and equipment of a project for Keep Memory Alive (KMA) to build the Lou Ruvo Brain Institute in Union Park - Ward 5 (Williams)
75. R-26-2007 - Discussion and possible action regarding a Resolution consenting to the sale by City Parkway V of 2.40 acres of land generally located between Tenaya Way and U.S. 95 north of Cascade Valley Court (a portion of APN 138-15-612-003) at fair market value which conforms to the requirements of AB312 and is in the best interest of the Public - Ward 1 (Tarkanian) [Note: Related Item 58 will be trailed to be heard following this Item]
76. R-27-2007 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency and Exber, Inc., d/b/a El Cortez Hotel & Casino, located at 112 & 116 North Las Vegas Boulevard (APN 139-34-611-002 & 003), to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 5 (Williams) [NOTE: This item is related to Redevelopment Agency Item 3 (RA-4-2007) and to Redevelopment Agency Item 4]
77. R-28-2007 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency and Exber, Inc., d/b/a El Cortez Hotel & Casino, 600 Fremont Street (APN 139-34-612-004), to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 5 (Williams) [NOTE: This item is related to Redevelopment Agency Item 5 (RA-5-2007) and to Redevelopment Agency Item 6]
78. R-29-2007 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency and Four Queens, Inc., 222 East Carson Street (APN 139-34-210-046), to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 3 (Reese) [NOTE: This item is related to Redevelopment Agency Item 7 (RA-6-2007) and to Redevelopment Agency Item 8]

BOARDS & COMMISSIONS - DISCUSSION

79. Discussion and possible action on the appointment and reappointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2008

RECOMMENDING COMMITTEE REPORT - DISCUSSION

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.

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

NEW BILLS - DISCUSSION

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

81. Bill No. 2007-15 - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) Sponsored by: Step Requirement

82. Bill No. 2007-16 – Annexation No. ANX-10156 – Property location: Within the area bounded by Clark County Highway 215 on the east, Washburn Road on the south, Puli Road on the west, and Centennial Parkway on the north; Petitioned by Southwest Desert Equities, LLC, et al.; Acreage: Approximately 245 acres; Zoned: R-U (County zoning), U (PF-CC), U (PCD) and U (ROW) (City equivalents). Sponsored by: Councilman Steven D. Ross
83. Bill No. 2007-17 – Amends the Town Center Development Standards Manual to allow consignment sales in the GC-TC and SC-TC Zoning Districts, by means of special use permit, as a limited type of secondhand dealer. Sponsored by: Councilman Steven D. Ross
84. Bill No. 2007-18 – Requires in certain buildings a minimum level of support for radio coverage for emergency service personnel. Sponsored by: Councilman Steven D. Ross
85. Bill No. 2007-19 - Authorizes the issuance of a local improvement district bond, Series 2007, for an amount not to exceed \$1,724,000 for Special Improvement District No.1506 – Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street). Proposed by: Mark R. Vincent, Director of Finance and Business Services
86. Bill No. 2007-20 – Annexation No. ANX-19561 – Property location: On the south side of Deer Springs Way, approximately 330 feet west of Grand Canyon Drive; Petitioned by: Dark, LLC; Acreage: 5.1 acres; Zoned: R-E (County zoning), U (RNP) (City equivalent). Sponsored by: Councilman Steven D. Ross

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

87. 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

88. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance and assess civil penalties located at 513 Upland Boulevard. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O MARY ALICE WHITNEY (\$5,004.75 - General Fund) - Ward 1 (Tarkanian)
89. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of nuisance located at 3205 GOLETA DRIVE. PROPERTY OWNER: JAN MYERS (\$9,857.50 - General Fund) - Ward 6 (Ross)
90. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 604 Stanford Street. PROPERTY OWNER: JAMES A. LITTLEFIELD C/O P. CARLSON (\$2,711.25 - General Fund) - Ward 1 (Tarkanian)
91. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 1836 Lewis Avenue. PROPERTY OWNER: BANK US NATIONAL ASSN TRS C/O ASC 106 (\$12,147.85 - General Fund) - Ward 3 (Reese)

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - CONSENT

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

92. EOT-20206 - APPLICANT/OWNERS: ASIAN DEVELOPMENT, LLC. - Request for an Extension of Time of an approved Variance (VAR-1916) TO ALLOW NO STEPBACKS WHERE STEPBACKS ARE REQUIRED AFTER THE FOURTH STORY IN THE TOWN CENTER DEVELOPMENT STANDARDS on 3.08 acres adjacent to the north side of Deer Springs Way, approximately 330 feet west of Durango Drive (APN 125-20-201-015, 017 and 018), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
93. EOT-20199 - APPLICANT/OWNERS: ASIAN DEVELOPMENT, LLC. - Request for an Extension of Time of an approved Special Use Permit (SUP-1915) FOR A FIFTEEN STORY OFFICE BUILDING WHERE TOWN CENTER DEVELOPMENT STANDARDS ALLOW A MAXIMUM OF TWELVE STORIES IN THE UC-TC (Urban Center Mixed-Use - Town Center) DISTRICT on 3.08 acres adjacent to the north side of Deer Springs Way, approximately 330 feet west of Durango Drive (APN 125-20-201-015, 017 and 018), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
94. EOT-20203 - APPLICANT/OWNERS: ASIAN DEVELOPMENT, LLC. - Request for an Extension of Time of an approved Site Development Plan Review (SDR-1914) FOR A FIFTEEN STORY OFFICE/RETAIL BUILDING WITH PARKING GARAGE on 3.08 acres adjacent to the north side of Deer Springs Way, approximately 330 feet west of Durango Drive (APN 125-20-201-015, 017 and 018), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

95. ZON-19691 - PUBLIC HEARING - APPLICANT/OWNER: JAMES L. POLLINS - Request for a Rezoning FROM: C-2 (GENERAL COMMERCIAL) TO: R-4 (HIGH DENSITY RESIDENTIAL) on 0.16 acres at 204 West Monroe Avenue (APN 139-27-111-068), Ward 5 (Williams). The Planning Commission (7-0 vote) and staff recommend APPROVAL
96. MSP-19558 - PUBLIC HEARING - APPLICANT: LAS VEGAS ATHLETIC CLUB - OWNER: JERMAC - Request to amend a previously approved Master Sign Plan (MSP-8319) TO ALLOW CHANNEL LETTERING WHERE VINYL LETTERING WAS PREVIOUSLY APPROVED; TO INCREASE THE ALLOWABLE SQUARE FOOTAGE PER TENANT SIGN FROM THE APPROVED 3 FEET X 12 FEET TO 3.5 FEET X 25 FEET, AND TO ADD AN ADDITIONAL TENANT SIGN TO THE EAST ELEVATION, BRINGING THE TOTAL TENANT SIGNS ON THAT SIDE TO FIVE WHERE THE APPROVAL SPECIFIED ONLY FOUR on 13.2 acres at 1725 North Rainbow Boulevard (APN 138-22-803-001), C-1 (Limited Commercial) Zone, Ward 5 (Williams). The Planning Commission (5-2 vote) and staff recommend APPROVAL
97. SUP-19568 - PUBLIC HEARING - APPLICANT: MOMOTARO SUSHI & SHABU SHABU BAR - OWNER: NP/I&G MONTECITO MARKETPLACE PHASE I, LLC - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER ON-SALE ESTABLISHMENT AND A WAIVER FROM THE 400-FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING PARK at 7160 North Durango Drive, Suite #140 (APN 125-20-510-021), TC (Town Center) Zone [MT-TC (Montecito - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

98. VAC-19526 - PUBLIC HEARING - APPLICANT/OWNER: THE ROMAN CATHOLIC BISHOP OF LAS VEGAS - Petition to vacate a 10-foot wide public right-of-way running between Maryland Parkway and Eleventh Street approximately 70 feet south of Oakey Boulevard, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
99. VAC-19586 - PUBLIC HEARING - APPLICANT/OWNER: VALLEY HEALTH SYSTEM, LLC - Petition to Vacate the Rose Street alignment and adjacent pedestrian easements south of Pinto Lane, Ward 5 (Williams). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 100.SDR-19629 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR THE PROPOSED EXPANSION OF AN EXISTING PUBLIC PARK on 7.31 acres at the southeast corner of Bradley Road and Grand Teton Drive (a portion of APN 125-13-501-009), C-V (Civic) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 101.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 (Williams). The Planning Commission (3-3 tie vote on a motion for approval) NO RECOMMENDATION. Staff recommends APPROVAL
- 102.VAR-18625 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: LE FERIA, LLC - Request for a Variance TO ALLOW 39 PARKING SPACES WHERE 95 PARKING SPACES ARE THE MINIMUM REQUIRED on 2.33 acres at 3851 Pennwood Avenue (APNs 162-07-702-002 and 003), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend DENIAL
- 103.SDR-19214 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: Le FERIA, LLC - Request for a Site Development Plan Review FOR AN EXISTING OFFICE, RETAIL AND MINI-STORAGE FACILITY DEVELOPMENT AND A WAIVER TO ALLOW A LANDSCAPE BUFFER WIDTH OF ZERO FEET WHERE 15 FEET IS THE MINIMUM REQUIRED ALONG THE RIGHT-OF-WAY on 2.33 acres at 3851 Pennwood Avenue (APNs 162-07-702-002 and 003), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend DENIAL
- 104.VAR-19098 - 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
- 105.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
- 106.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
- 107.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

- 108.ARC-20049 - ABEYANCE ITEM - 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
- 109.VAR-19282 - ABEYANCE ITEM - 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
- 110.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
- 111.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
- 112.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
- 113.SUP-13490 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: FIRST PRESBYTERIAN CHURCH OF LV NV - Appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1619 West Charleston Boulevard (APN 162-04-510-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 114.SUP-18314 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC - OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL - Request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN on 1.75 acres adjacent to the south side of Alexander Road, approximately 650 feet east of Cimarron Road (APN 138-09-501-003), C-V (Civic) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 115.SUP-18655 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA INC. - OWNER: BERKE ENTERPRISES, LTD., L.P. - Request for a Special Use Permit FOR A PROPOSED WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN at 1501 East Charleston Boulevard (APN 139-35-402-001), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 116.SUP-19296 - ABEYANCE ITEM - 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 (Williams). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

- 117.SDR-15747 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: TWIN LAKES BAPTIST CHURCH - Request for a Site Development Plan Review FOR A PROPOSED 31,126 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 8.55 acres at the northwest corner of Rainbow Boulevard and Westcliff Drive (a portion of APN 138-27-802-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 118.ZON-19616 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: A & A, INC. - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.33 acres at 401-403 South Sixth Street (APNs 139-34-710-007 and 008), Ward 3 (Reese). The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 119.VAR-20139 - PUBLIC HEARING - APPLICANT/OWNER: A & A, INC. - Request for a Variance TO ALLOW 11 PARKING SPACES WHERE 72 PARKING SPACES ARE THE MINIMUM REQUIRED on 0.33 acres at 401-403 South Sixth Street (APNs 139-34-710-007 and 008), R-4 (High Density Residential) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 120.SDR-19614 - PUBLIC HEARING - APPLICANT/OWNER: A & A, INC. - Request for a Major Amendment to an approved Site Development Plan Review (V-0016-83) FOR THE ADDITION OF 342 SQUARE FEET TO AN EXISTING RESTAURANT on 0.33 acres at 401-403 South Sixth Street (APNs 139-34-710-007 and 008), R-4 (High Density Residential) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 121.ZON-19680 - PUBLIC HEARING - APPLICANT/OWNER: LAS VEGAS RESCUE MISSION - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: M (INDUSTRIAL) on 0.15 acres on the southeast corner of "F" Street and Wilson Avenue (APN 139-27-301-002), Ward 5 (Williams). The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 122.SUP-19681 - PUBLIC HEARING - APPLICANT/OWNER: LAS VEGAS RESCUE MISSION - Request for a Special Use Permit FOR A RESCUE MISSION on the northeast corner of "F" Street and Bonanza Road (APN 139-27-301-002), R-4 (High Density Residential), C-2 (General Commercial) and M (Industrial) Zones [PROPOSED: C-2 (General Commercial) and M (Industrial) Zones], Ward 5 (Williams). The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 123.SDR-19679 - PUBLIC HEARING - APPLICANT/OWNER: LAS VEGAS RESCUE MISSION - Request for a Site Development Plan Review FOR A PROPOSED 10,771 SQUARE FOOT RESCUE MISSION AND WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARD TO ALLOW NO LANDSCAPING ALONG PORTIONS OF THE NORTH AND SOUTH PROPERTY LINES WHERE 15-FOOT WIDE LANDSCAPE BUFFERS ARE REQUIRED AND TO ALLOW NO LANDSCAPING ALONG THE EAST PROPERTY LINE WHERE AN EIGHT FOOT LANDSCAPE BUFFER IS REQUIRED on 1.82 acres on the northeast corner of "F" Street and Bonanza Road (APN 139-27-301-002), R-4 (High Density Residential), C-2 (General Commercial) and M (Industrial) Zones [PROPOSED: C-2 (General Commercial) and M (Industrial) Zones], Ward 5 (Williams). The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 124.SUP-19645 - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: ALECO ENTERPRISES, INC. - Request For A Special Use Permit FOR AN AUTO TITLE LOAN ESTABLISHMENT AND FINANCIAL INSTITUTION - SPECIFIED WITH A WAIVER TO ALLOW A DISTANCE SEPARATION OF 60 FEET FROM A RESIDENTIAL ZONED PROPERTY WHERE 200 FEET IS REQUIRED AND A WAIVER TO ALLOW A DISTANCE SEPARATION OF 100 FEET FROM AN EXISTING FINANCIAL INSTITUTION WHERE 1,000 FEET IS REQUIRED at 631 North Nellis Boulevard (APN 140-29-802-009), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 125.SDR-19648 - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: ALECO ENTERPRISES, INC. - Request for a Major Amendment to an approved Site Development Plan Review (Z-62-72) for a 1,500 SQUARE FOOT ADDITION WITH DRIVE-THRU TO AN EXISTING 2,009 SQUARE FOOT COMMERCIAL BUILDING WITHIN AN EXISTING SHOPPING CENTER on 4.56 acres at 631 North Nellis Boulevard (APN 140-29-802-009), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

- 126.SUP-19671 - PUBLIC HEARING - APPLICANT: ADVANCE GROUP, INC. DBA RAPID CASH - OWNER: NELLIS OWENS 48, LLC - Request For A Special Use Permit FOR AN AUTO TITLE LOAN ESTABLISHMENT AND A WAIVER TO ALLOW A DISTANCE SEPARATION OF 130 FEET FROM A RESIDENTIAL USE WHERE A MINIMUM OF 200 FEET IS REQUIRED at 5067 East Owens Avenue (APN 140-29-510-021), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 127.SDR-19352 - PUBLIC HEARING – APPLICANT/OWNER: GREYMOUTH, LLC - Request for a Site Development Plan Review FOR A PROPOSED 48-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 2.25 acres at 2380 Searles Avenue (APN 139-26-508-016), C-2 (General Commercial) Zone under Resolution of Intent to R-3 (Medium Density Residential) Zone, Ward 3 (Reese). NOTE: THIS APPLICATION HAS BEEN AMENDED FROM 48-UNITS TO 50-UNITS. The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 128.VAC-13850 - PUBLIC HEARING - APPLICANT/OWNER: WILLIAM LYON HOMES - Petition to Vacate public rights-of-way generally located west of the intersection of Horse Drive and Coke Street, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 129.TMP-18239 - PUBLIC HEARING - SMOKE RANCH/DECATUR II - APPLICANT: RICHMOND AMERICAN HOME - OWNER: SCHNIPPEL FAMILY TRUST - Request for a Tentative Map FOR A 65-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.19 acres adjacent to the southeast corner of Decatur Boulevard and Smoke Ranch Road (APN 139-19-101-002), R-1 (Single Family Residential) Zone under Resolution of Intent to R-PD8 (Residential Planned Development - 8 Units Per Acre) Zone [PROPOSED: R-PD12 (Residential Planned Development - 12 Units Per Acre) Zone], Ward 5 (Williams). The Planning Commission (4-3 vote) recommends DENIAL. Staff recommends APPROVAL
- 130.DIR-20734 - APPLICANT: JOCELYN NIXON - OWNER: ALTA DECATUR, LLC - Appeal of the Planning and Development Department interpretation of Title 19.16 regarding the discontinuation of a nonconforming tavern use located at 465 South Decatur Boulevard, Ward 5 (Williams). Staff recommends DENIAL

SET DATE

- 131.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

- 132.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

City of Las Vegas

**CITY COUNCIL MEETING
CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS**

April 18, 2007

9:00 AM

ADDENDUM:

- 72a. Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes, Nikita General LLC dba Goldilocks Salon and Day Spa, 2800 West Sahara Avenue, Suite 8B, Elena Iniakina, Mbr, 100% - Ward 1 (Tarkanian)

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

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

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark

12 day of April, 2007

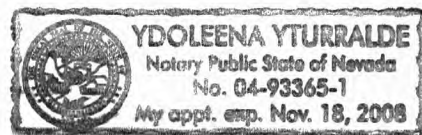
 **YDOLEENA YTURRALDE**
Notary Public State of Nevada
No. 04-93365-1
My appt. exp. Nov. 18, 2008

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark
SIGNATURE

12 day of April, 2007

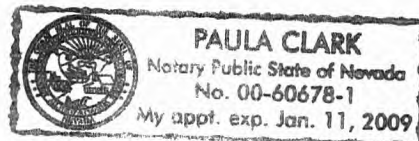

NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)
) ss
COUNTY OF CLARK)

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

Paula Clark
NOTARY PUBLIC in and for said County and State



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

SUBJECT:
CALL TO ORDER

Minutes:

MAYOR GOODMAN called the meeting to order at 9:04 a.m.

PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE, BROWN, WOLFSON, TARKANIAN, ROSS and WILLIAMS

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



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 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 18, 2007

SUBJECT:

INVOCATION - REVEREND CYNDI DeLONG, RELIGIOUS SCIENCE

Minutes:

REVEREND CYNDI DeLONG, Religious Science, gave the invocation.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

SUBJECT:
PLEDGE OF ALLEGIANCE

Minutes:
MAYOR GOODMAN led the audience in the Pledge.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

SUBJECT:

OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIALS – MAYOR;
COUNCILMAN, WARD 1; AND COUNCILMAN, WARD 3

Minutes:

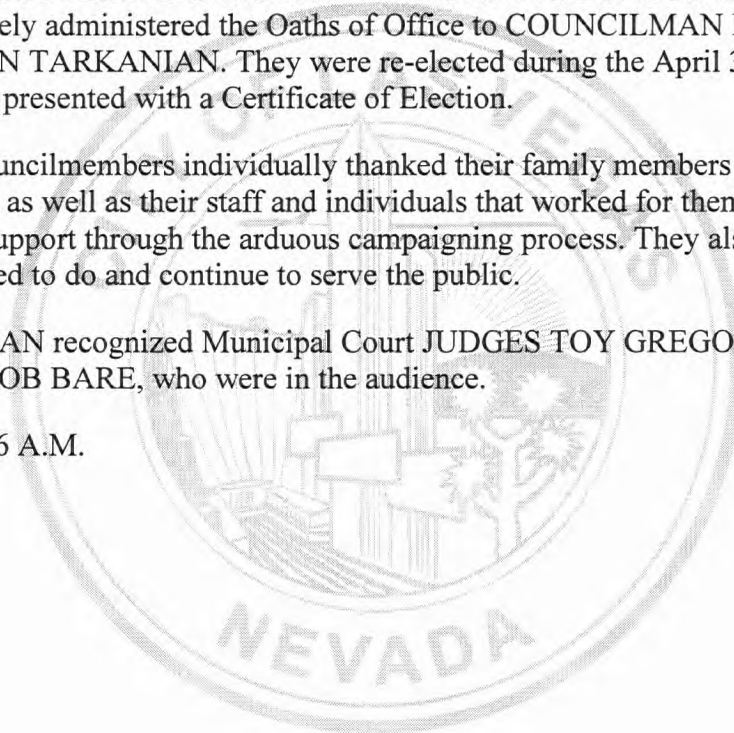
No motion required. The Oaths of Office were administered.

ACTING CITY CLERK BRIDGES administered the Oath of Office to MAYOR GOODMAN, who then successively administered the Oaths of Office to COUNCILMAN REESE and COUNCILWOMAN TARKANIAN. They were re-elected during the April 3, 2007, Primary Election. Each was presented with a Certificate of Election.

The Mayor and Councilmembers individually thanked their family members and close friends, who came forward, as well as their staff and individuals that worked for them during the election, for their support through the arduous campaigning process. They also vowed to do the job they were elected to do and continue to serve the public.

MAYOR GOODMAN recognized Municipal Court JUDGES TOY GREGORY, ELIZABETH KOLKOSKI and ROB BARE, who were in the audience.

RECESS: 9:28-9:36 A.M.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE EMPLOYEE OF THE MONTH

BACKUP DOCUMENTATION:

Submitted at meeting – copy of Certificates presented to Nancy Carlin and K9 Oscar

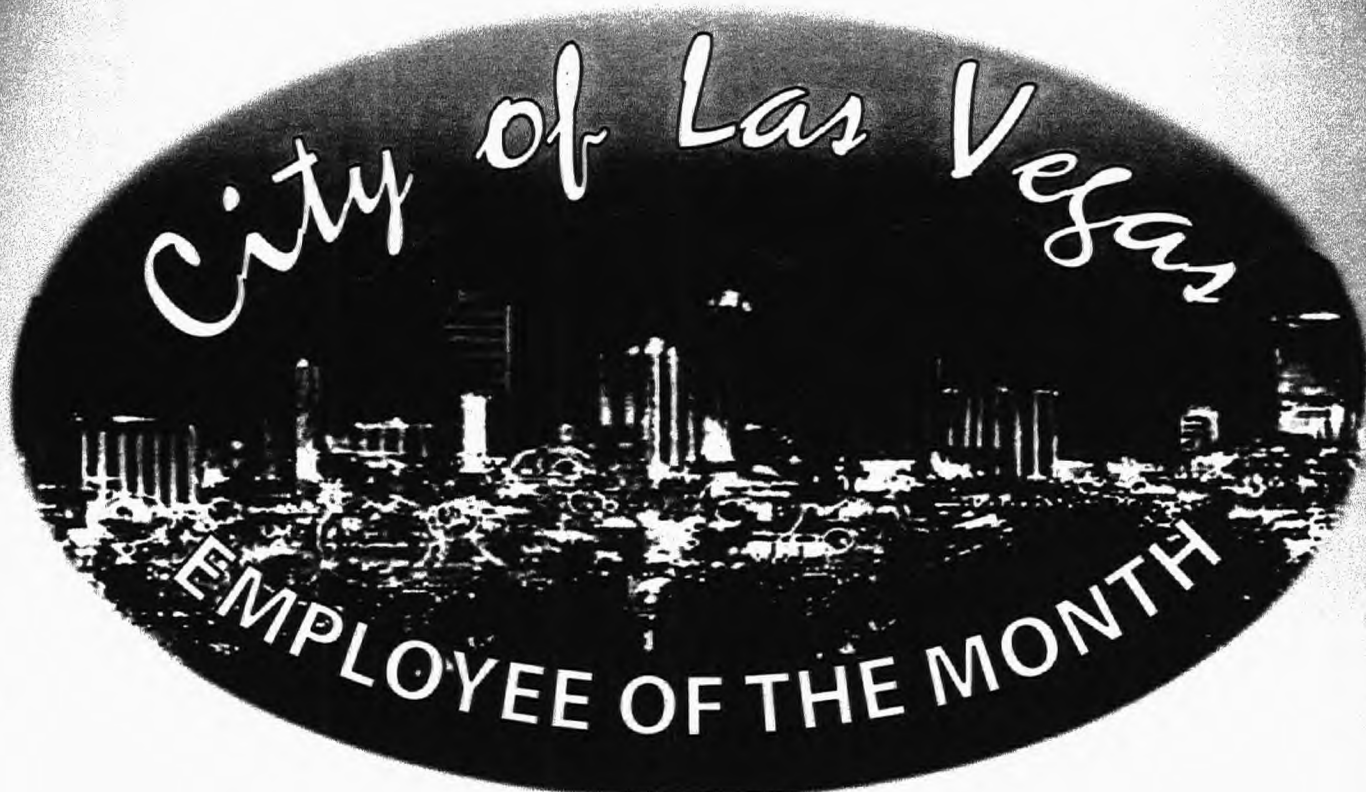
Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN called forward KAREN COYNE, Chief of Detention and Enforcement, to join him in recognizing NANCY CARLIN, Detention Officer, and OSCAR, MS. CARLIN's K-9 partner, as Employees of the Month for April 2007 for their dedication. In October 2006, MS. CARLIN and OSCAR took first place in the Detector Dog Competition at a national police dog seminar and competition. OFFICER CARLIN attended this competition utilizing her own time and funds, saving the City a lot of money. Also, OFFICER CARLIN recently completed a rigorous 10-week course and was certified as a master trainer. The extra training will greatly benefit the City. OFFICER CARLIN and OSCAR work extra long days and weekends to help their division and other agencies.

CHIEF COYNE commented that OFFICER CARLIN has a passion for her work, especially since she met OSCAR four years ago. Together, they have done a great job to maintain facilities. It has been an honor to serve with OFFICER CARLIN.

OFFICER CARLIN said OSCAR, who is six-years-old, came to her from Holland, and he is the best partner she has ever had. She thanked her husband for all his support while she was in training, as well as CHIEF COYNE.



Nancy Carlin

April 2007

HAS EXHIBITED OUTSTANDING PERFORMANCE THROUGH
PRODUCTIVITY, LEADERSHIP, INITIATIVE, OR ASSISTANCE TO
THEIR FELLOW EMPLOYEES AND THE CITIZENS OF LAS VEGAS



A handwritten signature in black ink, appearing to read "Sam Goldstein".

MAYOR

A handwritten signature in black ink, appearing to read "Douglas Selby".

CITY MANAGER

A handwritten signature in black ink, appearing to read "Elizabeth N. Fredwell".

DEPUTY CITY MANAGER

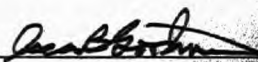


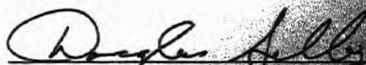
K9 Oscar

April 2007

HAS EXHIBITED OUTSTANDING PERFORMANCE THROUGH
PRODUCTIVITY, LEADERSHIP, INITIATIVE, OR ASSISTANCE TO
THEIR FELLOW EMPLOYEES AND THE CITIZENS OF LAS VEGAS




MAYOR


CITY MANAGER


DEPUTY CITY MANAGER

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

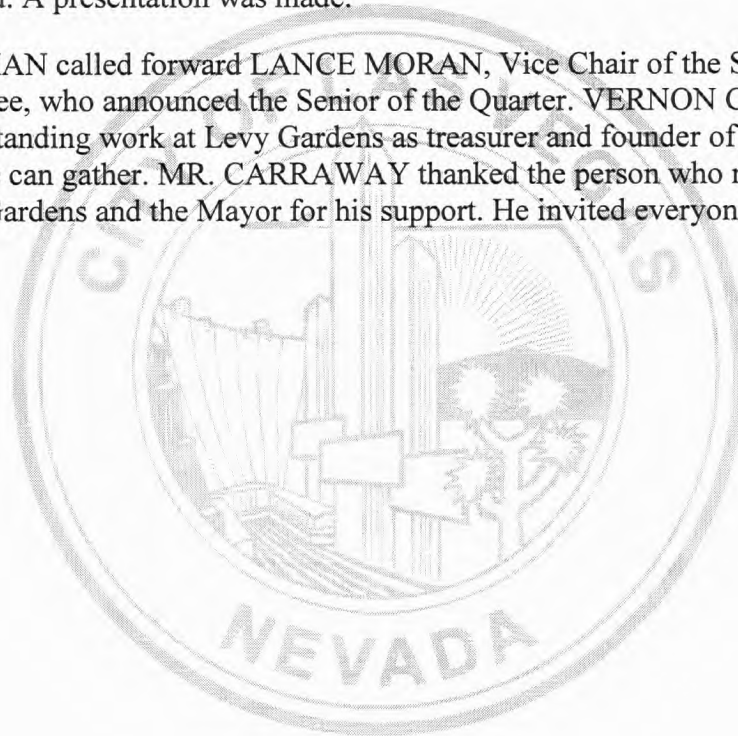
SUBJECT:
RECOGNITION OF THE SENIOR OF THE QUARTER

BACKUP DOCUMENTATION:
Submitted at meeting – copy of Certificate presented to Vernon Carraway

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN called forward LANCE MORAN, Vice Chair of the Senior Citizens Advisory Committee, who announced the Senior of the Quarter. VERNON CARRAWAY was chosen for his outstanding work at Levy Gardens as treasurer and founder of the Omelet Cafe, a place where people can gather. MR. CARRAWAY thanked the person who nominated him, the residents at Levy Gardens and the Mayor for his support. He invited everyone to the Cafe.





The Mayor and City Council in recognition of your outstanding community service
hereby present this award to

Vernon Carraway

This the 18th day of April two thousand and seven
with their sincere thanks and appreciation.

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross

Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda J. Williams (Interim)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF AMERICAN CITY QUALITY MONTH

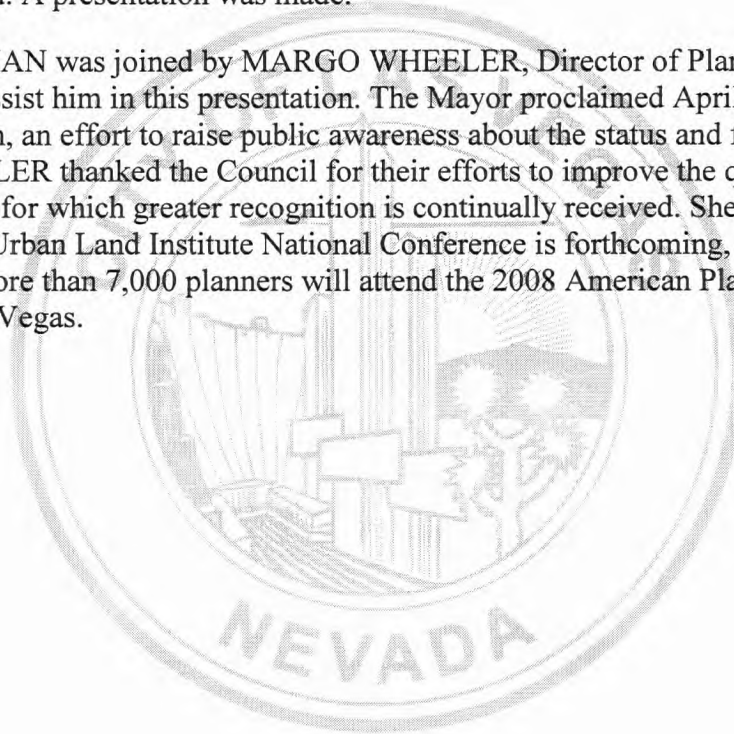
BACKUP DOCUMENTATION:

Submitted at meeting – copy of Proclamation declaring American City Quality Month

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN was joined by MARGO WHEELER, Director of Planning and Development, to assist him in this presentation. The Mayor proclaimed April 2007 as American City Quality Month, an effort to raise public awareness about the status and future of America's cities. MS. WHEELER thanked the Council for their efforts to improve the quality of life in the City of Las Vegas, for which greater recognition is continually received. She is proud to be a part of this effort. The Urban Land Institute National Conference is forthcoming, and she is inviting and hoping that, more than 7,000 planners will attend the 2008 American Planning Association Conference in Las Vegas.



From the office of the Mayor **Proclamation**

Whereas; city leadership and planning can help manage change in a way that provides sustainable choices for how people work and live; and

Whereas; the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

Whereas; the month of April is designated as American City Quality Month throughout the United States of America and its territories; and

Whereas; the American City Quality Foundation, in partnership with the National League of Cities, The U.S. Conference of Mayors and the American City Planning Director's Council, have designated April as American City Quality Month to focus attention on the status and future of American cities and to promote better city planning, design, development, management and action to improve our cities; now

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

American City Quality Month

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS 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.*

Oscar B. Goodman

HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

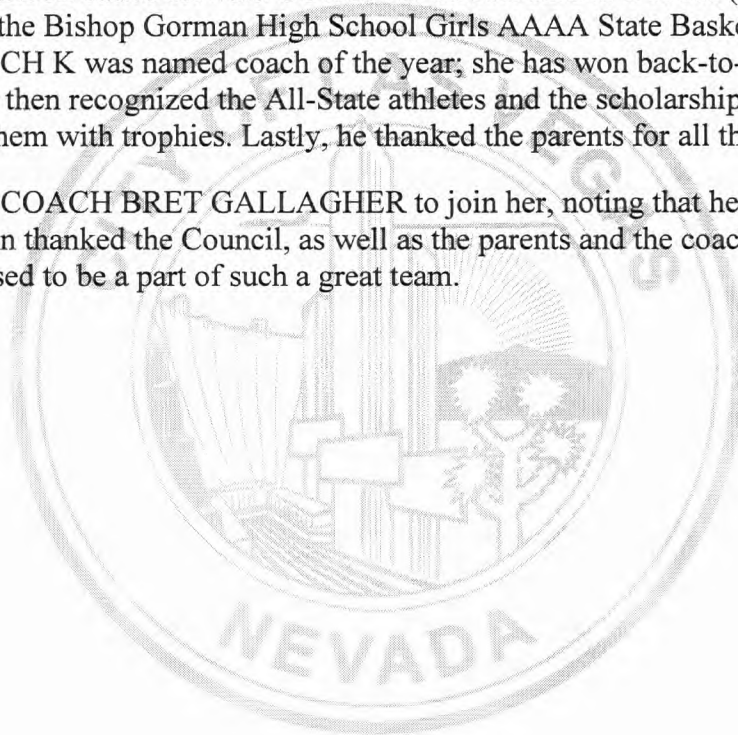
RECOGNITION OF THE BISHOP GORMAN HIGH SCHOOL GIRLS AAAA STATE BASKETBALL CHAMPIONS

Minutes:

No motion required. A presentation was made.

COUNCILMAN REESE called forward COACH SHERYL KRMPOTICH (known as COACH K) and recognized the Bishop Gorman High School Girls AAAA State Basketball champions. He noted that COACH K was named coach of the year; she has won back-to-back championships. He then recognized the All-State athletes and the scholarship athletes and presented each of them with trophies. Lastly, he thanked the parents for all their support.

COACH K invited COACH BRET GALLAGHER to join her, noting that he has been a great help to her. She then thanked the Council, as well as the parents and the coaches for their hard work. She felt blessed to be a part of such a great team.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF CITY GROUPS MEXICO VIVO AND THE RAINBOW COMPANY FOR EARNING GOVERNOR'S ARTS AWARDS

Minutes:

No motion required. A presentation was made.

COUNCILMAN REESE announced that each year the Nevada Arts Council, through the governor's office, issues an arts award recognizing outstanding and enduring contributions to Nevada through artistic achievements and service to the arts. Two of this year's award recipients were the Rainbow Company Youth Theater and Mexico Vivo. He asked the representatives of these two groups to come forward. He explained that the Rainbow Company Youth Theater is part of the Performing Arts Division of the City's Leisure Services department. It has been introducing youth to live theater for 30 years, producing five productions each year. The Company has earned prestigious acclaim locally, regionally and nationally. The recent Governor's award is another testament to this fabulous program. Mexico Vivo performs throughout the year at community events and festivals at the East Las Vegas Community Center/Senior Center. He thanked these two groups for their dedication and congratulated them on their awards.

On behalf of the founder, ISELA GUTIERREZ, of Mexico Vivo, an unidentified young lady thanked the Council and the people that are a part of Mexico Vivo Dance Company. She also gave special thanks to the City of Las Vegas for supporting the Company's cultural movement to share its folk dances and traditions.

An unidentified speaker for Rainbow Company invited the community to celebrate the Company's 30th anniversary June 2, 2007, at the Charleston Heights Arts Center. She thanked the Council, Leisure Services and the Performing Arts Division for their support.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE WINNERS OF THE BEST OF THE WEST LACROSSE
TOURNAMENT

BACKUP DOCUMENTATION:

Submitted at meeting – copies of the 25 Certificates of Accomplishment presented to Bonanza High School's Lacrosse team

Minutes:

No motion required. A presentation was made.

COUNCILMAN ROSS announced that the game of Lacrosse is the country's oldest sport; it was played by Native Americans since before the Spaniards came to this land. The Spaniards named it Lacrosse, because the sticks used in the game looked like crosses. The sport has been modernized, and it is now very popular. On March 2-4, 2007, the Best of the West Lacrosse Tournament took place in Las Vegas, with teams from the Western United States and Canada participating.

Correspondingly, COUNCILMEMBERS ROSS, BROWN and TARKANIAN recognized the members of the winning teams of the Best of the West Lacrosse Tournament: Junior Varsity Team - Myron Leavitt Middle School; Varsity Team - Myron Leavitt Middle School; and Bonanza High School. Each team member was given a Certificate of Accomplishment. A representative from each team presented the Council with gifts.

Also, COUNCILMAN ROSS called forward and recognized the coaches. He then commended the parents of the players for supporting the goals of their children. He encouraged everyone to attend next year's tournament, which will be held 2/29-3/2/2007. COUNCILMAN BROWN noted that Lacrosse is a game that requires many skills; therefore, youth of all sizes can participate. COUNCILWOMAN TARKANIAN remarked that the players put forth a lot of hard work.

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Gary Campo, Head Coach

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Rich Lombardo, Assistant Coach

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Mitchel Brandley

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Nick Campo

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Clint Covel

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Brandon Edgell

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Miles Fray

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council

Certificate of Accomplishment

Proudly presented to:

Tanner Garrett

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Caleb Grauberger

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council

Certificate of Accomplishment

Proudly presented to:

Garrett Hammack

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Steven Herman

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Eric Huggins

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Garrett Jackson

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Eric Jones

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Gavin Kakol

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Sunny Lim

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Spencer Muscelli

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Chaz Rapp

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council

Certificate of Accomplishment

Proudly presented to:

Jason Reil

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Matthew Sathrum

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

James Saycich

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council

Certificate of Accomplishment

Proudly presented to:

Patrick Shook

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Scott Thompson

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

Nathan Workman

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

The City of Las Vegas Mayor and City Council
Certificate of Accomplishment

Proudly presented to:

David Yoken

*The City of Las Vegas congratulates you on your wonderful achievements
in Lacrosse and taking Second place in the Best of the West Tournament
2007 and wishes you continued success in your future endeavors.*

April 18, 2007

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Steve Wolfson

Councilman Steven D. Ross



Councilman Larry Brown

Councilwoman Lois Tarkanian

Councilwoman Brenda Williams

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF NATIONAL AND GLOBAL YOUTH SERVICE DAY

BACKUP DOCUMENTATION:

Submitted at meeting – copy of Proclamation declaring National Youth Service Day

Minutes:

No motion required. A presentation was made.

COUNCILWOMAN TARKANIAN pointed out the incredible diversity and strength of the youth in the community. She then noted that the best basketball being played is by women. Even her husband, who was a basketball coach and did not believe in women playing basketball, completely changed his mind after watching some of the women teams in action.

COUNCILWOMAN TARKANIAN segued into recognizing National and Global Youth Service Day, which was created to campaign for education and public awareness to highlight the amazing contributions of youth. The negative headlines about youth concern those youth that are going in the opposite direction. Therefore, it is important to mention and bring attention to the positive accomplishments of the community's youth. She thanked the members of the local youth councils, as well as participants in other youth activities. Each of these youth created a poster, which were displayed throughout City Hall, to depict his/her accomplishments and hopes for the future, in an attempt to dispel any negative images and demonstrate the positive side of Las Vegas youth. She called forward LEVI CHAVEZ, President of the CATS Outreach Youth Council, who accepted a Proclamation declaring April 21, 2007, as National Youth Service Day in the City of Las Vegas.

MR. CHAVEZ, who was joined by MILO HALL, Vice President of CATS Outreach Youth Council, thanked the Council for giving youth councils the opportunity to post posters, which will hopefully help to change the perception of youth in Las Vegas.

ADDITIONAL RECOGNITIONS AND ANNOUNCEMENTS:

COUNCILWOMAN TARKANIAN welcomed the students attending the Clark County Community College High School Program. Six of the students would be sitting during the morning session with the Council members to observe the meeting, as part of a requirement of government class. The student representatives came forward as she called their names: LEXI HOLGUIN, TAYLOR COLE, VAS G. VAN, ANDRE ESCAMILLA, JOE ALEXANDER and ADRIANA PADRON.

Later in the meeting, since there was nothing to report under Item 54 (Emerging Issues), MAYOR GOODMAN, at the request of COUNCILMAN REESE, had the students identify themselves and outline their aspirations for the future.

CITY OF LAS VEGAS

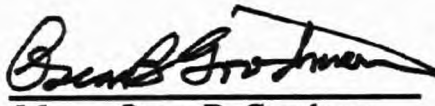
OFFICE OF THE CITY COUNCIL

Proclamation

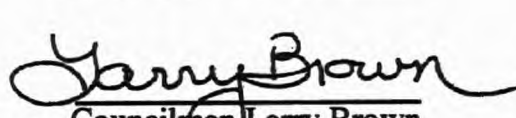
- Whereas;** It is the policy and pleasure of the Las Vegas City Council to mobilize youth to identify and address the needs of their community through service and to support youth on a life-long path of service and civic engagement throughout Las Vegas; and
- Whereas;** The city of Las Vegas recognizes the important contributions youth make to their community's welfare every day of the year through volunteer service; and
- Whereas;** Youth volunteer service contributes more than 2.4 billion hours each year and is worth more than \$34.3 billion to the U.S. economy.
- Whereas;** Youth who volunteer in their communities are more likely to be informed voters, be strong community advocates, and become engaged in a variety of civic activities
- Whereas;** Young people who volunteer are less likely to abuse drugs, alcohol, cigarettes or engage in destructive behavior and are more likely to do well in school, graduate, vote and be philanthropic; and
- Whereas;** Youth who volunteer respect others; are helpful and kind; understand people who are different from them; develop leadership skills, become more patient, and gain a better understanding of good citizenship; and
- Whereas;** The Volunteer Center of Southern Nevada is the instrumental agency for National Youth Service Day, a public awareness and education campaign highlighting the amazing contributions that young people make to their communities 365 days a year;
- Therefore;** NOW THEREFORE BE IT RESOLVED THAT THE Mayor and members of the Las Vegas City Council, do hereby recognize The Volunteer Center of Southern Nevada for their efforts, and proclaim Saturday, April 21, 2007 as

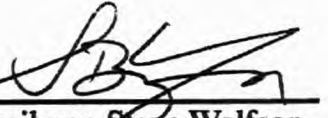
NATIONAL YOUTH SERVICE DAY

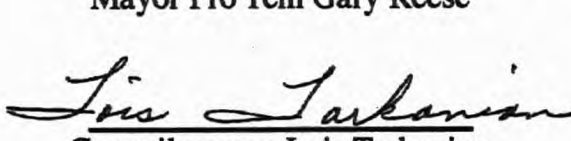
IN THE CITY OF LAS VEGAS
AND ASK ALL CITIZENS TO JOIN US IN THIS CELEBRATION

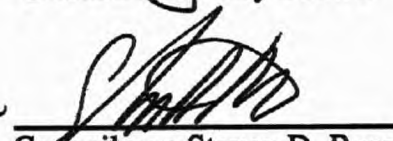

Mayor Oscar B. Goodman

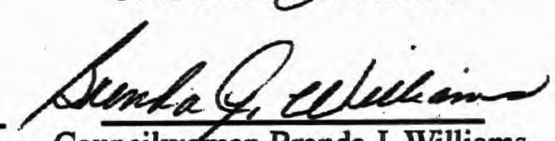

Mayor Pro Tem Gary Reese


Councilman Larry Brown


Councilman Steve Wolfson


Councilwoman Lois Tarkanian


Councilman Steven D. Ross


Councilwoman Brenda J. Williams

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

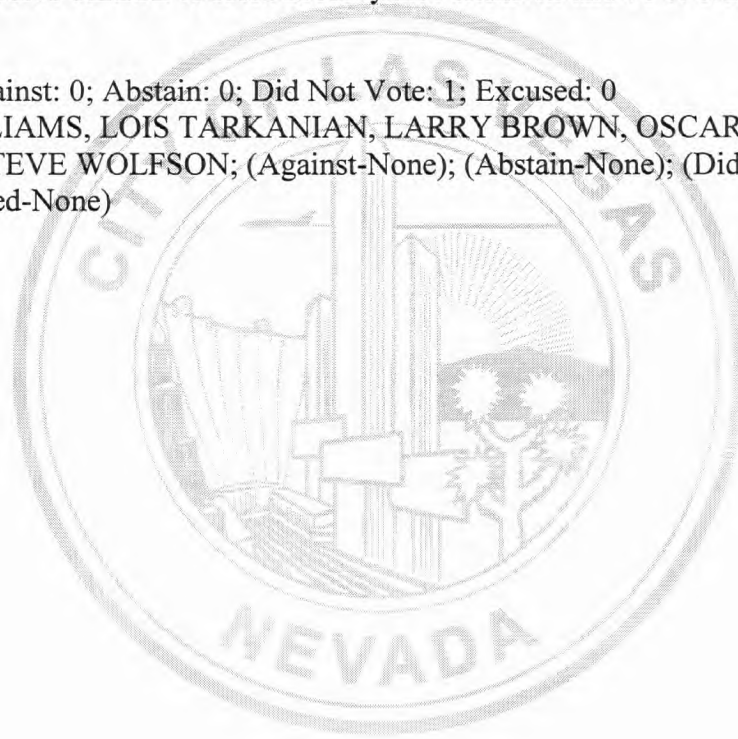
SUBJECT:

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 Hold in Abeyance Items 62 and 71 to 5/2/2007 and STRIKE Item 72

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0
BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-STEVEN
D. ROSS); (Excused-None)



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 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 21, 2007

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)



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Lease Agreement between the City of Las Vegas and Lutheran Social Services of Nevada for the lease of land from the City of Las Vegas for two modular spaces located at 741 Veterans Memorial Drive - Ward 5 (Williams)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The City is the owner of real property located at 741 Veterans Memorial Drive and Lutheran Social Services is the owner of two modular buildings situated on the City's real property. The City deems it to be in the public interest to assist in facilitating the activities of the administrative services for Lutheran Social Services. Direct client services will be precluded from provision on the Premises. The term shall be for a period of one year and may be renewed for one additional year by mutual written notification and consent.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Lease Agreement

Motion made by GARY REESE to Approve Items 15-53

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)

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease" or "Lease Agreement") is entered into this 18th day of April, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "City"), and LUTHERAN SOCIAL SERVICES OF NEVADA, a Nevada nonprofit corporation, (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, City is the owner of certain real property located at 741 Veterans Memorial and Lessee is the owner of two modular buildings situated on certain real property; and

WHEREAS, the City deems it to be in the public interest to assist in facilitating the activities of the administrative services of the Lessee, and for that purpose desires to lease to Lessee a portion of the property identified above, subject to the terms and conditions set forth below..

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. PREMISES.

City hereby leases to Lessee, and the Lessee leases from the City, the Premises (the "Leased Premises") that are more particularly described or illustrated in Exhibit "A," which is attached hereto and incorporated herein by this reference. In connection therewith, the City also grants to the Lessee reasonable access and parking in connection with the Leased Premises.

2. TERM.

2.1. Length of Term. The term of this Lease shall be for a period of (1) one year beginning on the Commencement Date as hereinafter defined the "Initial Term". Lessee may renew this Lease Agreement for one (1) additional year by mutual written notification and consent. This Lease may be terminated with or without cause by either party providing the other 90-day advance written notice of its intent to terminate. Lessee shall vacate the Leased Premises and remove both modular buildings from the land or deed the modular buildings to the City of Las Vegas.

2.2. Commencement Date. The Commencement Date for this Lease Agreement will begin on the first day of the first month following date first above written.

2.3 Execution Date. The Execution Date for this Lease Agreement is the date on which both parties have signed the agreement.

3. RENT.

Lessee agrees to pay to City rent in the amount of \$1.00 per year, payable in advance, for the use of the Leased Premises.

4. USE.

Lessee shall use the Leased Premises solely for the purpose of conducting its business, which is expressly limited to administrative services. Direct client services will be precluded from provision on the Premises. Lessee shall not use or permit the Premises to be used for any other purpose or purposes except with the prior written consent from the City.

5. MAINTENANCE.

Lessee shall maintain the Leased Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors or nuisances and will in all respects and at all times fully comply with health, safety and police regulations, including all laws, regulations, statutes or codes concerning the use, storage or maintenance of hazardous materials on the Premises. Lessee shall further not suffer or permit any person to commit any waste on the Property. Lessee shall be responsible for the cost of providing any and all maintenance and security for the Premises.

6. ALTERATIONS.

Lessee agrees not to alter the Leased Premises or construct any improvements thereon without the City's prior written consent. Any permanent improvements made to the Leased Premises by the Lessee shall remain with the Leased Premises upon termination of this Lease Agreement, unless otherwise agreed by the parties.

7. MECHANIC'S LIEN.

Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by City.

8. UTILITIES AND SERVICES.

Lessee shall provide and pay for all utilities and custodial services for the Leased Premises during the Lease term, including any and all telephone services, gas, electric, water, cable, garbage pick up, security alarms, security cameras, security guards, sewer, and any landscaping service that it may require.

9. ASSIGNMENT.

The Lessee shall not assign, transfer or sublet its interest (or any portion thereof) in the Leased Premises without the prior written consent of the City.

10. INDEMNITY.

Lessee hereby agrees to indemnify, defend and hold the City, its officers, agents and employees harmless from and against any liability, loss, damages, costs, claim, suit, lien, judgment or similar demand, or any expense related thereto, that may arise out or in connection with Lessee's use or occupancy of the Leased Premises or use of the access and parking rights connected therewith.

11. INSURANCE.

The Lessee agrees to procure and maintain comprehensive liability insurance, in a form and with an insurer acceptable to the City, with respect to the Lessee's use and occupancy of the Leased Premises, with a combined single limit of one million dollars (\$1,000,000.00) for any death, injury or damage to property. Such coverage shall name the City as an additional insured and shall not be revocable or capable of reduction except upon at least 60 days' written notice to the City. The Lessee also agrees to provide adequate fire and casualty coverage with respect to its interest in the modulars that occupy the leased premises.

12. MISCELLANEOUS PROVISIONS.

12.1. No Partnership. City does not by this Lease, in anyway or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise. The provisions of this Lease relating to percentage rent are included solely for the purpose of providing a method whereby rent is to be measured and ascertained.

12.2. Force Majeure. City shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond City's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

12.3. No Waiver. Failure of City to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by City.

12.4. Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be addressed; (a) if to City, at the place specified for payment of rent and the addresses set forth below and (b) if to Lessee, either at the Premises, at the current address for Lessee as set forth below which is known to City. Either party may designate such other address as shall be given by written notice.

To City: City of Las Vegas
 Attn: Real Estate and Utilities Superintendent
 400 Stewart Ave., 4th Floor
 Las Vegas, Nevada 89101
 (702) 229-1021 phone
 (702) 466-4522 fax

With additional copies to:

 City of Las Vegas
 City Manager's Office
 400 East Stewart Ave., 8th Floor
 Las Vegas, Nevada 89101
 (702) 229-6629
 (702) 388-1807 fax

To Lessee: Lutheran Social Services of Nevada
 P.O. Box 1360
 Las Vegas, Nevada 89125-1360
 (702) 639-1730 phone
 (702) 639-1736 fax

12.5. Recording. Lessee shall not record this Lease or a memorandum thereof without the written consent of City.

12.6. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to person or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

12.7. Broker's Commissions. Lessee represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify City against and hold it harmless from all liabilities arising from such claim, including any attorney's fees connected therewith.

12.8. Provisions Binding. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their representatives, heirs, successors and assigns.

12.9. Entire Agreement. This Lease, including any exhibits attached hereto, sets forth the entire agreement between the parties. Any prior conversations or writings concerning the Leased Premises are merged herein and extinguished.

13. AUTHORITY OF SIGNATORIES.

Each person executing this Lease individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise) and that this Lease is binding upon said entity in accordance with its terms.

14. DISCLOSURE OF PRINCIPALS.

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Lessee warrants that it has disclosed on the form attached as Exhibit "B", all principals and partners of LUTHERAN SOCIAL SERVICES OF NEVADA, a Nevada Nonprofit Corporation, as well as all persons and entities holding more than a one percent (1%) interest in LUTHERAN SOCIAL SERVICES OF NEVADA, a Nevada Nonprofit Corporation, or any principal of LUTHERAN SOCIAL SERVICES OF NEVADA, a Nevada Nonprofit Corporation. Throughout the term hereof, LUTHERAN SOCIAL SERVICES OF NEVADA, a Nevada Nonprofit Corporation, shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

...

...

15. MODIFICATIONS OR AMENDMENTS.

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

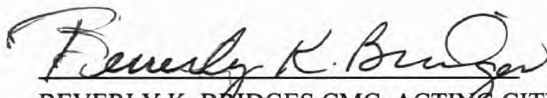
GUARANTEED:

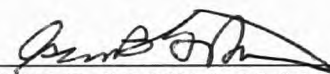
FOR VALUE RECEIVED, the undersigned hereby unconditionally guarantees the prompt and faithful execution and performance by Lessee of all of the obligations of Lessee set forth within this Lease and any modifications of said Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year set forth above.

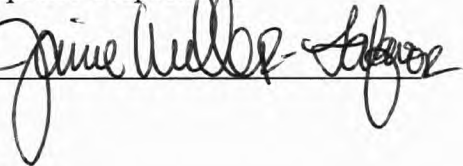
ATTEST:

"City" CITY OF LAS VEGAS

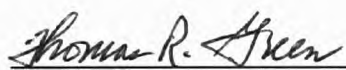

BEVERLY K. BRIDGES CMC, ACTING CITY CLERK

By 
OSCAR B GOODMAN, MAYOR

"Lessee" LUTHERAN SOCIAL
SERVICES OF NEVADA, a Nevada
Nonprofit Corporation

By 

APPROVED AS TO FORM:

 3/28/07
DEPUTY CITY ATTORNEY/DATE
Thomas R. Green



Site Map

Legend

- Street Centerline
- Parcels
- Building Footprints
- City of Las Vegas

Facilities Management
Real Estate & Utilities



3/20/07

EXHIBIT "B"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	Contracting Entity
Name Lutheran Social Services of Nevada	
Address P.O. Box 1360 Las Vegas, NV 89125	
Telephone 702-639-1730 ext.11	
EIN or DUNS 86-0845241 or 86-812-8331	

Block 2	Description
Subject Matter of Contract/Agreement	
Lease Agreement	
RFP#	

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Nonprofit 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.			
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: ____.

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

Jaime Weller-Lefavor

 Name

MARCH 29, 2007

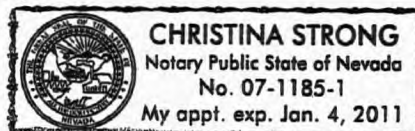
 Date

State of Nevada
 County of Clark

Subscribed and sworn to before me this *29th* day of

March *2007* by *Jaime Weller-Lefavor*
Christina Strong

 Notary Public



LUTHERAN SOCIAL SERVICES OF NEVADA**Business Entity Information**

Status:	Active	File Date:	12/20/1996
Type:	Domestic Non-Profit Corporation	Corp Number:	C26353-1996
Qualifying State:	NV	List of Officers Due:	12/31/2007
Managed By:		Expiration Date:	

Resident Agent Information

Name:	LIONEL SAWYER & COLLINS, LTD	Address 1:	300 SOUTH FOURTH STREET
Address 2:	#1700	City:	LAS VEGAS
State:	NV	Zip Code:	89101
Phone:		Fax:	
Email:		Mailing Address 1:	
Mailing Address 2:		Mailing City:	
Mailing State:		Mailing Zip Code:	

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers☐ Include Inactive Officers**Treasurer - GARY HECKMANN**

Address 1:	9325 W DESERT INN RD #104	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Active	Email:	

President - GARY LENKEIT

Address 1:	272 GREAT DUKE AVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89123	Country:	
Status:	Active	Email:	

Secretary - HELEN SMITH

Address 1:	26 QUAIL HOLLOW DR	Address 2:	
City:	HENDERSON	State:	NV
Zip Code:	89014	Country:	
Status:	Active	Email:	

Director - JAIME WELLER-LAFAVOR

Address 1:	4025 AMBERDALE AVE	Address 2:	
City:	NORTH LAS VEGAS	State:	NV
Zip Code:	89031	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Incorporation		
Document Number:	C26353-1996-001	# of Pages:	2
File Date:	12/20/1996	Effective Date:	
(No Notes for this action)			

Action Type:	Annual List	
Document Number:	C26353-1996-010	# of Pages: 1
File Date:	01/19/1998	Effective Date:
(No Notes for this action)		
Action Type:	Amendment	
Document Number:	C26353-1996-003	# of Pages: 4
File Date:	06/09/1998	Effective Date:
CERTIFICATE OF AMENDMENT FILED, ARTICLE 11 (IRS)& VI (POWERS) - 4 PGS BMC		
Action Type:	Annual List	
Document Number:	C26353-1996-009	# of Pages: 2
File Date:	12/05/1998	Effective Date:
(No Notes for this action)		
Action Type:	Annual List	
Document Number:	C26353-1996-011	# of Pages: 2
File Date:	12/21/1999	Effective Date:
(No Notes for this action)		
Action Type:	Annual List	
Document Number:	C26353-1996-008	# of Pages: 1
File Date:	12/15/2000	Effective Date:
(No Notes for this action)		
Action Type:	Annual List	
Document Number:	C26353-1996-006	# of Pages: 1
File Date:	10/17/2001	Effective Date:
(No Notes for this action)		
Action Type:	Annual List	
Document Number:	C26353-1996-007	# of Pages: 1
File Date:	01/03/2002	Effective Date:
(No Notes for this action)		
Action Type:	Annual List	
Document Number:	C26353-1996-005	# of Pages: 2
File Date:	01/27/2003	Effective Date:
(No Notes for this action)		
Action Type:	Annual List	
Document Number:	C26353-1996-012	# of Pages: 2
File Date:	05/08/2003	Effective Date:
(No Notes for this action)		
Action Type:	Annual List	
Document Number:	C26353-1996-004	# of Pages: 2
File Date:	03/26/2004	Effective Date:
(No Notes for this action)		
Action Type:	Annual List	
Document Number:	C26353-1996-002	# of Pages: 2
File Date:	12/23/2004	Effective Date:
List of Officers for 2004 to 2005		
Action Type:	Annual List	
Document Number:	20050638354-06	# of Pages: 2
File Date:	12/22/2005	Effective Date:
(No Notes for this action)		
Action Type:	Annual List	
Document Number:	20060830933-14	# of Pages: 2
File Date:	12/26/2006	Effective Date:
(No Notes for this action)		

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right-of-Entry previously on record and continue to allow Nevada Power Company access to the site for electrical systems needs located at 7151 Oso Blanca Road commonly known as Mountain Ridge Park, APN 125-20-501-002 - Ward 6 (Ross)

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 facilities needs.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

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

Motion made by GARY REESE to Approve Items 15-53

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: 125-20-501-002

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 as lessee of that Recreation or Public Purposes Lease with the Bureau of Land Management (Lessor) known as N-56125, 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, switches, capacitors 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 Northeast Quarter (NE1/4) of Section 20, Township 19 South, Range 60 East, M.D.B.&M., more particularly described as follows:

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

RW# 0099-07rbt WO# 174437 (CLV Comm Site)

THIS GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK 20051011 AS DOCUMENT NO. 06034 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

The Grantor(s) retain(s) the right to fence, plant, pave, maintain, or improve and to so use said parcel(s) for their 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.

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

APN: 125-20-501-002

CITY OF LAS VEGAS

BY: OSCAR B. GOODMAN
TITLE: MAYOR

APPROVED AS TO FORM

Thomas R. Green 3/30/07
DEPUTY CITY ATTORNEY
Thomas R. Green

ATTEST:

BEVERLY K. BRIDGES, CMC
ACTING CITY CLERK

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20____, before me,
_____, a Notary Public, personally appeared
_____, personally
known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) who executed the within instrument as _____
_____ on behalf of _____

the corporation, partnership, limited liability company therein named,
and acknowledged to me that the corporation, partnership, limited liability
company executed it.

Notary Public

Notary Seal:

RATIFIED AND CONFIRMED

JAMES R. SAAVEDRA
MANAGER OF LAND SERVICES

RW# 0099-07rbt WO# 174437 (CLV Comm Site)

EXHIBIT A

That portion of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 20, Township 19 South, Range 60 East, M.D.B.&M., more particularly described as follows:

Centerline No. 1:

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

COMMENCING at the Northeast corner of said Section 20, thence along the east line thereof South 00°16'04" West a distance of 341.83 feet to a point; thence leaving said east line North 89°43'56" West a distance of 383.13 feet to the POINT OF BEGINNING;
thence South 36°00'25" East a distance of 140.73 feet to a point;
thence South 26°34'38" East a distance of 46.42 feet to a point;
thence South 30°32'17" East a distance of 38.78 feet to a point;
thence South 36°21'13" East a distance of 354.78 feet to a point;
thence South 00°14'33" West a distance of 300.57 feet to a point;
thence South 08°28'10" West a distance of 25.44 feet to a point;
thence North 89°27'18" West a distance of 3.88 feet to a point hereinafter called Point "A";
thence continuing North 89°27'18" West a distance of 4.75 feet to the POINT OF ENDING.

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

Centerline No. 2:

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

**BEGINNING at the above described Point "A", thence South 18°30'04" West a distance of 25.93 feet to a point;
thence South 40°25'04" West a distance of 37.27 feet to a point;
thence North 70°18'37" West a distance of 5.86 feet to a point;
thence North 21°59'40" West a distance of 8.52 feet to a point;
thence North 04°29'25" West a distance of 7.08 feet to the POINT OF
ENDING.**

The sideline boundaries of said strip are to be lengthened or shortened so as to meet at all angle points and end in the cell site on said land.

BASIS OF BEARINGS

SOUTH 00°16'04" WEST BEING THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN BY A MAP THEREOF ON FILE IN FILE 119, PAGE 2 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

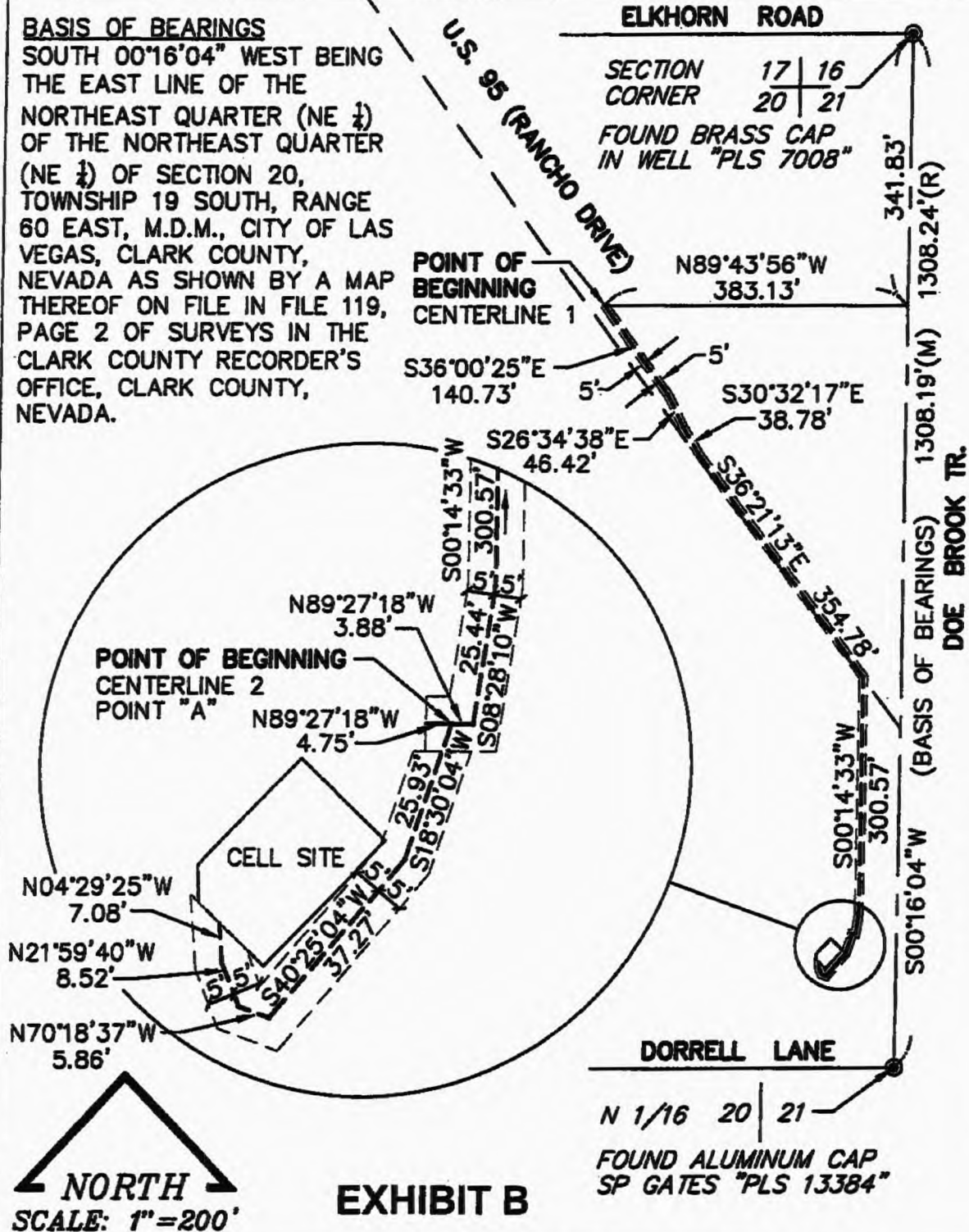


EXHIBIT B

NEVADA POWER.	NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151, 6226 WEST SAHARA AV., (702) 367-5000		
TITLE: CLV COMM SITE OSO BLANCO DR. & DURANGO DRIVE	DESCRIPTION: EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION	SEC:20 T:19 S R:60 E SURVEYOR: GE/TN DRAWN BY: RH CHECKED BY: AJ	DATE: 1-18-06 PROJECT ID: 174437

20051011-0006034

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

10/11/2005 15:17:10
T20050186942

Requestor:
NEVADA POWER COMPANY

Frances Deane SUO
Clark County Recorder Pgs: 2

APN: 125-20-501-002, 125-20-501-003
125-20-599-001 thru 003 & 004

WHEN RECORDED MAIL TO:
Land Services MS 9
Nevada Power Company
P.O. Box 98910
Las Vegas, NV 89151-0001

RIGHT OF ENTRY

I (We) **CITY OF LAS VEGAS** as lessee of that Recreation or Public Purposes Lease with the Bureau of Land Management (Lessor) known as N-56125, for and in consideration of One Dollar (\$1.00) receipt of which is hereby acknowledged, do hereby grant and convey to **NEVADA POWER COMPANY**, its successors and/or assigns and/or their agents and/or contractors the right to enter in and upon said grantor's land described as the **Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 20, Township 19 South, Range 60 East, M.D.M., Clark County, Nevada**, for the purpose of constructing, installing, energizing and maintaining electrical facilities over, under, across and upon those portions of said premises, as delineated and drawn on Nevada Power Company Work Request Number: 174437 ROE: 272-04km Job Name: CLV Comm Site

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

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

WITNESS my (our) hand(s) this 7 day of September, 2004.

CITY OF LAS VEGAS

BY: David Roach
TITLE: manager, REAM

BY: _____
TITLE: _____

COPY

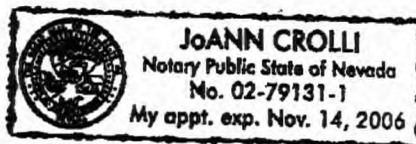
STATE OF Nevada,
COUNTY OF Clark

On this 9th day of September, 2004, before me, a Notary Public,
personally appeared - David Roark -,
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 Real Estate Manager, on
behalf of the CITY OF LAS VEGAS and acknowledged to me that the CITY OF LAS VEGAS
executed it.

JoAnn Crolli
Notary Public

Notary Statement and/or Seal

ROE (B-2001 version)
Revised ROE 01/22/01
WO# 174437 ROE: 272-04km



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Reciprocal Right-of-Way Agreement between the City of Las Vegas and Longford Medical Center LLC, for multi-use trail segments located near Washington Avenue and Buffalo Drive - Ward 1 (Tarkanian)

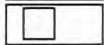
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This is part of the Multi-use Regional Trail System being implemented across the Las Vegas Valley. The Reciprocal Right-of-Way Agreement will enable the city to provide a trail system within Longford Medical Center, LLC, property. All trails are to be privately maintained by Longford Medical Center, LLC.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Reciprocal Right-of-Way Agreement
2. Site Map

Motion made by GARY REESE to Approve Items 15-53

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: 138-27-312-005
138-27-301-003
138-27-301-020

Recording Requested By
And When Recorded Mail To
City of Las Vegas
Real Estate Section
400 Stewart, 4th Floor
Las Vegas, NV 89101

NO DOCUMENTARY TRANSFER TAX REQUIRED

RECIPROCAL RIGHT-OF-WAY AGREEMENT

THIS RECIPROCAL RIGHT-OF-WAY AGREEMENT ("ROW Agreement") is made and entered into this _____ day of _____, 2007, by and between the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada (the "City"), and **LONGFORD MEDICAL CENTER, LLC**, a Nevada limited liability company (formerly known as Buffalo Washington, LLC, but amended to Longford Medical Center, LLC in an Amendment to Articles of Organization filed Dec. 12, 2003 with the Nevada Secretary of State, LLC 2408-01), and its successors and assigns permitted hereunder (collectively, "Developer").

RECITALS

WHEREAS, City owns certain real property that is commonly known as the Right-of-Way of Summerlin Parkway recorded as R-O-W document 20030131:04699 (the "Summerlin Parkway ROW"); and the City further owns the drainage channel right-of-way between two parcels of land owned by Developer, which parcels have been developed into the Longford Medical Center located at 7455 W. Washington Ave., Las Vegas, NV 89128, said right-of-way being recorded as R-O-W document 890911:00580 (the "Drainage Channel ROW"); and

WHEREAS, Pursuant to conditions imposed at the Site Development Plan Review for the Longford Medical Center Office Building, approved at the City's March 27, 2003 Planning Commission meeting under SDR 1830, Developer was required to construct portions of a multi-use trail to meet the requirements of the Master Plan Transportation Trails Element; and Developer was further allowed to construct a driveway over the City's existing drainage channel in the Drainage Channel ROW, along with the portion of the trail to be located in said ROW; and

WHEREAS, the parties hereto intend, by this ROW Agreement, to evidence the grant to the City by Developer of a right-of-way over and through the private property of Developer for portions of the multi-use trail to be constructed and maintained by Developer for use by members of the general public, and to evidence the reciprocal grant to Developer by the City of a right-of-way over the Drainage Channel ROW area for construction and maintenance of the

driveway and multi-use trail over the Drainage Channel ROW, and over a portion of the Summerlin ROW for construction and maintenance of a further portion of the multi-use trail;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual benefits to the parties and to the public that will result from these reciprocal rights-of-way, the parties hereto do agree as follows:

1. **RIGHT-OF-WAY TO THE DEVELOPER FOR DRIVEWAY AND MULTI-USE TRAIL SEGMENTS:** The City hereby grants a right-of-way to Developer to enter onto, construct and maintain the Driveway and Multi-Use Trail 1 segment over the City's Drainage Channel ROW, and Multi-Use Trail 3 segment over the Summerlin Parkway ROW, all as fully described and depicted in the legal descriptions and associated maps of survey for Trail 1 and Trail 3 respectively, attached hereto and incorporated herein by reference. Trail 1 and Trail 3 shall be open for use by members of the general public, while the driveway portion may be used as the private driveway for the Longford Medical Center.

2. **RIGHT-OF-WAY TO CITY:** The Developer hereby grants a right-of-way to the City over and through the private property of the Developer for the Trail 2 segment as fully described and depicted in the legal description and associated map of survey for Trail 2, attached hereto and incorporated herein by reference, which trail segment is to be constructed and maintained by Developer for use by members of the general public.

3. **NATURE OF RIGHTS-OF-WAY:** These rights-of-way allow access to the Developer and the general public to the areas described above for the purposes indicated, and shall not be deemed to transfer any property interest of City or Developer in and to the right-of-way areas. The rights-of-way are subject to termination as provided in Paragraph 9 herein, otherwise shall continue in perpetuity.

4. **TERM:** This ROW Agreement shall become effective on the date it is filed and recorded at the Office of the County Recorder of Clark County, Nevada, and shall remain in effect in perpetuity unless the same is terminated in accordance with Paragraph 9 hereof, at which time all of the rights that are enjoyed by the City or Developer by virtue of this ROW Agreement shall cease except as City and Developer may otherwise agree in writing.

5. **REPAIRS AND MAINTENANCE:** Developer, at its sole cost and expense, shall maintain the Driveway and Multi-Use Trail segments designated as Trail 1, Trail 2, and Trail 3 herein and the landscaping within and adjacent to said areas, in good repair and in a clean, good, and safe condition at all times during the existence of this ROW Agreement, and with respect to the trail segments, in accordance with the requirements of SDR 1830.

6. **COMPLIANCE WITH LAWS AND REGULATIONS:** Developer shall comply with all current and subsequently enacted Federal, State, and local laws and regulations, including, but not limited to, building and related statutes, ordinances, codes, orders, resolutions, and rules (collectively, the "Codes"), concerning Developer's construction, maintenance, and use of the right-of-way areas throughout the existence of this ROW Agreement. The failure of

Developer to comply with any conditions of its development or of any Codes or any provision of this ROW Agreement shall constitute a default hereunder.

7. **TERMINATION:** Any right-of-way or access rights granted herein are subject to termination in the event of any default of this ROW Agreement or in the event circumstances beyond the control of the parties prevent the particular right-of-way area from being utilized for the purpose described herein. In the event of default by either party, the other party shall provide the party in default with a Notice setting forth a complete description of the matters constituting the default together with the actions that must be taken and the reasonable timeline for such actions to cure the default. The defaulting party shall thereafter have 30 days to respond to such Notice and to cure such default if the default can with reasonable diligence be cured within that period, and if not, the defaulting party shall begin to take such actions within such period and shall diligently pursue such actions until the default is cured. If the default cannot be cured by taking reasonable actions, the defaulting party shall respond to the Notice within the 30 day period explaining the cause of the default and proposing a resolution to the default. The parties shall diligently attempt to resolve the matters constituting default, and in the event no resolution is reached, the complaining party may seek resolution in the Eighth Judicial District Court, Clark County, Nevada. The standard to be applied in determining whether a particular right-of-way should be terminated is whether the original objectives of both parties can be achieved by implementing a cure. In the event a cure can be fashioned that preserves the intent and purposes of the parties, the cure shall be implemented and the right-of-way maintained.

8. **NOTICES:** Any notice given under this Right-Of-Way shall be delivered in person or mailed to the parties and addresses listed below:

To City: City of Las Vegas
City Manager's Office
400 Stewart Avenue
Las Vegas, Nevada 89101

To Developer: Longford Medical Center, LLC
~~7455 W. Washington Ave.~~ c/o Longford Properties Management,
~~Las Vegas, NV 89138~~ LLC, Manager
3077 E. Warm Springs Road
Las Vegas, NV 89120

9. **BINDING UPON SUCCESSORS:** The rights-of-way granted by this ROW Agreement shall run with the ownership of the Developer's and City's property respectively and shall be binding upon any subsequent owner, assign, and transferee of, and any successor in interest to such right-of-way areas. Such obligations may only be enforced against City by the Developer or its successors to the ownership of such right-of-way areas, including but not limited to any Commercial Owners' Association having control over such areas. No individual or commercial unit owner or group of such owners, other than the Commercial Owners' Association shall have any standing whatsoever to allege, file or pursue any claim against City, with respect to this ROW Agreement. City may enforce this ROW Agreement through either the Developer or its successors to the ownership or control of the right-of-way areas, and any such action shall be binding upon any commercial unit owners in Longford Medical Center. Nothing

in any Covenants, Conditions and Restrictions of Longford Medical Center shall in any way affect this ROW Agreement.

10. RECORDATION: This ROW Agreement shall be filed and recorded in the Office of the County Recorder of Clark County, Nevada

11. PARAGRAPH HEADINGS: The paragraph headings appearing herein are for convenience of reference only and shall not be construed as defining, limiting, or extending the scope or intent of the paragraphs to which they pertain.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this ROW Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

ATTEST:

By _____
Oscar B. Goodman, Mayor

_____, Deputy City Clerk

Approved as to form:

Thomas R. Green 2/6/07
Deputy City Attorney Date
Thomas R. Green

LONGFORD MEDICAL CENTER, LLC,
a Nevada limited liability company
Management, LLC

By: Longford Properties, ~~Inc.~~, a Nevada
~~corporation~~; its Manager
limited liability company

By: _____
Name: ~~Chris Murtagh~~ Mark Janz
Its: ~~Division President~~
Manager

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on the ____ day of _____, 2007, by Chris Murtagh, Division President of Longford Properties, Inc., Manager of Longford Medical Center, LLC.
SEE ATTACHED

(Signature of notarial officer)
My Commission Expires: _____

STATE OF NEVADA

COUNTY OF CLARK

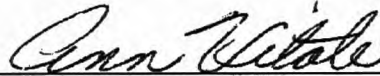
This instrument was acknowledged before me on the ____ day of _____, 2007, by Oscar B. Goodman as Mayor of the City of Las Vegas, a municipal corporation of the State of Nevada.

(Signature of notarial officer)
My Commission Expires: _____

STATE OF NEVADA }

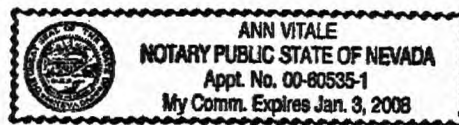
COUNTY OF CLARK }

This instrument was acknowledged before me on the 29th day of March, 2007, by Mark Janz, Manager of Longford Properties Management, LLC, Manager of Longford Medical Center, LLC.



NOTARY PUBLIC

My Commission Expires:





WRIGHT
ENGINEERS
JOB NO: CN23118
DATE: April 7, 2006
BY: JRP
PR BY: RRH
PAGE 1 OF 2

7425 Peak Drive
Las Vegas, Nevada 89128
(702) 933-7000
Fax (702) 933-7001



EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND LOCATED WEST OF TENAYA WAY AND SOUTH OF WASHINGTON AVENUE.

**LEGAL DESCRIPTION
DRIVEWAY AND MULTI-USE TRAIL
TRAIL 1**

THAT PORTION OF THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SIXTEENTH CENTER SECTION CORNER OF SAID SECTION 27; THENCE SOUTH 89°35'28" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) COINCIDENT WITH THE CENTERLINE OF WASHINGTON AVENUE, 50.01 FEET; THENCE SOUTH 00°51'28" EAST DEPARTING SAID NORTH LINE, 40.01 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WASHINGTON AVENUE SAME BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°51'28" EAST ALONG THE EAST LINE OF THE PUBLIC RIGHT-OF-WAY GRANTED PER DOCUMENT 890911:00580, 631.61 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL MAP RECORDED AS FILE 106, PAGE 20, CLARK COUNTY OFFICIAL RECORDS; THENCE NORTH 89°35'41" WEST ALONG SAID NORTH LINE OF SAID PARCEL MAP, 50.01 FEET; THENCE NORTH 00°51'28" WEST DEPARTING SAID NORTH LINE OF SAID PARCEL MAP, 631.61 FEET TO SAID SOUTHERLY RIGHT-OF-WAY; THENCE SOUTH 89°35'28" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY 50.01 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT A, MULTI-USE TRAIL, TRAIL 1" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 31,580 SQUARE FEET, (0.72 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH THE NEVADA REVISED STATUTES.
END OF DESCRIPTION.

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WASHINGTON AVENUE

P.O.C.

S89°35'28"E
50.01'

40'

S00°51'28"E
40.01'

P.O.B.

S89°35'28"E
50.01'

50.00'

10.00' EXISTING
MULTI USE CONCRETE
TRANSPORTATION TRAIL

40.00' WIDE DRIVEWAY

WASHINGTON/BUFFALO
COMMERCIAL SUBDIVISION
B: 86, P: 24

APN: 138-27-312-005

APN: 138-27-301-003

N00°51'28"W 631.61'

R-O-W DOC: 890911:00580

S00°51'28"E 631.61'



NOT TO SCALE

N89°35'41"W
50.01'

PARCEL MAP F: 106, P: 20

WRIGHT ENGINEERS

7425 PEAK DRIVE
LAS VEGAS, NEVADA 89128
TEL (702) 933-7000 FAX (702) 933-7001



EXHIBIT "A"
MULTI-USE TRAIL
TRAIL 1

PAGE 2 OF 2

JOB NUMBER: 023118

DRAWN BY: JRP DATE: 04/07/06

CHECKED BY: RRH DATE: 04/07/06

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ENGINEERS
JOB NO: CN23118
DATE: April 7, 2006
BY: JRP
PR BY: RRH
PAGE 1 OF 2

7425 Peak Drive
Las Vegas, Nevada 89128
(702) 933-7000
Fax (702) 933-7001



EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND LOCATED WEST OF TENAYA WAY AND SOUTH OF WASHINGTON AVENUE.

**LEGAL DESCRIPTION
MULTI-USE TRAIL
TRAIL 2**

THAT PORTION OF THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

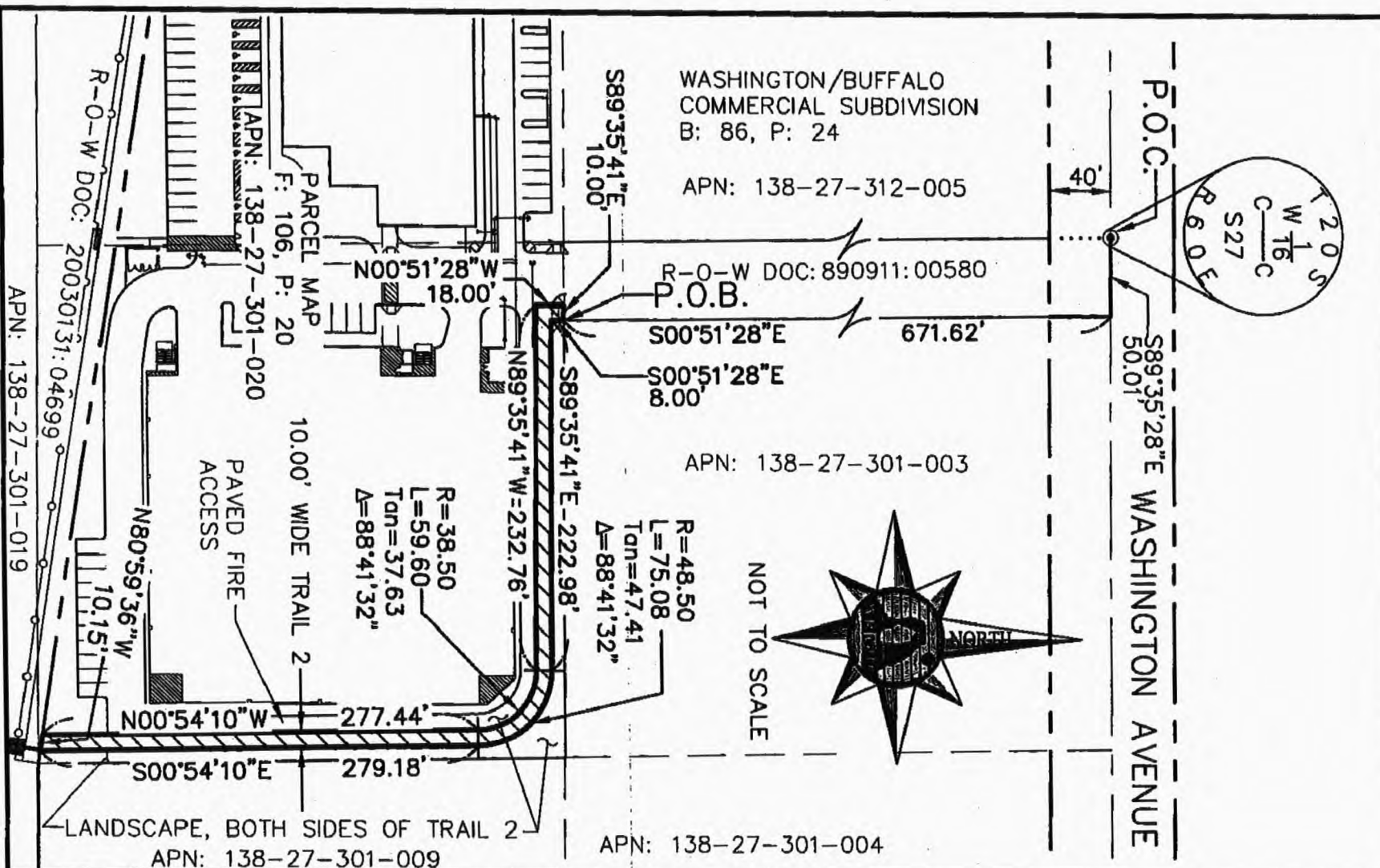
COMMENCING AT THE WEST SIXTEENTH CENTER SECTION CORNER OF SAID SECTION 27; THENCE SOUTH 89°35'28" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) COINCIDENT WITH THE CENTERLINE OF WASHINGTON AVENUE, 50.01 FEET; THENCE SOUTH 00°51'28" EAST DEPARTING SAID NORTH LINE ALONG THE EASTERLY PUBLIC RIGHT-OF-WAY LINE OF DOCUMENT 890911:00580, A DISTANCE OF 671.62 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL MAP RECORDED AS FILE 106, PAGE 20 CLARK COUNTY OFFICIAL RECORDS POINT OF BEGINNING;

THENCE SOUTH 00°51'28" EAST DEPARTING SAID NORTH LINE, 8.00 FEET; THENCE SOUTH 89°35'41" EAST, 222.98 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 48.50 FEET; THENCE SOUTHEASTERLY 75.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°41'32"; THENCE SOUTH 00°54'10" EAST, 279.18 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE SUMMERLIN PARKWAY; THENCE NORTH 80°59'36" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, 10.15 FEET; THENCE NORTH 00°54'10" WEST DEPARTING SAID NORTHERLY RIGHT-OF-WAY, 277.44 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 38.50 FEET; THENCE NORTHWESTERLY, 59.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°41'32"; THENCE NORTH 89°35'41" WEST, 232.76 FEET; THENCE NORTH 00°51'28" WEST, 18.00 FEET TO SAID NORTH LINE OF SAID PARCEL MAP; THENCE SOUTH 89°35'41" EAST ALONG SAID NORTH LINE, 10.00 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT A, MULTI-USE TRAIL, TRAIL 2", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 5,865 SQUARE FEET, (0.13 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

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m:\mapping\2003\cn2311801\dwg\exhibits\23118v-trail.dwg (trail2)





JOB NO: CN23118
DATE: April 7, 2008
BY: JRP
PR BY: RRH
PAGE 1 OF 2

7425 Peak Drive
Las Vegas, Nevada 89128
(702) 933-7000
Fax (702) 933-7001



EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND LOCATED WEST OF TENAYA WAY AND SOUTH OF WASHINGTON AVENUE.

**LEGAL DESCRIPTION
MULTI-USE TRAIL
TRAIL 3**

THAT PORTION OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

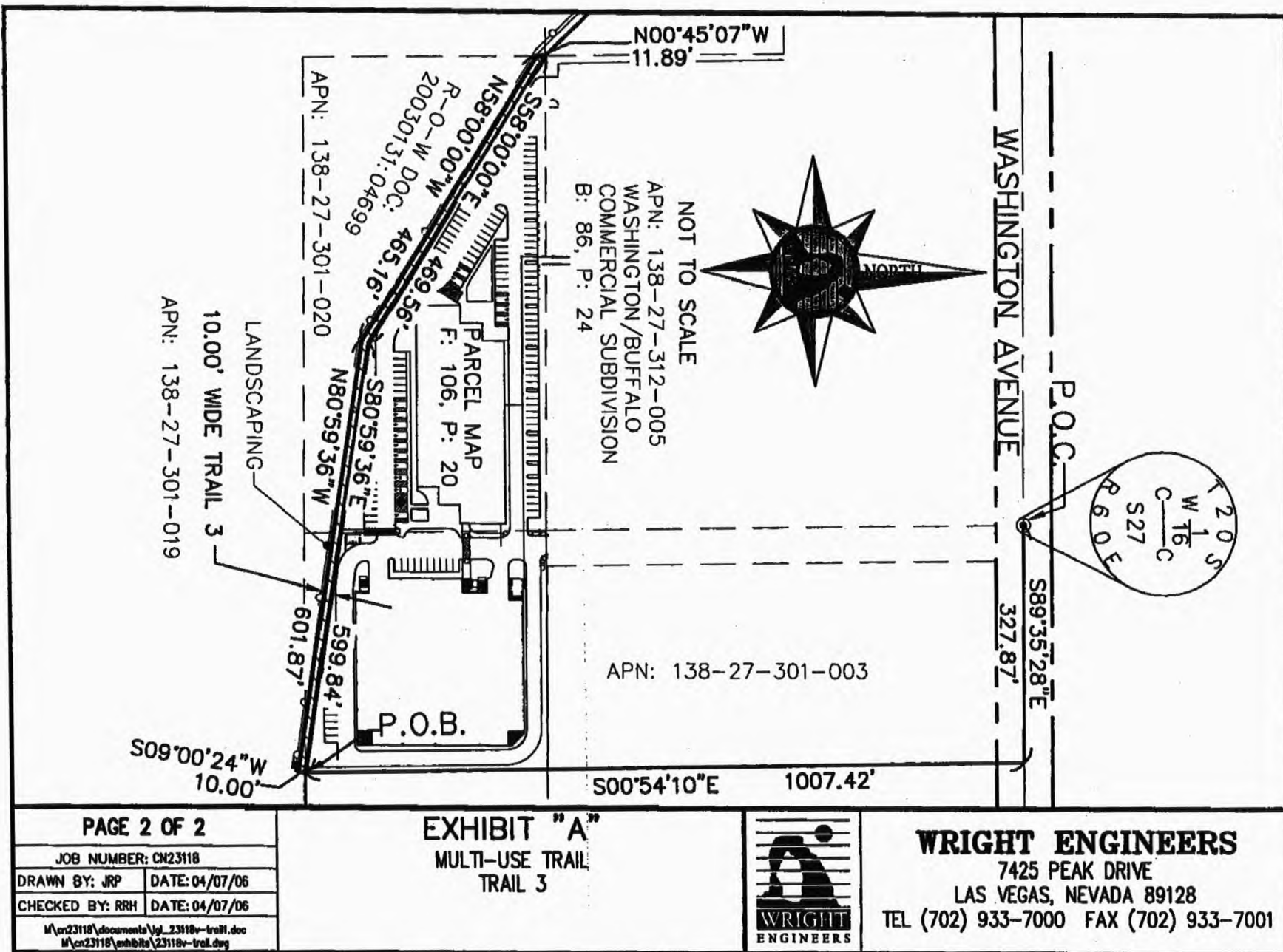
COMMENCING AT THE WEST SIXTEENTH CENTER SECTION CORNER OF SAID SECTION 27; THENCE SOUTH 89°35'28" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) COINCIDENT WITH THE CENTERLINE OF WASHINGTON AVENUE, 327.87 FEET; THENCE SOUTH 00°54'10" EAST DEPARTING SAID NORTH LINE, 1007.42 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SUMMERLIN PARKWAY ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 09°00'24" WEST DEPARTING SAID NORTHERLY RIGHT-OF-WAY, 10.00 FEET; THENCE NORTH 80°59'36" WEST, 601.87 FEET; THENCE NORTH 58°00'00" WEST, 465.16 FEET; THENCE NORTH 00°45'07" WEST, 11.89 FEET TO SAID NORTHERLY RIGHT-OF-WAY; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES; THENCE SOUTH 58°00'00" EAST, 469.56 FEET; THENCE SOUTH 80°59'36" EAST, 599.84 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT A, MULTI-USE TRAIL, TRAIL 3" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 10,682 SQUARE FEET, (0.25 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH THE NEVADA REVISED STATUTES.

END OF DESCRIPTION.



PAGE 2 OF 2

JOB NUMBER: CN23118

DRAWN BY: JRP DATE: 04/07/06

CHECKED BY: RRH DATE: 04/07/06

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 M:\cn23118\exhibits\23118v-trail.dwg

EXHIBIT "A" MULTI-USE TRAIL TRAIL 3



WRIGHT ENGINEERS

7425 PEAK DRIVE
 LAS VEGAS, NEVADA 89128
 TEL (702) 933-7000 FAX (702) 933-7001

Longford Trails

- New Trail
- Existing Trail



4/02/07

Facilities Management
Real Estate & Utilities

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

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

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$59,485,556.82

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 03/16-03/31/07

Motion made by GARY REESE to Approve Items 15-53

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 3/16-3/31/07

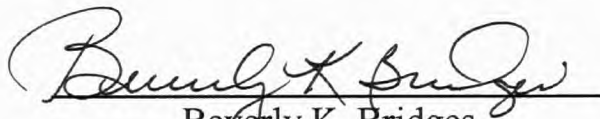
Total Services & Materials Checks :	\$12,497,363.98
Total Services & Materials EFT Payments :	\$1,006,057.75
Total Wire Transfers:	\$32,871,853.65
Total Payroll Checks:	\$13,110,281.44

Grand Total:	\$59,485,556.82
--------------	-----------------

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.

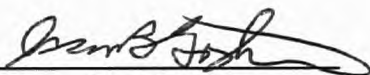


Mark R. Vincent
Director of Finance



Beverly K. Bridges
Acting City Clerk

On APRIL 18, 2007, the City Council approved the above cash expenditures.



Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Las Vegas Celtic Society, Location: Floyd Lamb State Park, 9200 Tule Springs Road, Dates: April 21 - 22, 2007, Type: Special Event General, Event: Highland Festival, Responsible Person in Charge: Liam O'Dowd - Ward 6 (Ross)

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 15-53

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 18, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Mexican Patriotic Committee,
Location: Freedom Park, 850 North Mojave Road, Date: May 6, 2007, Type: Special Event
Beer/Wine, Event: Family Picnic, Responsible Person in Charge: Salvador Montenegro - 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 15-53

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 18, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for St. Anne Catholic School,
Location: St. Anne Catholic School, 1813 South Maryland Parkway, Date: April 28, 2007, Type:
Special Event General, Event: School Fun Fair, Responsible Person in Charge: Carol D. Rose -
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 15-53

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 18, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for The Spirit of Cuba, Location: Sammy Davis Jr. Festival Plaza, 720 Twin Lakes Drive, Date: April 28, 2007, Type: Special Event General, Event: City of Las Vegas Sponsored Concert, Responsible Person in Charge: Aleyda Hernandez - Ward 5 (Williams)

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 15-53

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 18, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Temporary Beer/Wine/Cooler On-sale License, Essence of Thai, Inc., dba Essence of Thai Restaurant, 4105 West Sahara Avenue, Wichitra K. Gee, Pres, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Temporary Beer/Wine/Cooler On-sale License.

RECOMMENDATION:

Recommend approval with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period.

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Approve Items 15-53

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)

The map displays a neighborhood layout with a 400' radius circle centered on Sahara Avenue. The streets shown include Arville St, El Conlon Ave, San Bernardino Ave, El Conlon Ave, San Angelo Ave, San Joaquin Ave, and El Conlon Ave. Commercial establishments such as shops, restaurants, and a food store are marked. The map is oriented with North at the top.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Temporary Change of Business Name, Change of Location and Change of Ownership for a Tavern License and Temporary Approval of a new Restricted Gaming License for 15 slots subject to the provisions of the planning and fire codes, Health Dept. regulations, and confirmation of approval by the Nevada Gaming Commission, From: Club King, LLC, dba Celebrity Las Vegas, To: C & NO Ventures, Inc., dba Timbers Bar & Grill, 3370 Novat Street, Timbers Hospitality Group, Inc., 100%, The Donner Investment Trust, Andrew B. Donner, Trustee, 63.56% - Ward 4 (Brown)

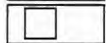
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of Temporary Change of Business Name, Change of Location and Change of Ownership for a Tavern License and Temporary Approval of a new Restricted Gaming License for 15 slots.

RECOMMENDATION:

Recommend approval with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to the provisions of the planning and fire departments, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:

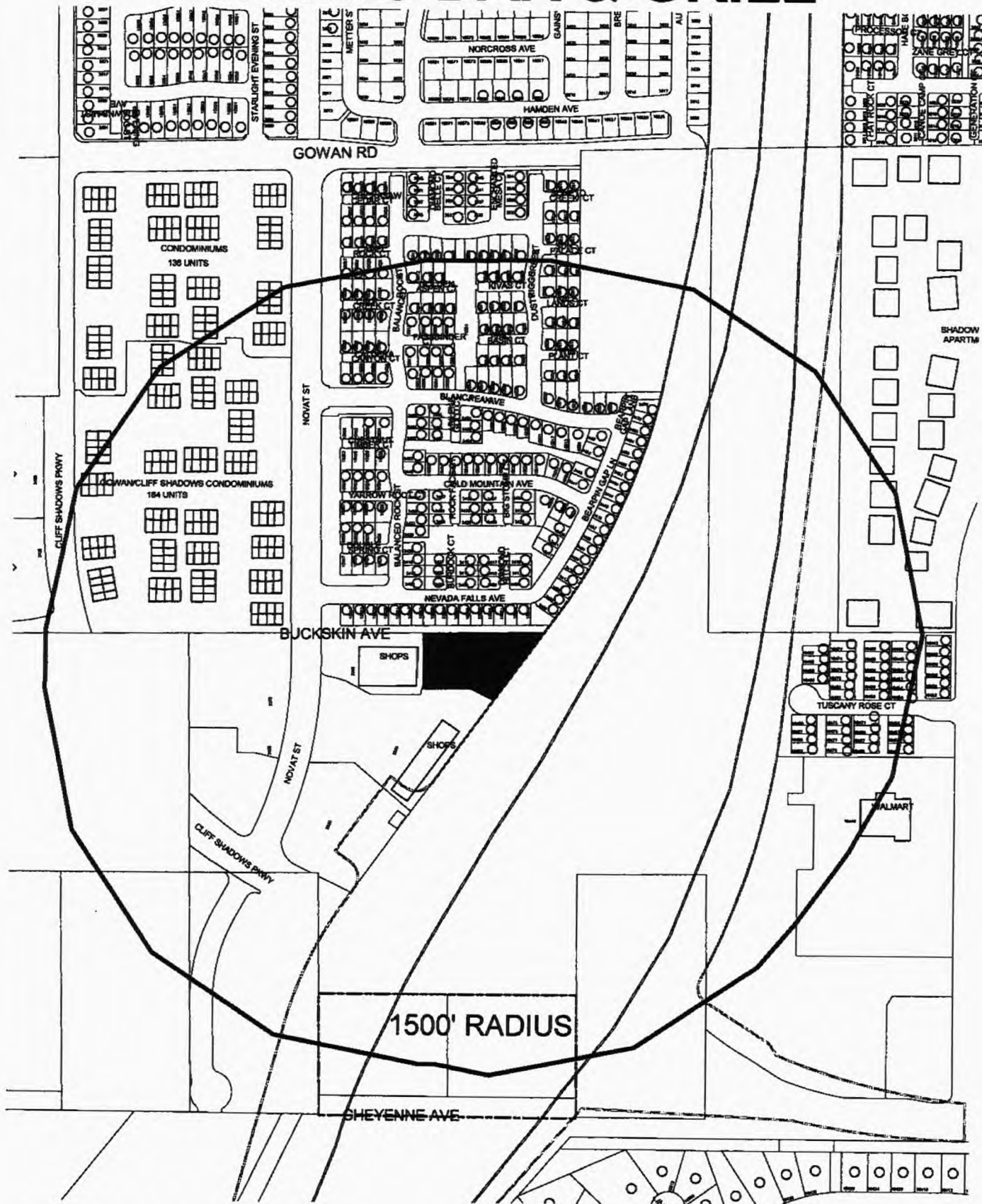
Map

Motion made by GARY REESE to Approve Items 15-53

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)

TIMBERS BAR & GRILL



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Temporary Restricted Gaming License for 15 slots subject to the confirmation of approval by the Nevada Gaming Commission, The Lodge at Grand Teton Operator, LLC, dba The Lodge at Grand Teton, 8350 Grand Teton Drive, Stuart Apollo, Mmbr, 100% - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Temporary Restricted Gaming License for 15 slots.

RECOMMENDATION:

Recommend approval with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:

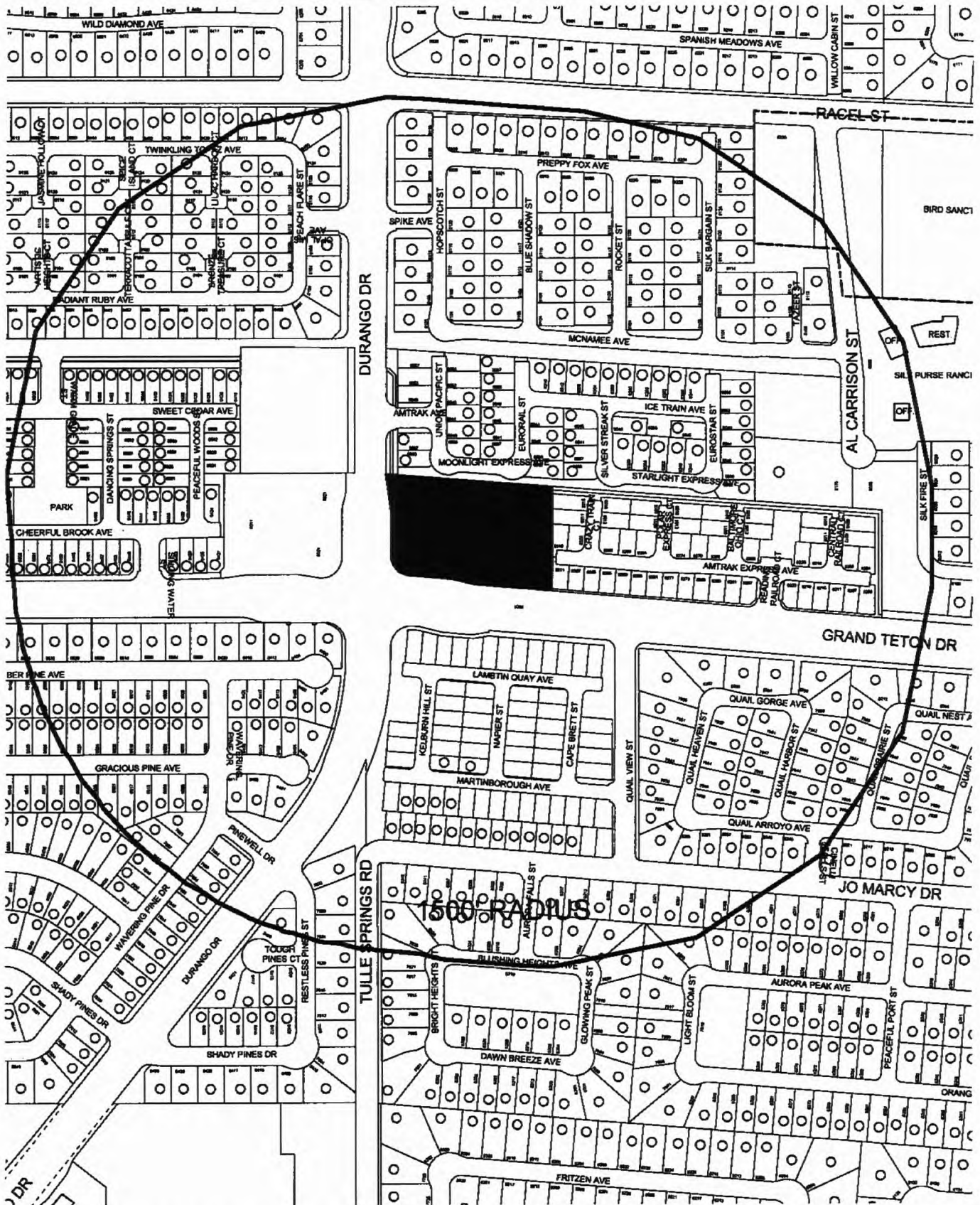
Map

Motion made by GARY REESE to Approve Items 15-53

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)

THE LODGE AT GRAND TETON



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Restricted Gaming License for 5 slots subject to the confirmation of approval by the Nevada Gaming Commission, Montesano's Italian Deli, Inc., Montesano's Italian Deli & Restaurant, 3441 West Sahara Avenue, Suite B2, Lucille Montesano, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 5 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

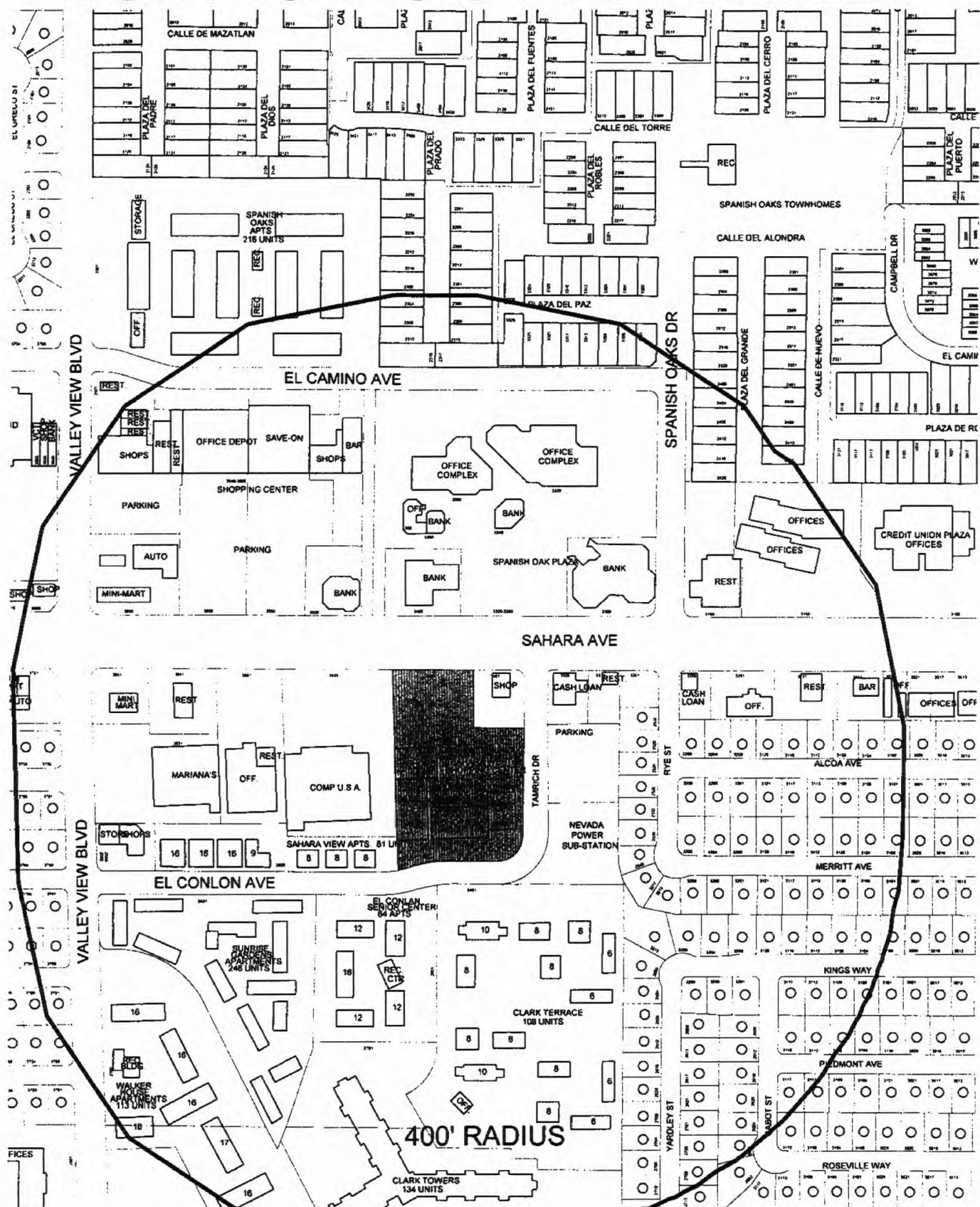
Map

Motion made by GARY REESE to Approve Items 15-53

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)

MONTESANO'S ITALIAN DELI



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Temporary Hypnotherapist License subject to the provisions of the planning and fire codes, Osheena E. Tayal, dba Flourish Hypnotherapy Group, 1770 North Buffalo Drive, Suite 103, Osheena E. Tayal, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐ **Augmentation Required**

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Temporary Hypnotherapist License.

RECOMMENDATION:

Recommend approval with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to the provisions of the planning and fire codes.

BACKUP DOCUMENTATION:

Map

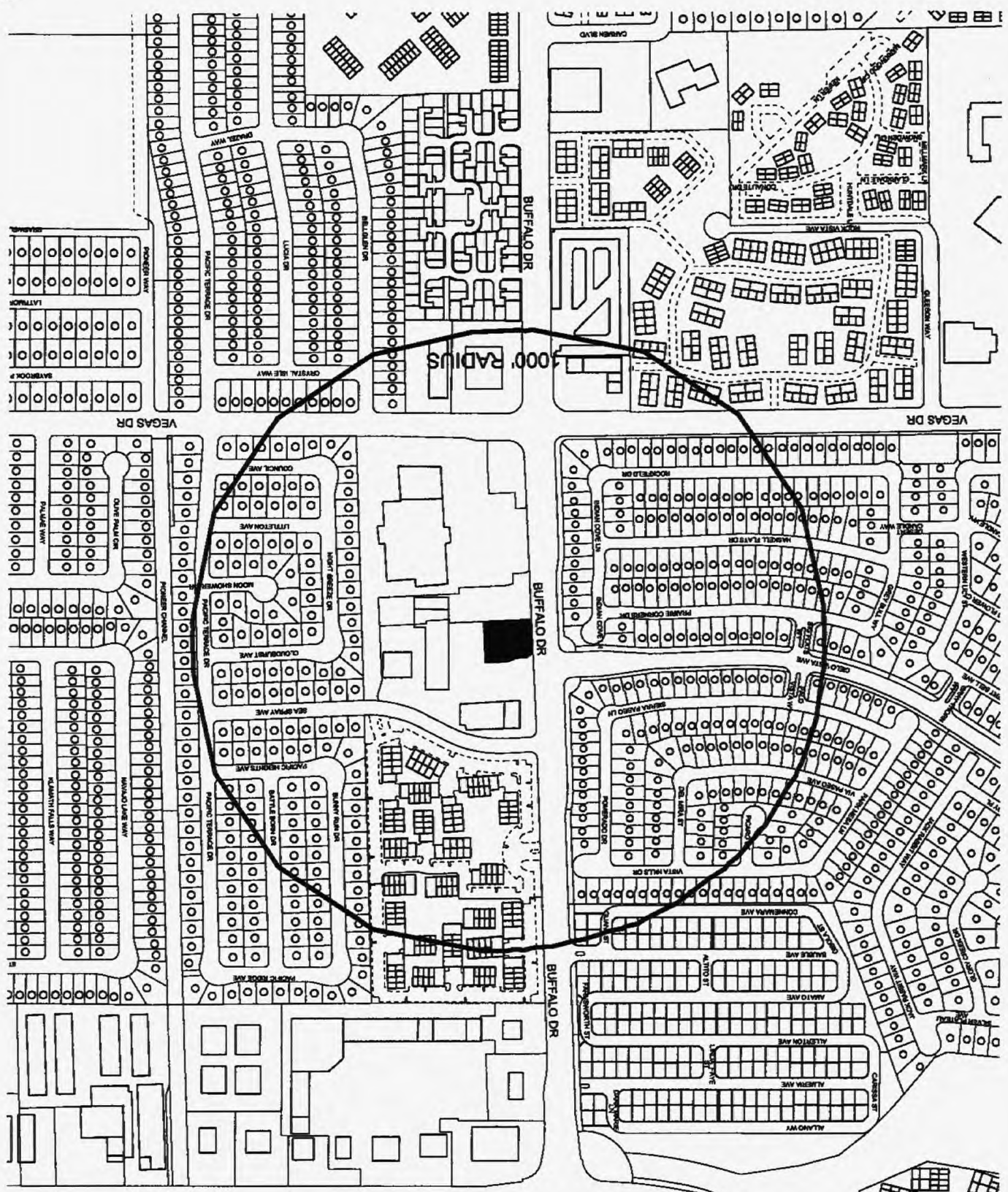
Motion made by GARY REESE to Approve Items 15-53

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)

FLORISH HYPNOTHERAPY GROUP

LAKE MEAD BLVD



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a New Temporary Locksmith License subject to the provisions of the planning and fire codes, Able Lock & Key, Inc., dba Able Lock & Key, Inc., 1911 East Charleston Boulevard, Eric C. Going, Dir, Pres, Treas, Secy, 100% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a New Temporary Locksmith License.

RECOMMENDATION:

Recommend approval with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to the provisions of the planning and fire codes.

BACKUP DOCUMENTATION:

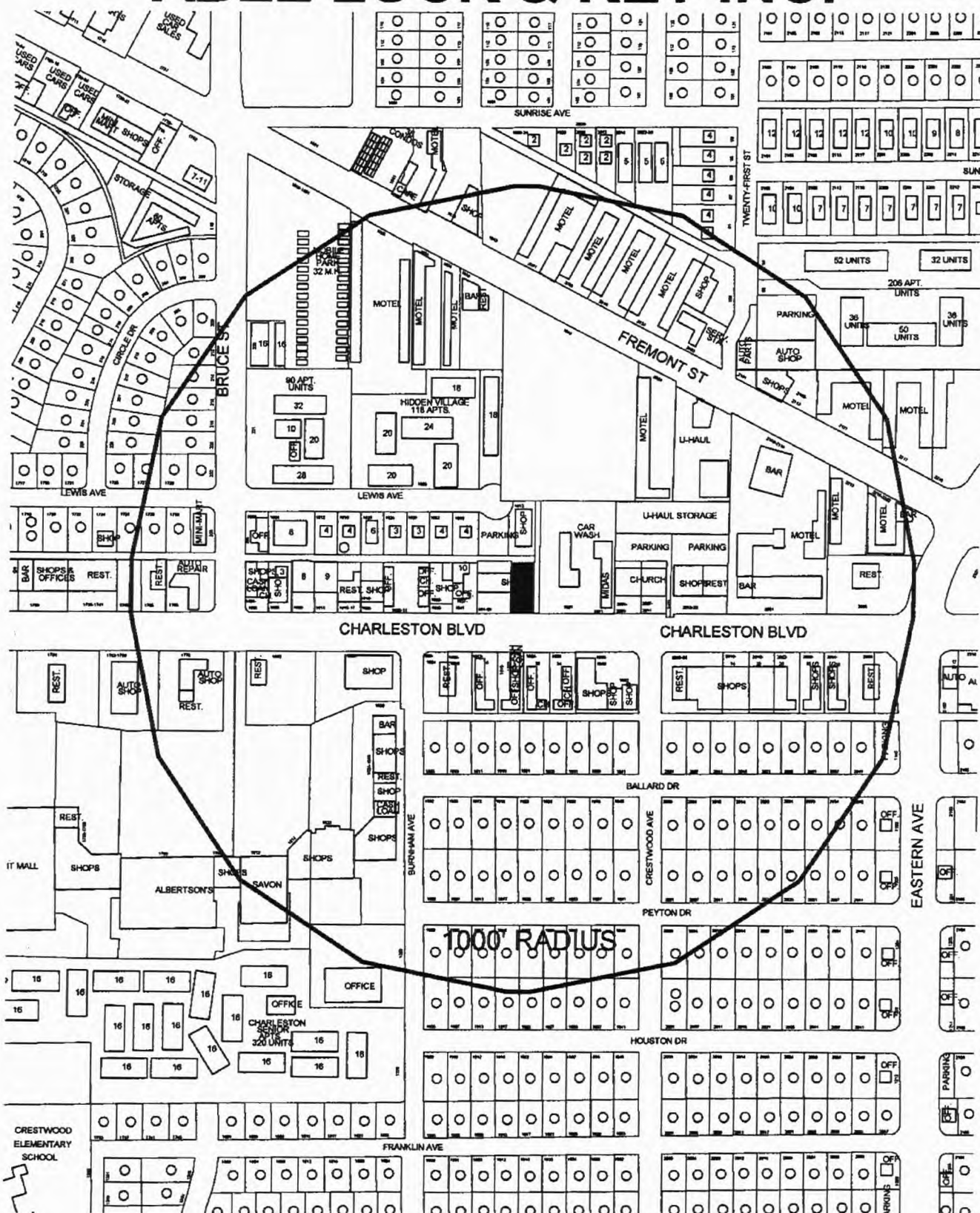
Map

Motion made by GARY REESE to Approve Items 15-53

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)

ABLE LOCK & KEY INC.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Temporary Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Lion Martial Arts School, Inc., dba Lion Martial Arts School, Inc., 3233 West Charleston Boulevard, Suite 107, Sherry L. Hanneman, Pres, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Temporary Martial Arts Instruction Business License.

RECOMMENDATION:

Recommend approval with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to the provisions of the planning and fire codes.

BACKUP DOCUMENTATION:

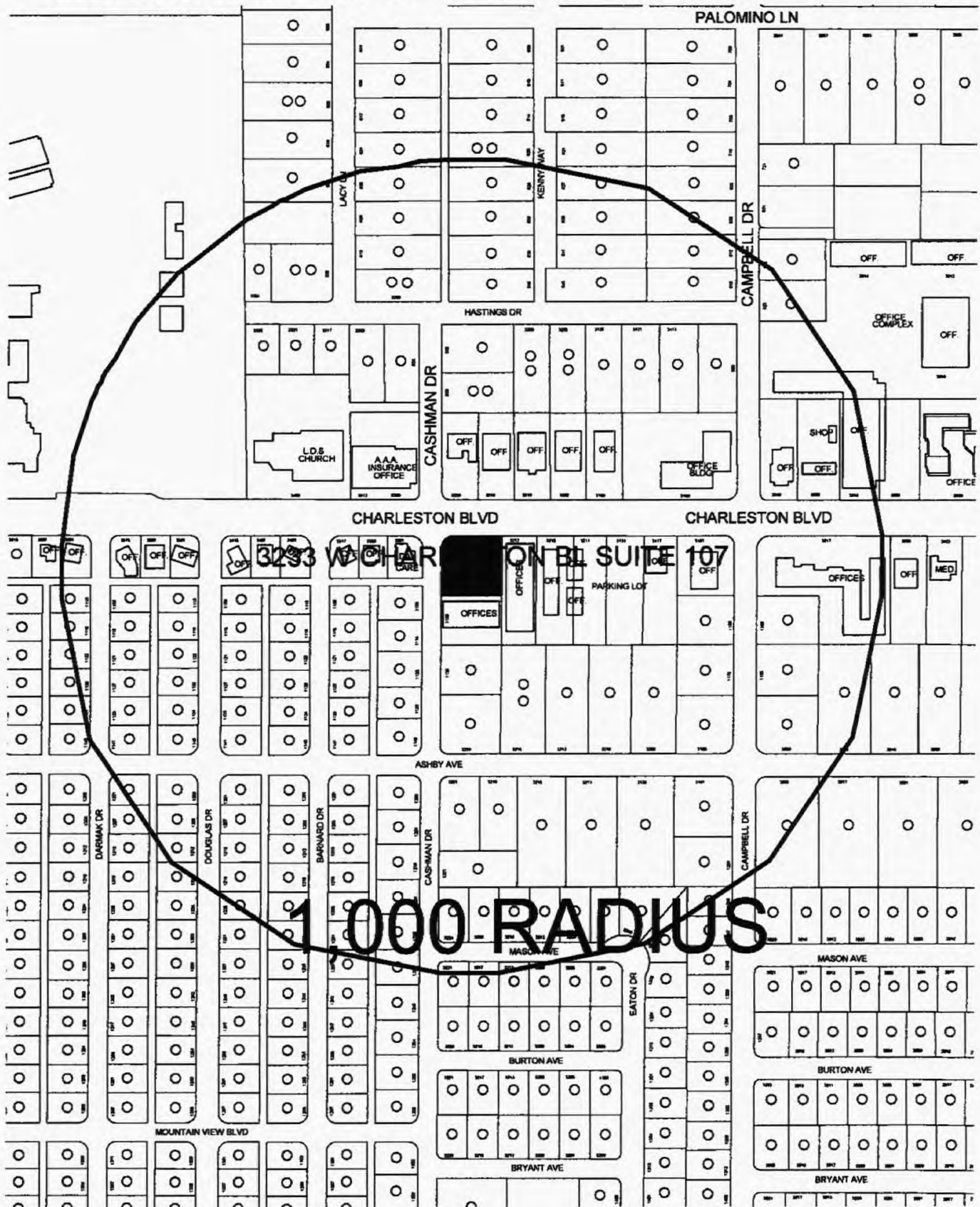
Map

Motion made by GARY REESE to Approve Items 15-53

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)

LION MARTIAL ARTS SCHOOL INC



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

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

Approval of Agreement No. 070324 for the purchase of four Medtec Ambulances - Department of Fire and Rescue - Award recommended to: MEDTEC AMBULANCE CORPORATION (\$869,412 - Fire Equipment Acquisition Internal Service Fund)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$869,412**Funding Source:** Fire Equipment Acquisition ISF**Dept./Division:** Fire and Rescue**PURPOSE/BACKGROUND:**

This request provides for the purchase of four MEDTEC 2008 Model 4400 Type III, Class I, MD Ambulance units for Fire and Rescue. This purchase is exempt from the competitive bidding process pursuant to NRS 332.115.1(d), Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment.

PCC: T. Maino

POC: Chad Horne - (800) 352-4266

CFN: 070324

RECOMMENDATION:

That City Council approve Agreement No. 070324 for the purchase of four Medtec Ambulances to MEDTEC Ambulance Corporation in the amount of \$869,412. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 15-53

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 18, 2007

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

Approval of the second Amendment to Engineering Design Services Agreement No. 06-11553 for Additional Design Services in connection with Jones Boulevard, Grand Teton Drive and Farm Road - Department of Public Works - Award recommended to: CARTER BURGESS, INC. (\$562,070 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$562,070**Funding Source:** Road and Flood CPF**Dept./Division:** Public Works**PURPOSE/BACKGROUND:**

On November 16, 2005 City Council approved the award of Agreement No. 06-11553, Design Services for Jones Boulevard – Elkhorn Road to Horse Drive with Carter Burgess, Inc. and on May 17, 2006 approved the award of the First Amendment to this agreement to provide design services for the Jones Boulevard - Elkhorn Road to Horse Drive for roadway, drainage, sewer and water improvements. The Second Amendment provides for additional owner requested design changes to add engineering design services, preparation of contract drawings with special details and special provisions needed along Jones Boulevard from Grand Teton Drive to Elkhorn Road in the amount of \$562,070. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Funding for this item comes from the Regional Transportation Commission, Clark County Regional Flood Control District, Collection System Planning and Special Improvement District.

PCC: D. Collins

POC: Della Mosier, P.E. (702) 938-5400

RECOMMENDATION:

That City Council approve the Second Amendment to Agreement No. 06-11553, Engineering Design Services to Carter Burgess, Inc. in the amount of \$562,070, bringing the total amount to \$1,490,932.90. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 15-53

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 G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
Carter & Burgess, Inc.	
<u>Name</u>	6655 Bermuda Road Las Vegas, Nevada 89119
<u>Address</u>	
<u>Telephone</u>	(702) 938-5400
<u>75-1246210</u>	
<u>EIN or DUNS</u>	

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement</u>	
SECOND AMENDMENT TO ENGINEERING DESIGN SERVICES AGREEMENT WITH CARTER BURGESS, INC., JONES BOULEVARD—ELKHORN ROAD to HORSE DRIVE	
<u>RFP #</u>	

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

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

Block 4: Disclosure of Ownership and Principals

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

FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE

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

Block 5: Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: Shareholder Schedule

Date of Attached Document: March 28, 2006

Number of Pages: 1

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


James J. Caviola, P.E.

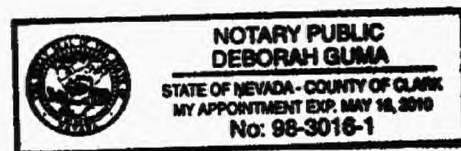
2/2/07

Date

Subscribed and sworn to before me this 2ND day of

FEBRUARY, 2007.


Notary Public



CARTER & BURGESS, INC.
SHAREHOLDER SCHEDULE
March 28, 2006

SHAREHOLDER			Share Balance	OWNERSHIP (%)
Ballew, Read L.			1,169	1.19%
Brown, William S.			5,295	5.39%
Brundrett, Thad B.			6,670	6.80%
Bushong, Stephen C.			2,915	2.97%
Caskey, Don W.			1,892	1.92%
Courville, Mark P.			988	1.01%
Davis, F. Clifton			6,729	6.85%
Deaton, J. Phillip			6,436	6.55%
Evans, Fred H.			7,792	7.93%
Evans, Ginger S.			1,315	1.34%
Fisher, John F.			1,020	1.04%
Hearnberger, Roy G.			4,626	4.71%
Jerke, Dennis W.			2,634	2.68%
Lindner, John H.			1,239	1.26%
Loyd, Anthony W.			1,647	1.68%
McAfee, Virginia L.			1,865	1.90%
Meyer, Bradford S.			4,113	4.18%
Mitchell, Terry W.			3,710	3.77%
Offill, Randy W.			1,351	1.37%
Russell, Bruce S.			6,436	6.55%
Veal, Steven C.			4,272	4.35%
Watts, Benjamin G.			2,628	2.67%
Young, Donald J.			2,227	2.27%

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Modification No. 1 to Engineering Design Services Agreement No. 06-07149 for Additional Design Services in connection with Grand Teton Drive Overpass Structure - Department of Public Works - Award recommended to: POGGEMEYER DESIGN GROUP, INC. (\$236,569 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐ **Augmentation Required**

☒

Budget Funds Available

Amount: \$236,569

Funding Source: Road and Flood CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

On August 6, 2003 City Council approved the award of an Agreement with Poggemeyer Design Group, Inc. to provide design services for the Grand Teton Drive Overpass Structure for roadway, drainage, sewer and water improvements. Modification No. 1 represents additional owner requested design changes to add redesign services to the flood control facility for the bleeding off the historic flow from the proposed facility northward to the existing drainage facility called the "mud hut" in the amount of \$236,569. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Funds are provided from the Regional Transportation Commission.

PCC: D. Collins

POC: Michael Holloway, P.E. - (702) 255-8100

RECOMMENDATION:

That City Council approve Modification No. 1 to Agreement No. 06-07149, Engineering Design Services for the Grand Teton Drive Overpass Structure Project to Poggemeyer Design Group, Inc. in the amount of \$236,569. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 15-53

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 G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

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

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

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

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

Block 4 Disclosure of Ownership and Principals

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

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

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

Block 5 Disclosure of Ownership and Principals – Alternate

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

Title of Attached Document _____ **Number of Pages** _____

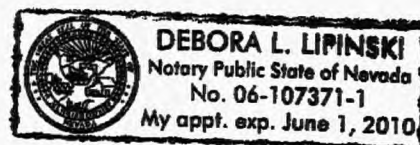
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

State of Nevada
County of Clark

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

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

Deborah L. Lipinski
Notary Public



October 3, 2006

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

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

Approval of award of Bid No. 06.15341.03-LED, Centennial Hills Park, Phase 3 located at Deer Springs Way and Buffalo Drive and the construction conflicts and contingency reserve set by Finance and Business Services – Department of Public Works – Award recommended to: APCO CONSTRUCTION (\$12,091,896 - Parks and Leisure Activities Capital Projects Fund – Ward 6 (Ross))

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$12,091,896**Funding Source:** Parks and Leisure Activities CPF**Dept./Division:** Public Works**PURPOSE/BACKGROUND:**

This project consists of the construction of a 29 acre park with two buildings measuring approximately 1,100 square feet and 1,383 square feet within the park. The work associated with this project includes, but is not limited to, clearing and grubbing the site, building pads, retaining walls, a pedestrian/light vehicle bridge with abutments, two restrooms/storage/concession buildings, trash enclosures, shade structures, walking trails, parking lots and traffic control devices, landscaping, stormwater and related off-site improvements and other related work. Work also includes two additive alternative bid items: Four butterfly and four flower shade structures. The park is located on 45 acres of BLM leased property, bounded by Deer Springs Way on the South, Buffalo Drive on the East, existing park and school on the North and family residential housing on the West.

PCC: L.E. Davis

POC: Randy Nicklerl - (702) 734-0198

RECOMMENDATION:

That City Council approve the award of Bid No. 06.15341.03-LED, Centennial Hills Park, Phase 3 to APCO Construction in the amount of \$12,091,896 and approve the construction conflicts and contingency reserve in the amount of \$846,433. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Bid Abstract

Motion made by GARY REESE to Approve Items 15-53

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)

BID ABSTRACT
Centennial Hills Park, Phase III
06.15341.03-LED

	APCO CONSTRUCTION	RAFAEL CONSTRUCTION	ROCHE CONTRACTORS	CAPRIATI CONSTRUCTION	ISSAC BUILDING & DESIGN COMPANY
DESCRIPTION	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract except for the work specifically described in the following Alternate(s)	\$ 11,877,666.00	\$ 12,150,000.00	\$ 12,771,000.00	\$ 13,600,000.00	\$ 14,647,886.26
ADDITIVE ALTERNATE BID SECTION					
Additive 1: Two (2) Butterfly and Two (2) Flower Shade Structures	\$ 107,115.00	\$ 104,912.00	\$ 110,900.00	\$ 120,000.00	\$ 120,000.00
Additive 2: Two (2) Butterfly and Two (2) Flower Shade Structures	\$ 107,115.00	\$ 104,912.00	\$ 110,900.00	\$ 120,000.00	\$ 120,000.00
TOTAL:	\$ 12,091,896.00	\$ 12,359,824.00	\$ 12,992,800.00	\$ 13,840,000.00	\$ 14,887,886.26
Architect Estimate: \$19,300,000.00					
Responsive Bidder					
Responsible Bidder					

TO: Jorge Cervantes Please review and approve award to APCO Construction

prior to April 5, 2007 Council award on 4/18/07

Base Bid Only: \$11,877,666.00

Base Bid Plus Additive Alternate 1: \$11,987,781.00

Base Bid Plus Additive Alternates 1 & 2: \$12,097,896.00

Lloyd Daur
Purchasing & Contracts Representative

4/5/07
Date

Department/Division Signature

Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval to accept an allocation of \$2,281,275 of FY 2007 - 2008 Federal HOME funds from the Department of Housing and Urban Development (HUD) to the City of Las Vegas - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

For Fiscal Year 2007-2008, the City of Las Vegas has been notified by the United States Department of Housing and Urban Development (HUD) that the city will receive \$2,281,275 in Federal HOME funds. Neighborhood Services staff shall complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Neighborhood Services staff.

RECOMMENDATION:

Staff recommends approval of the Federal HOME grant allocation and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

Agenda Memo

Motion made by GARY REESE to Approve Items 15-53

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 MEMO

CITY COUNCIL MEETING DATE: April 18, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Approval to accept an allocation of \$2,281,275 of FY 2007 – 2008 Federal HOME funds from the Department of Housing and Urban Development (HUD) to the city of Las Vegas - All Wards

SUMMARY OF TOTAL RECOMMENDED ALLOCATIONS

Future HOME Projects	\$1,153,148.00
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HOME Administration (10%)	\$228,127.00
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Single Family Rehabilitation and Implementation	\$300,000.00
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Tenant Based Rental Assistance Program	\$600,000.00
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Total HOME Funds	\$2,281,275
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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an allocation of \$843,000 in HOME/Low Income Housing Trust Funds (LIHTF) from the City of Las Vegas to Silver State Housing for the completion of Sonoma Palms (3050 N. Jones Blvd.), an affordable senior housing project - Ward 5 (Williams)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$843,000

Funding Source: HUD-HOME/NV State LIHTF

Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:

In response to a Request for Application, the City of Las Vegas received applications for HOME/LIHTF projects. The applications were reviewed by staff representing the Finance and Business Services, Neighborhood Services, Office of Business Development, Planning and Development and Public Works departments. Staff evaluated each application based upon budget viability, leveraging of funds, development schedule, funding gaps and development experience. Neighborhood Services staff shall complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Neighborhood Services staff.

RECOMMENDATION:

Staff recommends that City Council approve the allocation of \$843,000 in HOME/Low Income Housing Trust Fund and authorize the Mayor to execute any and all related agreements and documents required for the project following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

None

AMENDMENT ATTACHED

Motion made by GARY REESE to Approve Items 15-53

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)

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of April 18, 2007

Date Submitted: October 29, 2007

Amendment to Item #35

Purpose of Amendment:

Executed Agreement Added to the Final Minutes as follows:

- Home Investment Partnerships ("HOME") Program and/or Low Income Housing Trust Fund ("LIHTF") Program Agreement to Fund Silver State Housing

Submitted By: Stacy Campbell

Signature: Vicky Darling

City Clerk or Chief Deputy

Date: 10/29/2007

HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM AND/OR
LOW INCOME HOUSING TRUST FUND ("LIHTF") PROGRAM
AGREEMENT TO FUND
SILVER STATE HOUSING

THIS AGREEMENT, made and entered into this 18th day of April, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and Silver State Housing, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 2655 S. Rainbow Blvd., Suite 401, Las Vegas, Nevada 89146 (hereinafter referred to as ("Developer")), the City and Developer being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Clark County, Nevada (hereinafter referred to as the "the County"), has entered into a Loan Agreement with the United States Department of Housing and Urban Development, (hereinafter referred to as "HUD"), for participation in the Home Investment Partnerships Program, (hereinafter referred to as the "HOME Program"), under 24 CFR Part 92 as amended; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the State of Nevada whereby the County will administer certain HOME Program and Low-Income Housing Trust Fund (LIHTF) monies allocated to the County by the Housing Division, Department of Business and Industry, State of Nevada (hereinafter referred to as "NHD") (both HOME and LIHTF programs may be collectively referred to as "HOME/LIHTF Program"); and

WHEREAS, the County, as the Entitlement Grantee for the HOME Program is responsible for planning, administration, implementation, and evaluation of the program; and

WHEREAS, the City has entered into an Interlocal Agreement with the County for the purpose of creating a HOME Program Consortium (hereinafter referred to as the "Consortium") wherein the City is entitled to participate in a pro rata share of all HOME Program and LIHTF funds allocated to and administered by the County; and

WHEREAS, the County, pursuant to the terms and conditions of said Interlocal Agreement, shall transfer HOME Program and LIHTF funds to the City; and

WHEREAS, Silver State Housing, hereinafter referred to as "Developer", is a private not-for-profit organization created for religious, charitable or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, Developer has formed a single-purpose Nevada entity, Sonoma Palms Limited Partnership ("LP"), to own certain real property for the Project (as defined hereafter) and LP agrees to provide a Deed of Trust to Developer which will be assigned to City as security for the performance in this Agreement; and

WHEREAS, the City desires to assist Developer by providing HOME Program and/or LIHTF funds (collectively may be referred to as "HOME/LIHTF funds") to assist with the development of the property (herein called the "Property" or "Project") as legally described in Exhibit "D" of this Agreement; and

WHEREAS, the Las Vegas City Council hereby determines that the Project shall provide a substantial benefit to the inhabitants of the City.

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

I. SCOPE OF SERVICES

A. DEVELOPER RESPONSIBILITIES

DEVELOPER will be responsible for administering a HOME/LIHTF-funded project to provide activities eligible under the HOME/LIHTF Program as more specifically set out in Exhibit "A", Scope of Services, Project Description, attached hereto and incorporated herein. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed Eight Hundred Forty-Three Thousand Dollars (\$843,000) in HOME/LIHTF funds, (hereinafter "HOME/LIHTF" or "Funds") to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached to this Agreement. DEVELOPER agrees to adhere to the Project Description contained in Exhibit "A".

B. TIME OF PERFORMANCE

This Agreement provides for HOME/LIHTF funding of DEVELOPER'S Project rendered in accordance with this Agreement from April 18, 2007 through April 16, 2008, inclusive. The CITY shall bear no liability to fund or provide payment for DEVELOPER Project in the event that no HOME/LIHTF fund grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent of the HOME/LIHTF fund grant the CITY receives. DEVELOPER Project expenses incurred after April 18, 2007, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon DEVELOPER conformance with 24CFR92.212(d).

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE DEVELOPER HOME/LIHTF PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

DEVELOPER agrees to abide with all Policies, Regulations and HOME/LIHTF Program criteria as specified in the City's Neighborhood

Services Department HOME/LIHTF Program Manual, as amended from time to time. DEVELOPER shall obtain any and all applicable Federal, State, and local permits and licenses required to execute the Project as further described in the Agreement's Scope of Services. DEVELOPER further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the HOME/LIHTF funds.

B. DEVELOPER RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

DEVELOPER has requested financial support of the CITY to enable DEVELOPER to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of the Reports as described herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by DEVELOPER, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for HOME/LIHTF funding.

C. INDEMNIFICATION

DEVELOPER agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. DEVELOPER'S obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

Projects funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Project. Representatives may, on occasion, interview project recipients who volunteer to be interviewed.

Developer shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such

reviews, audits, and on-site monitoring of the Project as the reviewing entity deems appropriate in order to determine:

1. Whether the Project is being operated in a manner consistent with the Consolidated Plan and the national and primary objectives of the HOME/LIHTF Program;
2. Whether the objectives of the Project are being achieved;
3. Whether the Project is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Project;
5. Whether the financial operations of the Project are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Project are conducted in compliance with the provisions of applicable Federal/State laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The DEVELOPER 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 20 years, except those records subject to audit findings shall be retained for five years after such findings have been resolved. In the event the DEVELOPER goes out of existence, the DEVELOPER shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

The DEVELOPER agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning DEVELOPER'S operation hereunder. The DEVELOPER further understands and agrees that said inspection and audit would be exercised upon written notice. If the DEVELOPER or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, DEVELOPER agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the DEVELOPER are incomplete, the DEVELOPER agrees to pay the City or the City's representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Developer's offices to inspect and audit, as deemed necessary, all records of this Project relating to finances, as well as other records including

performance records that may be required by relevant directives of funding sources of the City.

F. INSURANCE

1. The DEVELOPER and its LP shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:
 - a. Industrial/Workers' Compensation Insurance protecting the DEVELOPER and the City from potential DEVELOPER employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
 - b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.
 - c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by DEVELOPER (owned or hired) in the performance of the services under this Agreement.
 - d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, DEVELOPER shall maintain coverage for one (1) year following the completion of this Agreement.
 - e. Developer shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project.

The insurance coverages required under this Section are in addition to, and not in lieu of, DEVELOPER's indemnification obligation provided under Section II.C. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

2. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, DEVELOPER and LP shall have on file with the City current certificates of insurance evidencing the coverages required herein.
 - a. DEVELOPER and LP shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare DEVELOPER or LP in default of its obligation under this Section.
 - b. Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.
3. Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by DEVELOPER and the LP, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.)
4. Lapse of Insurance. If DEVELOPER or the LP fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. DEVELOPER or LP is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from DEVELOPER or LP or deduct the amount paid from any sums due DEVELOPER under this Agreement.
5. Primary Coverage. DEVELOPER's/LP's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of DEVELOPER or LP and shall not contribute with it.

6. Notice of Cancellation. Each insurance policy supplied by DEVELOPER and LP must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

G. IRS REGULATIONS

DEVELOPER agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid \$600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

DEVELOPER may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with HOME/LIHTF Program regulations, made by written amendment to this Agreement and approved and signed by both the Developer and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved; or (2) by the City's Director of Neighborhood Services or the Director's designee if funding amounts of less than \$24,999 are involved. In addition, the City's Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOME/LIHTF Program funding to the City.

J. THIRD PARTY CONTRACTS

DEVELOPER shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

K. LICENSES AND PERMITS

Developer shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

L. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Attachment I, all principals, including, partners of Developer, as well as all persons and entities holding more than 1% interest in Developer or any principal of Developer. Throughout the term hereof, Developer shall notify City in writing of any material change in the above disclosure within 15 days of any such changes.

M. PERIOD OF AFFORDABILITY

Developer agrees that this Agreement is in effect for a Period of Affordability for a minimum of 20 years (the "Period of Affordability"), commencing from the date of the final disbursements of funds to the Developer. The funds are recapturable upon sale or transfer of title of the Property.

N. GRAND OPENING CEREMONIES

The Developer agrees and understands that all costs incurred for grand opening ceremonies will be the responsibility of the Developer. In addition, the Developer agrees to coordinate with the City any ceremonial events concerning this Project including the review and approval of the date selected, the invitations, the invitation list, the press release, and the programs. The City will be responsible for scheduling the event with any city-elected officials.

O. FORECLOSURE

Should the Developer or LP lose its vested legal ownership of the Property through foreclosure proceedings, the Developer and LP acknowledge and agree that the City, shall retain the right to ensure the affordability of the project through the participation of an agreement with the new owner and the Developer shall repay the entire amount of \$843,000 of HOME/LIHTF funds to the City.

P. INCOMPLETE PROJECT

In the event the Developer completes the purchase of the Property, and for any reason whatsoever, the Developer is unable to begin the HOME/LIHTF-eligible project on the Property for which the HOME/LIHTF funds were utilized for the purchase of the Property, the Developer may transfer the Property by deed to the City, at no cost to the City. If the Property is transferred by deed to the City, the City will make reasonable efforts to ensure the Property is utilized for a HOME/LIHTF-eligible project, or the City may sell the Property and return the amount of the HOME/LIHTF funds utilized for the purchase to its source. In the alternative to the above, the Developer may sell the Property and, through

escrow for the sale for the Property deduct from the completed sale (i) the amount of the Developer's own funds invested in the Property plus a portion of the profits made from the sale proportionate to the ratio which the Developer's own funds invested in the property bears to the Developer's purchase price for the Property, and (ii) the amount of the HOME/LIHTF funds used to purchase the Property plus the balance of any profit made from the sale to be repaid to the City.

Q. APPRAISAL OF PROPERTY

DEVELOPER understands and agrees that it is the policy of the City to secure as collateral an interest in any and all real property being financed with federal funds. Accordingly, for properties involving acquisition of real property, improvements to real property, or a combination thereof, the City shall not provide funding in excess of fair market value of the subject property. Therefore, the City shall require an appraisal to ascertain fair market value. For projects involving acquisition and improvements to the real property, the City shall require an appraisal indicating the fair market value of the property including all improvements to be made to the property. The City will not disburse any funds pursuant to this Agreement until such appraisal is received to the satisfaction of the City.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 92.257

As a general rule, in accordance with First Amendment Church/State Principles, HOME/LIHTF assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 92.257.

**B. POLITICAL ACTIVITIES Section 319 of Public Law
101-121 of the Department of the Interior
Appropriations Act**

DEVELOPER will comply with the above referenced section, which prohibits the use of HOME/LIHTF funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

DEVELOPER further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME 24 CFR 92.2

DEVELOPER agrees that program income, as defined in 24 CFR 92.2, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME/LIHTF funds or matching contributions;
2. Gross income from the use or rental of real property, owned by the participating jurisdiction, State recipient, or a Developer, that was acquired, rehabilitated, or constructed, with HOME/LIHTF funds or matching contributions, less costs incidental to generation of the income;
3. Payments of principal and interest on loans made using HOME/LIHTF ;
4. Proceeds from the sale of loans made with HOME/LIHTF or matching contributions;
5. Proceeds from the sale of obligations secured by loans made with HOME/LIHTF funds or matching contributions;
6. Interest earned on program income pending its disposition; and
7. Any other interest or return on the investment permitted under 92.205(b) of HOME/LIHTF or matching contributions.

DISPOSITION OF PROGRAM INCOME

Program income must be deposited in the participating jurisdiction's HOME local account unless the participating jurisdiction permits the recipient or Developer to retain the program income for additional HOME projects pursuant to the written agreement required by 92.504.

If the HOME funds were disbursed from the participating jurisdiction's HOME Treasury account, they must be repaid to the Treasury account. If the HOME funds were disbursed from the participating jurisdiction's HOME local account, they must be repaid to the local account. If the jurisdiction is not a participating jurisdiction when the repayment is made, the funds must be remitted to HUD and reallocated in accordance with 92.454.

D. OTHER PROGRAM REQUIREMENTS 24 CFR 92.350-92.358

DEVELOPER shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 92.350-92.358, except that DEVELOPER will not assume the CITY'S environmental responsibilities described at 24 CFR 92.352, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58. More specifically Developer shall be required to comply with the following:

1. GENERAL--24 CFR 92.350

The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the HOME/LIHTF program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.

**2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--
FAIR HOUSING ACT--EXECUTIVE ORDER 11063**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating DEVELOPER to use Federally-funded property for the purpose for which the Federal funds were awarded.

**3. SECTION 109 OF THE HOUSING AND
COMMUNITY DEVELOPMENT ACT OF 1974--AGE
DISCRIMINATION ACT of 1975 --SECTION 504 OF
THE REHABILITATION ACT OF 1973**

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with HOME/LIHTF Grant funds.

**4. LABOR STANDARDS & DAVIS BACON ACT 24
CFR 92.354**

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality.

5. ENVIRONMENTAL STANDARDS 24 CFR 92.352

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. NATIONAL FLOOD INSURANCE PROGRAM

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

**7. DISPLACEMENT, RELOCATION, ACQUISITION,
AND REPLACEMENT OF HOUSING 24 CFR 92.353**

DEVELOPER shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons

shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

DEVELOPER shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. LEAD-BASED PAINT 24 CFR 92.355

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 92.353; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR DEVELOPERS

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 92.505

Governmental entities. The requirements of OMB Circular No. A-87 and the following requirements of 24 CFR part 85 apply to the participating jurisdiction, State recipients, and any governmental Developer receiving HOME/LIHTF funds: 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51, and 85.52.

Non-profit organizations. The requirements of OMB Circular No. A-122 and the following requirements of 24 CFR part 84 apply to Developers receiving HOME/LIHTF that are nonprofit organizations that are not governmental Developers: 84.2, 84.5, 84.13-84.16, 84.21, 84.22, 84.26-84.28, 84.30, 84.31, 84.34-84.37, 84.40-84.48, 84.51, 84.60-84.62, 84.72, and 84.73.

12. CONFLICT OF INTEREST 24 CFR 92.356

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of DEVELOPER who exercise or have exercised any functions or responsibilities with respect to HOME/LIHTF activities assisted pursuant to Part 92.356, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOME/LIHTF-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOME/LIHTF-assisted activity, or with respect to the proceeds of the HOME/LIHTF-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 12166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

E. DRUG-FREE WORKPLACE

As a Developer of HOME/LIHTF funds, and in connection with services offered, the DEVELOPER agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that DEVELOPER shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, DEVELOPER shall transfer to CITY any HOME/LIHTF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOME/LIHTF funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits DEVELOPER from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federally appropriated funds have been paid or will

be paid, by or on behalf of DEVELOPER to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

DEVELOPER agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the DEVELOPER and the activities to be performed by DEVELOPER under the scope of this Agreement. If employing more than fifteen (15) employees, DEVELOPER agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), DEVELOPER agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, DEVELOPER agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

I. AFFIRMATIVE MARKETING 24 CFR 92.351

Developer agrees to undertake an affirmative marketing program in conformance with 24 CFR 92 351 (b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program).

J. MCKINNEY HOMELESS ASSISTANCE ACT

Developer agrees to abide by 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.

K. RECORD KEEPING - 24 CFR 92.508

Developer shall maintain records in accordance with 24 CFR 92.508.

L. FORFEITURE OF FUNDS

Any material breach of the terms of this section shall result in forfeiture of all HOME Program or other funding received by Developer pursuant to this Agreement, or any part thereof as determined by the City.

M. HOUSING QUALITY STANDARDS 24 CFR 251

Developer agrees to maintain the Project in compliance with all applicable State and local housing quality standards and code requirements for the duration of this Agreement; and furthermore, Developer agrees to use HUD-qualified housing inspectors to perform an initial housing quality inspection of any HOME/LIHTF-assisted unit prior to occupancy, or with replacement of a tenant, or after making any Code corrections, with the housing quality inspection to be performed annually, when so requested by the City to ensure such compliance; and if applicable, the cost effective

energy conservation and effectiveness standards in 24 CFR part 39, and local housing code requirements.

N. PERIOD OF AFFORDABILITY 24 CFR 92.252 & 92.254

Developer agrees that this Agreement is in effect for a Period of Affordability of a minimum of 20 years if the City funds consists solely of HOME funds received directly from HUD, HOME funds received from the State, or LIHTF received from the State commencing from the initial date of payment of HOME and/or LIHTF funds, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

O. SALE, TRANSFER OR OTHER CONVEYANCE OF PROPERTY - 24 CFR 92.503

A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOME/LIHTF funds previously invested in the Property will be treated in accordance with 24 CFR Part 92.503 and Administrative Guidelines, NRS 319, and NAC 310 and returned to the City's Neighborhood Development Division of the City's Neighborhood Services Department to be reinvested in other affordable housing units.

P. DISPLACEMENT OR DISLOCATION OF TENANTS – 24 CFR 353

In conjunction with the Project, Developer agrees to minimize displacement or dislocation of current tenants by referring eligible dislocated tenants to the Clark County Housing Authority for tenant-based assistance, and by assisting with their relocation per 24 CFR 92.353.

Should tenants be displaced as a result of acquisition or rehabilitation of the Property, Developer agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

Q. OMB CIRCULARS

Administration of the HOME Program is subject to the uniform policies and requirements of the Office of Management and Budget's (OMB) Circulars and Federal Regulations implementing the Circulars. The Circulars set standards for the administration of grants, principles for determining what costs are allowable, and requirements for independent audits. The Circulars also address many other management issues, including record keeping, procurement, bank accounts, and program income. All Developers of the City's grants, as provided herein, are required to be familiar with the OMB Circulars as it pertains to the Federal grant funding received.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of the United States' Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Developers who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the DEVELOPER to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the DEVELOPER as non-compliant. This means that no funds may be drawn until the City's Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the HOME/LIHTF Program Developer Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or bank statements in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from DEVELOPER by duly authorized CITY

representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

Project records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

E. PROJECT BUDGET

Eligible expenditures for payment by the CITY will be made in accordance with the Project Budget delineated in Exhibit "B" and, subject to any conditions imposed in the Scope of Services, shall include semi-annual reports, when seeking reimbursement from the City for Project costs. All eligible expenses will be reimbursable with appropriate back-up documentation such as, but not limited to, paid invoices, the fronts & backs of cancelled checks, bank statements and/or payroll sheets. DEVELOPER shall not make any changes in the Project budget. Line items may be revised if permission is requested and approved in writing from the City's Neighborhood Services Director.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project Budget expenditures identified in Exhibit "B" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are HOME/LIHTF-ineligible or which are not within the scope of this Agreement.

Developer agrees that disbursement under this Agreement will be made only when the total amount of eligible reimbursable expenses exceeds \$1,000, excepting for the final request for payment under this Agreement. If Developer requests payment in an amount less than the minimum established, payment will be made when the cumulative amount of all eligible reimbursable expenses exceeds \$1,000.

Developer agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed and will be paid on a reimbursement basis.

At the discretion of the City, an amount not to exceed the lesser of ten percent (10%) or \$10,000 of the funds allocated under this Agreement will be retained until the Project is completed and the Developer submits the following:

1. documentation showing that the assisted units meet the Housing Quality Standards, or, if new construction, that the Project has received an occupancy certificate;

2. a certified statement of Final Development Costs which, at a minimum, reports all development costs and expenditures for all federal funds, and the disposition of all of the HOME funds;
3. for projects involving new construction or rehabilitation, a completed form HUD-2516 "Contract and Subcontract Activity";
4. a completed form HUD-40097 "Rental Housing Completion Project Report" or, for owner-occupied projects, form HUD-4096 "Homeownership Project Completion Report";
5. evidence of the recorded fully executed Deed of Trust securing the City's interest in the Property; and
6. evidence that Developer has provided the manager of the Project (Management Agent) with a copy of the HOME/LIHTF Program regulations and the specific HOME/LIHTF compliance requirements for the Project.

G. UNEXPENDED FUNDS

HOME/LIHTF funds must be spent in a timely manner. In the event that the City's NEIGHBORHOOD SERVICES staff has reason to believe that the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram the funds to another HOME/LIHTF eligible project/program.

H. ACCOUNTING METHODS

Expenditures charged to City HOME/LIHTF funds will be accounted for separately from all other revenue sources. These records shall be maintained by DEVELOPER.

I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City in its financial management. DEVELOPER will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the DEVELOPER with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the DEVELOPER may retain such funds provided that DEVELOPER notifies the CITY in writing and that DEVELOPER uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 92.504(c)(2)(vii), the DEVELOPER must transfer upon expiration of the term of this Agreement any HOME/LIHTF funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME/LIHTF funds provided pursuant to this Agreement.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

DEVELOPER and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by HUD and/or any applicable federal statutes or regulations.

B. TERMINATION PROCEDURES

DEVELOPER and the City hereby agree that this Agreement is subject to federal enforcement procedures identified in 24 CFR Part 84.62. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the City or DEVELOPER or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As a recipient of the HOME/LIHTF funds, the City reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to DEVELOPER.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

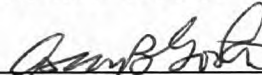
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions are not inserted, or is not correctly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

D. NOTIFICATION OF AGENCY CHANGES

In addition to Section II (L), DEVELOPER must notify the City in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the DEVELOPER.

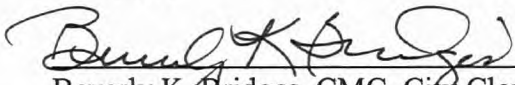
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

CITY OF LAS VEGAS



Oscar B. Goodman, Mayor Date

ATTEST:



Beverly K. Bridges, CMC, City Clerk

APPROVED AS TO FORM:

 9/26/07

Date

SILVER STATE HOUSING

By  9/26/07

Lori Muehlhausen, President Date

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Lori Muehlhausen, President, Silver State Housing, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the HOME Investment Partnerships "HOME" Program and/or Low Income Housing Trust Fund (LIHTF) Agreement to Fund Sonoma Palms Senior Apartments Project approved by the City Council of the City of Las Vegas, Nevada on the 18th day of April, 2007, a copy of which is attached hereto and incorporated herein.

Executed this 26th day of SEPT, 2007.

Silver State Housing

By: Lori Muehlhausen
Lori Muehlhausen, President

State of Nevada)
County of Clark)

On this 26 day of SEPTEMBER, 2007, before me, the undersigned, a Notary Public in and for said county and State, personally appeared Lori Muehlhausen as President, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntary and for the uses and purposes therein mentioned.

Patricia Ann Benefiel
Notary Public

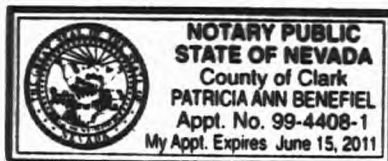


EXHIBIT "A"

Scope of Services

A. The City will provide up to \$843,000 to Developer in HOME Program and/or LIHTF funds to assist with the construction of 238 units of affordable housing, hereinafter referred to as the "Project," as described in this Exhibit "A", and incorporated herein as if fully set forth and as indicated in the Project Budget attached to the Agreement as Exhibit "B". The Project will be located on 3050 N. Jones Boulevard. The development of the Property is generally depicted on the Site Map attached to the Agreement as Exhibit "C-1". A rendering of the Project is generally depicted on the Drawing, attached to the Agreement as Exhibit "C-2". A legal description of the Property is attached to the Agreement as Exhibit "D". The timing and method of providing HOME/LIHTF funds shall be entirely within the City's discretion.

The construction of the Project is to be completed by April 16, 2008, unless otherwise specified, in writing, by the City. A six month extension of the April 16, 2008, deadline may be authorized by the City of Las Vegas Neighborhood Services Director if additional time is necessary to complete the Project and the extension of time will not jeopardize any other activity, project or funding source of the City. The extension request must be in writing as well as the extension authorization.

B. Developer agrees that any Project costs, unless and until specified in writing by the City of Las Vegas exceeding the \$843,000 in HOME Program or other funds provided by the City pursuant to the Agreement will be the responsibility of the Developer. Developer further agrees to pay all maintenance and operating costs of the Project unless otherwise agreed to by the City.

C. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to the Agreement and approved and signed by both the Developer and the Mayor if funding amounts over \$24,999 are involved or by the City's Director of Neighborhood Services or the Director's designee if funding amounts of less than \$24,999 are involved. In addition, the City's Department Director is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOME Program and/or Low Income Housing Trust Fund (LIHTF) funding to the City.

D. Developer understands and agrees that the City shall not release any funds unless and until the required Environmental Review is completed for the Property per 92 CFR 58. Notwithstanding any provision of the Agreement, the Developer agrees as follows:

1. Developer hereto agrees and acknowledges that the Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from the U.S.

Department of Housing and Urban Development under 24 Part 58, as may be required. The Developer further agrees that the provision of any funds to the Project is conditioned on the City's determination to proceed with, modify or cancel the Project based on the results of a subsequent environmental review. Violation of this provision may result in the denial of any funds under the Agreement.

2. Developer must provide the City with the written minutes of all construction meetings until the Certificate of Occupancy on the Project is received.
3. Developer agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in the amount of \$843,000.

E. Developer understands and agrees that it is the policy of the City to secure as collateral an interest in any and all real property being financed with federal funds. Accordingly, the City shall not provide funding in excess of fair market value of the subject property. Therefore, the City shall require an appraisal indicating the fair market value of the property including all improvements to be made to the property. The City will not disburse any funds pursuant to the Agreement until such appraisal is received to the satisfaction of the City.

F. Developer shall complete all construction and development of the site within the times specified in the Schedule of Performance attached as Exhibit "A-1" or such reasonable extension of said dates as may be requested in writing by the Developer and granted in writing by the City where such extensions shall not be unreasonable, withheld.

G. Developer will not lease any portion of the HOME-assisted housing units to other than HOME-eligible tenants, as defined in the HOME Program regulations (24 CFR 92). Developer will not lease any of the HOME-assisted housing units to households who at the time of initial occupancy have an income that exceeds 60% of the area median adjusted for family size as shown on the HUD Program Income Guidelines attached to the Agreement as Exhibit "E". Developer agrees that the HOME-assisted unit rents will not exceed the Low HOME Rent limits established by HUD annually for the HOME program attached to the Agreement as Exhibit "F". When tenants receive additional subsidy through rental assistance programs such as Section 8, the rent of a unit may be raised to the rental assistance program limit only if three HOME requirements are met: 1) the tenant is paying no more than 30 percent of their adjusted income; 2) the subsidy is project-based (affects the entire project, not just a single unit); and 3) the tenant's income is less than 50 percent of the area median income. If the subsidy is tenant-based (not project-based), the total HOME rent is the maximum amount from all sources that the owner may receive for HOME-assisted units. All tenants in the assisted units shall have leases with Developer, or its assignee, and furthermore, all leases shall be for a period of one year, unless a different period is agreed upon by Developer and the tenant(s).

H. If the HOME-assisted housing, or any portion thereof, is converted to non-qualified HOME activities, including if the HOME-assisted housing units, or any

portion thereof, are subleased, or through foreclosure or other circumstances Developer loses legal possession of the Property, the Developer will, upon request of the City, repay to the City, without interest, the amount of HOME Program funds or other funds that Developer received from the City hereunder. The City shall require reasonable assurances of security for such repayments, which shall be an All Inclusive Deed of Trust and Assignment of Rents ("Deed of Trust") for such Property pursuant to 24 CFR 92.254, a sample of which is attached to this document (Attachment III), and which LP, as the Property owner, shall execute as part of this Agreement as security for the Promissory Note executed by LP (the form of which is attached as Attachment II) for the Project funds from Developer. Developer, as the Beneficiary of said Deed of Trust and holder of the Promissory Note, shall execute the Assignment of Deed of Trust, the form of which is attached as Exhibit "H", and the Note Pledge Agreement, the form of which is attached as Attachment IV, which shall transfer and assign the Deed of Trust and Promissory Note to the City as security for the Developer's performance of its obligations and repayment of the Project Funds provided under the Agreement.

I. Should the Developer or LP lose its legal position of the Property through foreclosure proceedings, the Developer and LP acknowledge and agree that the City, as the assignee/beneficiary of the Deed of Trust and secured party under the Note Pledge Agreement, will require repayment of the HOME Program funds from the net proceeds (if any) from the foreclosure sale and this amount will satisfy the repayment of the HOME Program funds.

J. Developer acknowledges that the Property will be encumbered by one or more Deeds of Trust created by the Developer, or its assignee, Sonoma Palms Limited Partnership, to provide additional financing for the Project which will be recorded in the Official Records of Clark County, Nevada. The City acknowledges and agrees that the Deed of Trust assigned to the City will be subject and subordinate to any such liens required for the construction and permanent financing of the Project, other than the recorded deed(s) of trust, including any liens or other encumbrances during the Period of Affordability.

K. Developer will provide the Neighborhood Services Director with client usage records for HOME/LIHTF assisted units on a semi-annual basis during the period of this Agreement. These records will contain but are not limited to, the following data:

1. Total clients served;
2. Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other;
3. Number of clients who report a Hispanic ethnicity;
4. Number and percentage of Low and Very Low Income clients as defined by HUD HOME Program Income Guidelines (Exhibit "E");

5. Number of handicapped clients served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Number of renter households served, and rent charged;
9. Number of owner households served; and
10. Monthly rent paid by each household served.

L. The Agreement between the City and Developer will commence as of the date set forth in the introductory paragraph of the Agreement(which shall be the date of approval by the City Council) and the HOME Program funds allocated by it will be expended on or before April 17, 2008. Upon rental of all HOME-assisted units, the Developer must submit Completion Reports with Beneficiary information to the City prior to final release of funds.

Project Description

The Project will be for Sonoma Palms Senior Apartments, located at 3050 N. Jones Boulevard, Las Vegas, Nevada. The Project will be designed as a 238-unit affordable senior housing project consisting of one- and two-bedroom units, a 7,600 sq. ft. clubhouse, pool and spa. All units will have separate exterior entrances. The Project will consist of five residential buildings configured as two stories, with elevators, 244 covered parking spaces, and a unit mix of 92 one-bedroom and 146 two-bedroom. All 238 units will be affordable and made available to households earning 60% or less of Area Median Income.

Silver State Housing, the Project sponsor, will form a single asset corporation, Sonoma Palms Limited Partnership ("LP"), to own the Property. The General Partner will be Sonoma Palms LLC, with Silver State Housing as a Nevada non-profit affiliate.

The HOME/LIHTF funds provided by the City to Silver State Housing, will be loaned to the LP at a below-market interest rate and secured by a Promissory Note (Attachment "II") and Deed of Trust ("Attachment III"). The HOME funds provided to Silver State Housing, shall be used solely to finance HOME-eligible project soft costs per 24 CFR 92.206.

In accordance with 24 CFR 92.300(a)(2), any proceeds generated from Silver State Housing investment of HOME funds into the Project may be used by Silver State Housing, if written approval is sought from the City of Las Vegas and given. The proceeds may only be used for other affordable housing activities as the term "affordable housing" is defined by HUD.

Of the 238 project units, 11 units (5 one-bedroom and 6 two-bedroom) will be designated as HOME-assisted and will be reserved for households at or below 60% Area Median Income (AMI). The HOME units will be considered floating units and may change over time so long as the assisted units remain comparable to the non-assisted units over the affordability period in term of size, features, and number of bedrooms.

The Project will be operated as affordable housing for a minimum period of 20 years. The Project will be located as follows: 3050 N. Jones Boulevard.

Assessor Parcel Numbers: 138-13-101-002; 138-13-101-003; 138-13-101-004

In addition to the affordability requirements related to the HOME funds, long-term affordability will be governed by a regulatory agreement with the State of Nevada, Housing Division for the Low Income Housing Tax Credit financing.

EXHIBIT "A-1"
SCHEDULE OF PERFORMANCE

ACTION	DATE
Permanent Loan Origination Fee	July – December 2007
Document Preparation Fees	July – December 2007
Interest Rate Cap	July – December 2007

EXHIBIT "B"
PROJECT BUDGET

Item	Total Estimated Cost	To Be Funded with CLV HOME
Acquisition of Land & Buildings	\$	\$
Land	\$ 3,000,000	\$
Subtotal-Acquisition of Land & Buildings	\$ 3,000,000	\$
Construction/Rehabilitation Costs		
New Building Costs	\$14,069,716	\$
Site Work	\$ 2,255,407	\$
Utility Connections and Permits	\$ 1,154,000	\$
Other: Storage Units	\$ 25,000	\$
Contractor Fee	\$ 876,945	\$
Construction Contingency	\$ 730,788	\$
Subtotal-Construction/Rehabilitation Costs	\$19,111,856	
Construction Financing Costs:		
Construction Insurance	\$ 245,200	\$
Construction Loan Interest	\$ 1,715,228	\$
Property Taxes During Construction	\$ 38,800	\$
Subtotal-Construction Financing Costs	\$ 1,999,228	\$
Permanent Loan Financing Costs:		
Permanent Loan Origination Fee	\$ 163,500	\$163,500
Title and Recording Fees	\$ 50,000	\$
Legal Fees	\$ 125,000	\$
Documentation Preparation Fees	\$ 396,300	\$396,300
Escrow Closing Fee	\$ 10,000	\$
Other: Interest Rate Cap	\$ 619,400	\$283,200
Subtotal-Permanent Loan Financing Costs	\$ 1,364,200	\$843,000
Related Soft Costs – General:		
Architectural Design Fees	\$ 185,000	\$
Engineering Fees	\$ 110,900	\$
Survey	\$ 15,000	\$
Appraisal Fee(s)	\$ 15,000	\$
Environmental Report	\$ 5,000	\$
Soils Report	\$ 5,000	\$
Market Study	\$ 15,000	\$
Project Audit Fee	\$ 15,000	\$
...Subtotal-Related Soft Costs/General	\$ 365,900	\$
Developer Costs:		\$
Developer's Fee	\$ 2,878,320	
Subtotal-Developer Costs	\$ 2,878,320	\$
TOTAL ESTIMATED COST	\$28,719,504	\$843,000

EXHIBIT "C-1" SITE MAP

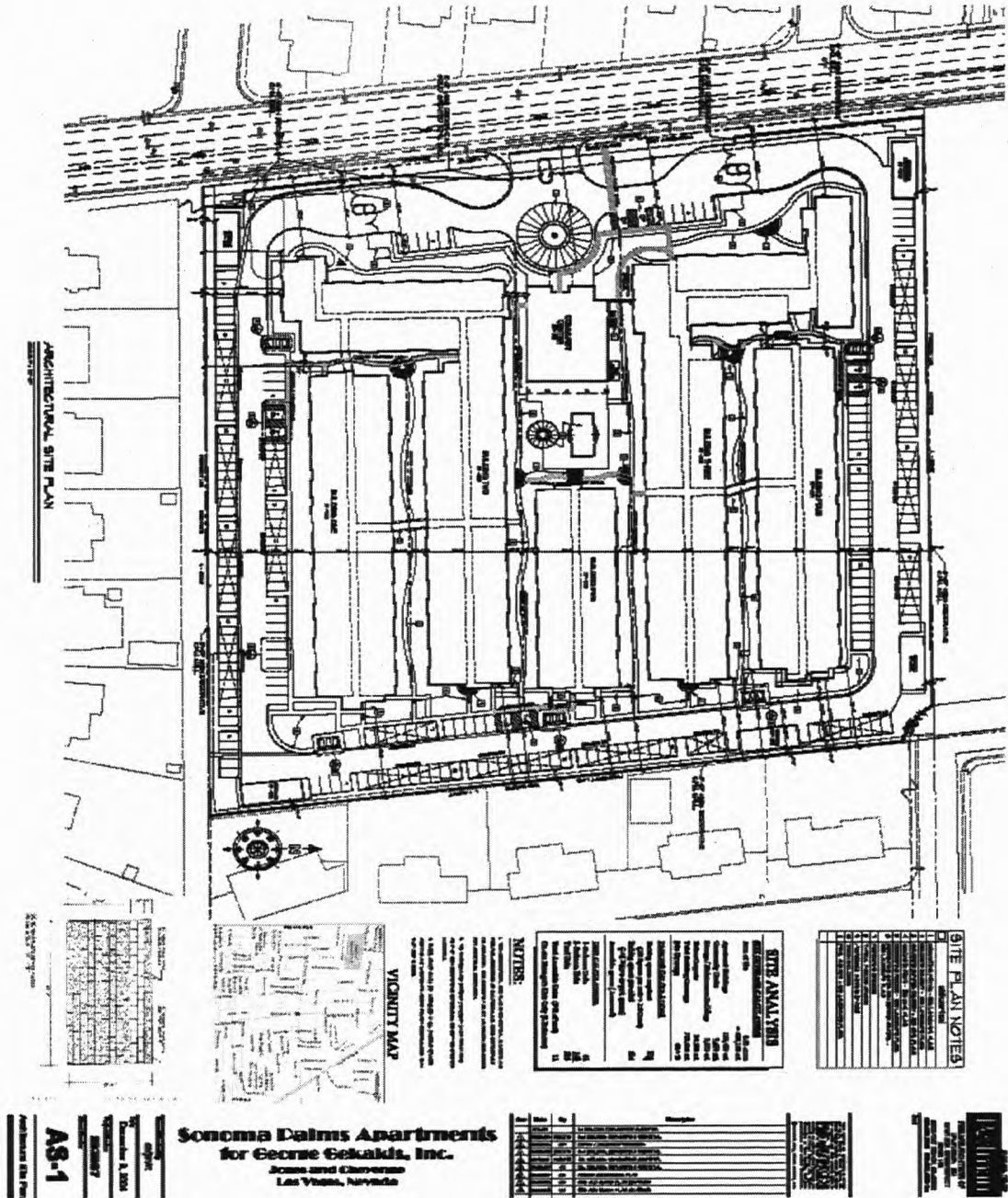


EXHIBIT "C-2"
RENDERING



EXHIBIT "D"

LEGAL DESCRIPTION

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1

The North Half (N 1/2) of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (N 1/4) of Section 13, Township 20 South, Range 60 East, M.D.B.&M.

Excepting therefrom the West 30 feet of said land as conveyed to Clark County by Deed recorded January 18, 1985 as Document No. 2009919 in Book 2050 of Official Records, Clark County, Nevada.

PARCEL 2

The South Half (S 1/2) of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (N 1/4) of Section 13, Township 20 South, Range 60 East, M.D.B.&M.

Excepting therefrom the West 30 feet as conveyed to the County of Clark, by Deed recorded December 24, 1984 in Book 2040, as Document No. 1999087, Official Records, Clark County, Nevada.

PARCEL 3

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (N 1/4) of Section 13, Township 20 South, Range 60 East, M.D.B.&M.

Excepting therefrom the West 30 feet as conveyed to the County of Clark, by Deed recorded December 24, 1984 in Book 2040, as Document No. 1999087, Official Records, Clark County, Nevada.

EXHIBIT "E"
HOME/LIHTF PROGRAM INCOME GUIDELINES
U.S. Department of Housing and Urban Development (HUD)
HOME/ADDI Program Limits (Effective March, 2007)
Median Family Income (\$60,100)

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>	
1	30%	12,650
	50%	21,050 (Very Low-Income)
	60%	25,260
	80%	33,650 (Low-Income)
2	30%	14,450
	50%	24,050 (Very Low-Income)
	60%	28,860
	80%	38,500 (Low-Income)
3	30%	16,250
	50%	27,050 (Very Low-Income)
	60%	32,460
	80%	43,300 (Low-Income)
4	30%	18,050
	50%	30,050 (Very Low-Income)
	60%	38,400
	80%	48,100 (Low-Income)
5	30%	19,500
	50%	32,450 (Very Low-Income)
	60%	41,460
	80%	51,950 (Low-Income)
6	30%	20,950
	50%	34,850 (Very Low-Income)
	60%	41,820
	80%	55,800 (Low-Income)
7	30%	22,400
	50%	37,250 (Very Low-Income)
	60%	44,700
	80%	59,650 (Low-Income)
8	30%	23,850
	50%	39,650 (Very Low-Income)
	60%	47,580
	80%	63,500 (Low-Income)

EXHIBIT "F"
HOME/LIHTF RENT LIMITS:
U.S. Department of Housing and Urban Development (HUD)
Program Limits (March, 2007)

<u>PROGRAM</u>	<u>EFF</u>	<u>1-BR</u>	<u>2-BR</u>	<u>3-BR</u>	<u>4-BR</u>	<u>5-BR</u>	<u>6-BR</u>
Low Home Rent Limit	526	563	676	781	871	961	1051
High Home Rent Limit	643	713	857	981	1075	1167	1261
<u>For Information Only:</u>							
Fair Market Rent	643	754	891	1237	1503	1728	1954
50% Rent Limit	526	563	676	781	871	961	1051
65% Rent Limit	664	713	857	981	1075	1167	1261

EXHIBIT "G"

ALLONGE

To be attached to that certain Promissory Note, dated _____, 2007 in the original amount of Eight Hundred Forty-Three Dollars (\$843,000) executed by Silver State Housing, a Nevada nonprofit corporation, in favor of Sonoma Palms Limited Partnership, a Nevada limited partnership.

Pay to the order of City of Las Vegas
Dated: _____, 2007

SILVER STATE HOUSING, a Nevada
non-profit corporation

By: _____
Lori Muehlhausen, President

EXHIBIT "H"

APN Numbers: 138-13-101-002; 138-13-101-003; 138-13-101-004

When recorded, return to:

City of Las Vegas

Neighborhood Services Department

400 Stewart Avenue

Las Vegas, NV 89101

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, Silver State Housing, a Nevada nonprofit corporation, hereby grants, assigns and transfers to the City of Las Vegas, all of the undersigned's right, title and interest in that certain Deed of Trust, dated as of _____, 2007 and recorded in the Official Records of the County Records Office for the County of Clark on _____ as Instrument No. _____ (the "**Deed of Trust**"), together with the undersigned's right, title and interest in and to that certain Promissory Note in the amount of \$843,000 executed by Sonoma Palms Limited Partnership, a Nevada limited partnership (or Limited Liability Company if that is the case) in favor of the undersigned which is described in the Deed of Trust, the money due and to become due thereon with interest and all rights accrued or to accrue under the Deed of Trust. The Deed of Trust encumbers that certain real property described on the attached Exhibit D.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Deed of Trust as of _____.

SILVER STATE HOUSING, a Nevada non
profit corporation

By: _____
Lori Muehlhausen, President

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

EXHIBIT "D"

LEGAL DESCRIPTION

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1

The North Half (N 1/2) of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (N 1/4) of Section 13, Township 20 South, Range 60 East, M.D.B.&M.

Excepting therefrom the West 30 feet of said land as conveyed to Clark County by Deed recorded January 18, 1985 as Document No. 2009919 in Book 2050 of Official Records, Clark County, Nevada.

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The South Half (S 1/2) of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (N 1/4) of Section 13, Township 20 South, Range 60 East, M.D.B.&M.

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Excepting therefrom the West 30 feet as conveyed to the County of Clark, by Deed recorded December 24, 1984 in Book 2040, as Document No. 1999087, Official Records, Clark County, Nevada.

ATTACHMENT "I"

DISCLOSURE OF PRINCIPALS

The Directors of the Board of Silver State Housing and all persons and entities holding more than 1% interest in Silver State Housing or any principal of Silver State Housing are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. <u>Lori Muehlhausen</u>	2655 S. Rainbow # 401, LV, NV 89146	702-364-8027
2. <u>Jeffrey B. Edwards</u>	2655 S. Rainbow # 401, LV, NV 89146	702-364-8027
3. <u>K.C. Camis</u>	2655 S. Rainbow # 401, LV, NV 89146	702-364-8027
4. <u>Dr. Filippas Diamantis</u>	2655 S. Rainbow # 401, LV, NV 89146	702-364-8027
5. <u>Carmelean Kitty Martin</u>	2655 S. Rainbow # 401, LV, NV 89146	702-364-8027
6. <u>Beverly Simpson</u>	2655 S. Rainbow # 401, LV, NV 89146	702-364-8027
7. <u>Chris Stimson</u>	2655 S. Rainbow # 401, LV, NV 89146	702-364-8027
8. <u>Bernice Wiggins</u>	2655 S. Rainbow # 401, LV, NV 89146	702-364-8027
9. <u>Fran Fox</u>	2655 S. Rainbow # 401, LV, NV 89146	702-364-8027
10. <u>Carmen Fried</u>	2655 S. Rainbow # 401, LV, NV 89146	702-364-8027

Continue list until full and complete disclosure is made.

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

Silver State Housing
A Nevada non-profit

By: _____
Lori Muehlhausen, President

Subscribed and sworn to before me this
_____ day of _____, 2007

Notary Public

ATTACHMENT "II"

PROMISSORY NOTE
(SECURED – ALL INCLUSIVE)

\$843,000

Las Vegas, Nevada

_____, 2007

FOR VALUE RECEIVED, the undersigned (herein "Maker") hereby promises to pay to the order of Silver State Housing, a Nevada non-profit corporation (herein "Holder"), at 2655 S. Rainbow Blvd #401, Las Vegas, NV 89146, or at such other place or to such other party as Holder may from time to time designate in writing, the principal sum of Eight Hundred Forty-Three Thousand Dollars (\$843,000). This Note will be recourse to the Maker and shall bear interest at ____% per annum, compounded annually, which will accrue during the term of the Note.

Payments of principal and interest shall be paid as follows:

Each payment is to be applied when received first to any expenses reimbursable to Holder, second to any unpaid interest and third, any balance shall be used to reduce the principal balance.

The indebtedness represented by this Promissory Note (the "Note") shall be all due and payable in its entirety on the earlier of (i) that date which is _____ years from the date hereof, or (ii) the date upon which the City Obligation (as defined below) shall become due and payable whether upon default thereunder, by acceleration or otherwise. Maker shall have the right to prepay the indebtedness evidenced hereby in full, or in part, at any time.

Except as otherwise provided herein or in the All-Inclusive Deed of Trust (as defined below), as long as Maker is in full compliance with all of its obligations under this Note and the All-Inclusive Deed of Trust, by its acceptance hereof, Holder agrees to perform all obligations of Holder, to the extent not agreed to be performed by Maker hereunder or under the All-Inclusive Deed of Trust as defined in the HOME Investment Partnerships ("Home") Program And/Or Low Income Housing Trust Fund ("LIHTF") Program Agreement To Fund to Silver State Housing, dated as of _____ ("City Obligation") which said City Obligation will be secured by a pledge of the Note and the All-Inclusive Deed of Trust, executed by Holder in favor of City of Las Vegas (the "City Lender.")

In the event Holder shall fail to timely and fully pay and perform any of the obligations required to be performed by Holder as provided herein, in addition to any other rights and remedies available to Maker, Maker shall be entitled to pay and perform the City Obligation and offset against the amounts due Holder hereunder the full amount of all

sums paid and/or costs incurred in connection with Maker's payment and performance of the City Obligation.

The Maker and any endorsers or guarantors hereof and all others who may become liable for all or part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and non-payment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without in any way affecting or discharging this liability.

In the event any of the payments from or performance by Maker required by the terms hereof be not paid or performed when same become due, then at any time thereafter, the whole of the unpaid principal balance of this Note shall, at the option of Holder and without notice, become immediately due and payable. This option may be exercised at any time after any such event and the acceptance by Holder of one or more installments or other payments or performance from any person thereafter shall not constitute a waiver of Holder's option.

Time is expressly made of the essence with respect to every provision hereof and the All-Inclusive Deed of Trust. This Note shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

This Note is secured by the certain All-Inclusive Deed of Trust of even date herewith executed by Maker, aka Trustor to Silver State Housing, as trustee, in favor of Holder, as beneficiary, which All-Inclusive Deed of Trust (The "All-Inclusive Deed of Trust") encumbers that certain real property more particularly described therein (the "Property").

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by to the extent and the manner provided in those certain Subordination Agreements recorded concurrently with the All-Inclusive Deed of Trust, between Silver State Housing, Holder, and Maker (the "Subordination Agreement"). The All-Inclusive Deed of Trust securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Deed of Trust securing the respective Promissory Notes described above as more fully set forth in the Subordination Agreements.

The rights and remedies of the payee and each subsequent holder of this Note under the All-Inclusive Deed of Trust securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of the Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement.

Maker hereby specifically acknowledges, confirms and agrees that: (i) Maker has received copies of the documents and instruments evidencing and/or security the City Obligation (collectively, the "City Obligation Documents"), (ii) Maker has reviewed and understands all of the provisions of the City Obligation Documents, this Note and the

All-Inclusive Deed of Trust, and has reviewed the same with legal counsel of Maker's own choosing, (iii) Maker has not requested, received, or relied upon any legal advice, representations or warranties from Holder in connection with the City Obligation Documents, this Note or the All-Inclusive Deed of Trust, and (iv) as between Maker and Holder, Maker shall be primarily responsible for and hereby expressly covenants and agrees to fully and timely perform, all of the obligations of Holder under, arising out of or with respect to the City Obligation Documents including, without limitation, payment of taxes, maintenance of the Property, compliance with low income housing restrictions, recorded covenants, conditions and restrictions, applicable laws, etc. but excluding the obligation to make payment of the County Obligations.

IN WITNESS WHEREOF, the Maker has caused this Note to be executed on its behalf by its duly authorized officer as of the date first above written.

Sonoma Palms Limited Partnership, a Nevada Limited Partnership

By: Silver State Housing, a Nevada non profit corporation, as General Partner

By: _____
Lori Muehlhausen, President

ATTACHMENT "III"

APN Numbers: 138-13-101-002; 138-13-101-003; 138-13-101-004

WHEN RECORDED MAIL TO:

City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101

ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS

This ALL-INCLUSIVE DEED OF TRUST, made this _____ day of _____, 2007, between Sonoma Palms Limited Partnership herein called TRUSTOR, whose address is 2655 S. Rainbow Blvd., Ste 401, Las Vegas, Nevada 89146, and _____ Title Company, a Nevada Corporation herein called TRUSTEE, and Silver State Housing, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City of Las Vegas, State of Nevada, described on Exhibit "A" attached hereto.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents issues and profits.

For the Purpose of Securing (1) payment of the sum of Eight Hundred Forty-Three Dollars with interest thereon according to the terms of the All-Inclusive Promissory Note of even date herewith (Hereinafter "the Secured Note") made by Trustor, payable to the order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein.

A. HOME/TRUST FUND CONTRACT:

1. This is an All-Inclusive Deed of Trust, securing (1) the Secured Note and (2) the obligations of the Beneficiary to the City of Las Vegas, under the Agreement to Loan HOME Investment Partnerships Program ("HOME") Funds to Silver State Housing dated April 18, 2007 hereinafter referred to as the "HOME/Trust fund Agreement."
2. The Trustor shall abide by the terms of the HOME/Trust Fund Agreement. Trustor agrees to use the property to construct and rent decent, safe, and sanitary units to a HOME/Trust Fund Program eligible recipient. Trustor agrees to maintain and operate the above-described property as a drug-free environment. Trustor agrees to maintain 11 units within the above-described property as Affordable Housing for a period of 20 years from the date of execution of this

Deed of Trust, unless terminated earlier pursuant to the HOME/Trust Fund Agreement. Trustor agrees to abide by the HOME/Trust Fund rules, specifically 24 CFR 92, NRS 319, NAC 319 and the Trust Fund Administrative Guidelines, as applicable.

3. Trustor agrees to repay \$843,000 in HOME/Trust Fund Program funds upon prohibited sale or transfer of the Property as provided by the HOME/Trust Fund Agreement; provided, however, that the foregoing shall only apply to transfers of the Property and not to transfers of membership interest in Trustor.

City of Las Vegas requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to it at City of Las Vegas, Neighborhood Services Department, 400 Stewart Avenue – 2nd Floor, Las Vegas, NV 89101.

B. TO PROTECT THE SECURITY OF THE ALL-INCLUSIVE DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish and build thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this All-Inclusive Deed of Trust.

4. To pay; (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof,

may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise and encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers; pay reasonable expenses, employ counsel and pay reasonable attorneys fees.

5. To pay immediately and with out demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditures at the rate provided in the Secured Note.

C. IT IS MUTUALLY AGREED:

1. that any award of damages in connection with any condemnation for public use or of injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such money's received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, Trustor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Property in a manner that provides adequate security to Beneficiary for repayment of amounts due hereunder if such proceeds are insufficient then Trustor shall have funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the HOME/Trust Fund Agreement. If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the amounts due hereunder in a manner that provides adequate security to Beneficiary for repayment of the remaining balance of the amounts due hereunder.

3. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this All-Inclusive Deed of Trust and the Secured Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may; reconvey any part of said property consent to the making of any map or plat thereof, join in granting any easement thereon; or join

in any extension agreement or any agreement subordinating the lien or charge hereof.

5. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this All-Inclusive Deed of Trust and the Secured Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such Reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such Reconveyance may be described as "the person or persons legally entitled thereto."

6. Notwithstanding anything to the contrary contained herein, Trustor hereby irrevocably assigns, gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness hereby secured, enter upon and take possession of said property or any part thereof in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of operation, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of defaults hereunder or invalidate any act done pursuant to such notice.

7. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and notice of breach and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with the Trustee this All-Inclusive Deed of Trust, the Secured Note and all documents evidencing expenditures secured hereby.

After the lapse of such time may then be required by law following the recordation of said notice of breach, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall see said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

Trustee shall deliver to such purchaser its deed conveying the property so sold, but without covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of truthfulness thereof. Any person,

including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase as such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, include costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in the secured Note; all other sums then secured hereby; and the remainder, if any to the person or persons legally entitle thereto.

8. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the recorder of county or counties where said property is situated, shall be conclusive proof or proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and document number where this All-Inclusive Deed of Trust is recorded and the name and address of the Trustee.

9. That this All-Inclusive Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The Term Beneficiary shall mean the owner and holder, including pledges of the note secured hereby, whether or not named as Beneficiary herein. In this All-Including Deed of Trust, whenever the context so requires, the neuter gender includes the feminine and/or masculine and the singular number includes the plural.

10. That the Trustee accepts this Trust when this All-Include Deed of Trust, duly executed and acknowledged, is made a public record as provided. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

D. THE PARTIES FURTHER AGREE:

1. By Beneficiary's acceptance of the All-Inclusive Deed of Trust, Beneficiary agrees that provided Trustor is not in default on the Secured Note, Beneficiary shall pay all installments of principal and interest with become due under the terms of the HOME Investment Partnership ("HOME") Program and/or Low Income Housing Trust Fund ("LIHTF") Program Agreement ("HOME/LIHTF Agreement"). In the event Trustor shall be in default on the Secured Note, Beneficiary's obligation under the HOME/LIHTF Agreement is deferred until the default under the Secured Note is cured. Should the Beneficiary default in and of the installments as to the payment on the HOME/LIHTF Agreement at a time when Trustor is not in default in performance of the

obligations of the Trustor under the Secured Note or this All-Inclusive Deed of Trust, the Trustor, may make said payments directly to the holder of such HOME/LIHTF Agreement; any and all payments so made shall be credited to the Secured Note against the next succeeding installment of principal and interest. Nothing contained herein shall be construed to create a third party beneficiary relationship between the Beneficiary and any other person.

2. Notwithstanding any covenants contained in the HOME/LIHTF Agreement, Beneficiary shall have no further duty under this All-Inclusive Deed of Trust when: (i) the lien of this All-Inclusive Deed of Trust has been extinguished by foreclosure sale or (ii) this All-Inclusive Deed of Trust has been duly reconveyed after payment in full of the Secured Note and subsequent to the payment of beneficiary herein of Trustor's portion of the HOME/LIHTF Agreement which the Beneficiary herein is required to pay to the holder of said HOME/LIHTF Agreement.

Should Trustor be in default under the terms of the Secured Note and if Beneficiary consequently incurs any penalties, charges, or other expenses on account of the HOME/LIHTF Agreement during the period of such default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Secured Note and shall be immediately payable by Trustor to Beneficiary.

If at any time the total of: the unpaid balance of the Secured Note, the accrued interest thereon, all other sums due under the terms thereof and all sums advanced by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust, is equal to or less than the unpaid principal balance of the HOME/LIHTF Agreement and accrued interest thereon, the Secured Note at the option of Beneficiary, shall be canceled and said property shall be reconveyed from the lien of this All-Inclusive Deed of Trust.

3. Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon said property, are applied by the holder of the HOME/LIHTF Agreement in reduction of the unpaid principle amount thereof the unpaid principal balance of the Note secured hereby shall be reduced by an equivalent amount and be deemed applied to the last sums due under the Secured Note.

At such time as the Secured Note becomes fully due and payable, the unpaid indebtedness of principal and interest due on the HOME/LIHTF Agreement.

4. Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of the All-Inclusive Deed of Trust may not be more than the sum of the following amounts: (i) The equity of Beneficiary in the note secured hereby being the difference between the then unpaid balance of principal and interest accrued and unpaid on the secured Note on the date of such foreclosure sale and the then unpaid balance of principal and interest so accrued

and unpaid on the HOME/LIHTF Agreement as of the date of such foreclosure sale; plus (ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust prior to the date of such foreclosure sale for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of the All-Inclusive Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus (iii) the costs of foreclosure together with attorneys' fees and costs incurred by Beneficiary in enforcing this All-Inclusive Deed of Trust or the Note secured hereby as permitted by law.

5. Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under the All-Inclusive Deed of Trust securing the Secured Note.

6. The following Covenants, Nos. 1, 3, 4 (rate of interest is the default rate stated in the Note), 5, 6, 7 (5%), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, provided, however, that the express covenants of this Deed of Trust shall control to the extent that the same are inconsistent with Covenant Nos. 1, 3, 4, 5 and 9 and provided further, that Covenant Nos. 6, 7 and 8 shall control over the express covenants of this Deed of Trust to the extent the same are inconsistent with Covenant Nos. 6, 7, and 8.

7. If a monetary event of default occurs under the terms of any of the Secured Note, prior to exercising any remedies thereunder Beneficiary shall give each of the Limited Partners of the Trustor, as identified below or as identified to Beneficiary by written notice, simultaneous written notice of such default. Trustor shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note.

8. If a non-monetary event of default occurs under the terms of the Secured Note, prior to exercising any remedies thereunder Beneficiary shall give Trustor and each of the Limited Partners (or Limited Liability Company if that is the case), as identified below or as identified to Beneficiary by written notice, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days

after the first notice of default is given, or such longer period of time as may be specified in the Secured Note.

9. Beneficiary shall give Limited Partner written notice of any default under the Loan Documents, and the cure periods contained in Paragraphs 7 and 8 above shall commence on the effective date of any such notice, at the following address:

Investor Limited Partner and
Special Limited Partner:

AMTAX Holdings 560, LLC
and PROTECH 2004-D, LLC
c/o Paramount Financial Group, Inc.
4009 Columbus Road S.W.
Granville, OH 43023

Sonoma Palms Limited Partnership

Phone: 702-364-8027
Fax: 702-364-4925

With a copy to:

Sonoma Palms, LLC
2655 S. Rainbow Blvd., Ste 401
Las Vegas, NV 89146
Phone: 702-364-8027
Fax: 702-364-4925

10. Any cure periods available to the Limited Partners, shall commence upon the date of any such notice to the Limited Partners.

TRUSTOR: Sonoma Palms Limited Partnership, a Nevada Limited Partnership.

By: Silver State Housing, a Nevada non-profit corporation as
General Partner

By _____
Lori Muehlhausen, President

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this ____ day of _____, 200 __, Lori Muehlhausen personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

BENEFICIARY: Silver State Housing, a Nevada nonprofit corporation

By: _____
Lori Muehlhausen, President

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this ____ day of _____, 200__, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

TRUSTEE: _____

By: _____

Its: _____
(Title)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this ____ day of _____, 200__, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

EXHIBIT "A"

LEGAL DESCRIPTION

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1

The North Half (N 1/2) of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (N 1/4) of Section 13, Township 20 South, Range 60 East, M.D.B.&M.

Excepting therefrom the West 30 feet of said land as conveyed to Clark County by Deed recorded January 18, 1985 as Document No. 2009919 in Book 2050 of Official Records, Clark County, Nevada.

PARCEL 2

The South Half (S 1/2) of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (N 1/4) of Section 13, Township 20 South, Range 60 East, M.D.B.&M.

Excepting therefrom the West 30 feet as conveyed to the County of Clark, by Deed recorded December 24, 1984 in Book 2040, as Document No. 1999087, Official Records, Clark County, Nevada.

PARCEL 3

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (N 1/4) of Section 13, Township 20 South, Range 60 East, M.D.B.&M.

Excepting therefrom the West 30 feet as conveyed to the County of Clark, by Deed recorded December 24, 1984 in Book 2040, as Document No. 1999087, Official Records, Clark County, Nevada.

ATTACHMENT "IV"

NOTE PLEDGE AGREEMENT

This NOTE PLEDGE AGREEMENT (this "**Agreement**") is made and entered into as of April 18, 2007, by Silver State Housing, a Nevada nonprofit corporation (the "**Pledgor**"), in favor of the City of Las Vegas ("**Secured Party**"), with reference to the following facts:

A. Pledgor and Secured Party executed that certain Agreement Between the City of Las Vegas and Silver State Housing, dated as of April 18, 2007, in the stated principal amount of Eight Hundred Forty-Three Dollars (\$843,000) ("**HOME/LIHTF Agreement**").

B. As security for the full and timely payment of the amounts due under the HOME/LIHTF Agreement, Pledgor has agreed to execute and deliver this Agreement and to grant to Secured Party a security interest in all of the "**Collateral**" (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees with Secured Party as follows:

1. **Security Interest.** The Pledgor hereby assigns, transfers and grants to Secured Party and there is hereby created in favor of Secured Party, a security interest under the Nevada Commercial Code in and to all of the Pledgor's right, title and interest in and to that certain Promissory Note, dated _____, executed by Sonoma Palms Limited Partnership, a Nevada limited partnership ("**Owner**") in favor of Pledgor in the original amount of Eight Hundred Forty-three Thousand Dollars (\$843,000) (the "**Secured Note**") and that certain Deed of Trust (the "**Deed of Trust**") now in the possession of or to be delivered to Secured Party, together with any and all extensions, modifications, renewals and substitutions therefore, all rights to payment, insurance policies, collateral and general intangibles arising thereunder or in connection therewith, and any and all proceeds, products, substitutions, replacements or accessions of any of the foregoing (collectively, the "**Collateral**").

2. **Delivery of Collateral.** Concurrently with the execution of this Agreement, or as soon thereafter as may be reasonably practicable, the Pledgor shall deliver or cause to be delivered to Secured Party the following:

The executed original Note, attached to which shall be an Allonge in the form of that attached as Exhibit "G" hereto, duly executed by the Pledgor;

The as-recorded, executed original Deed of Trust, together with an Assignment of Deed of Trust in the form of that attached as Exhibit "H" hereto, duly executed by the Pledgor, assigning to Secured Party all of the Pledgor's interest in and to the Deed of Trust; and

To the extent not included in the foregoing, any and all other instruments, agreements or contracts representing or evidencing the Collateral in suitable form for transfer by delivery.

3. Obligations to be Secured. The security interest granted to Secured Party hereunder shall secure: (i) The due, prompt and complete performance and observance by Pledgor of each and all of the terms and conditions of the HOME/LIHTF Agreement (including any and all modifications, extensions and/or renewals thereof) and (ii) any other documents securing or executed in connection with the HOME/LIHTF Agreement; and (iii) the due, prompt and complete performance and observance of each and all of the agreements of the Pledgor contained herein.

4. Representations of Pledgor. The Pledgor hereby represents and warrants to Secured Party that:

- (a) no monetary default exists under the Secured Note or the Deed of Trust;
- (b) the Pledgor is the owner of the Collateral;
- (c) the Pledgor has the right to pledge the Collateral and that the same is genuine, enforceable according to its terms, free from liens, adverse claims, setoffs, default, defenses and conditions precedent of any kind or character, and that the Pledgor has executed no prior assignment of any portion of the Collateral; the Pledgor has not executed any release, discharge, satisfaction or cancellation of the HOME/LIHTF Agreement or Deed of Trust; the Pledgor has not released any portion of the security described in the Deed of Trust from the lien of the Deed of Trust;

the execution of this Agreement by the Pledgor and the creation of security interests in the Collateral in favor of Secured Party are within the Pledgor's power and the Pledgor is authorized to take such action and same does not and will not violate any of the terms or conditions of any contracts or agreements to which the Pledgor is or will be a party; and there is no action, legal, administrative or other proceeding pending or threatened against the Pledgor's title to the Collateral or against the Pledgor's grant of a security interest therein hereunder.

5. Covenants. The Pledgor covenants and agrees to:

- (a) keep the Collateral free and clear of all defenses, rights of offset and counterclaims;
- (b) from time to time promptly execute and deliver to Secured Party all such other assignments, certificates, and supplemental writings and do all other acts or things as Secured Party may reasonably request in order more fully to evidence and perfect the security interest herein created;

- (c) pay to Secured Party the amount of all court costs and attorneys' fees assessed by a court and incurred by Secured Party following default hereunder; and
- (d) not create any other security interest in, mortgage or otherwise encumber the Collateral or any part thereof or permit the Collateral to be or become subject to any lien, attachment, execution, sequestration, other legal or equitable process or any encumbrance of any kind or character, except the security interest herein created. Should the Collateral or any part thereof ever be in any manner converted by its issuer or maker into another type of property or any money or other proceeds ever be paid or delivered to the Pledgor as a result of the Pledgor's rights in the Collateral, then in any such event, all such property, money and other proceeds shall become part of the Collateral, and the Pledgor covenants to forthwith deliver to Secured Party all of the same which is susceptible of delivery, other than money, and, at the same time, if Secured Party deems it necessary and so requests, the Pledgor will properly endorse or assign the same in the manner specified by Secured Party. With respect to any of such property of a kind requiring an additional security agreement, financing statement or other writing to perfect a security interest therein in favor of Secured Party, the Pledgor will forthwith execute and deliver to Secured Party, whatever Secured Party shall deem necessary or proper for such purpose. Should any covenant, duty or agreement of the Pledgor fail to be performed in accordance with its terms hereunder, Secured Party may, but shall not be obligated to, perform or attempt to perform such covenant, duty or agreement on behalf of the Pledgor, and any amount expended by Secured Party in such performance or attempted performance shall become a separate obligation of the Pledgor, payable on demand to Secured Party, except to the extent prohibited by applicable law.

6. Use of Collateral by Secured Party

- (a) Upon the occurrence of an "Event of Default" (as defined below) hereunder, Secured Party shall have the right to receive all interest, principal payments and other sums now or hereafter payable upon or on account of the Collateral until such time as all obligations hereunder have been satisfied.
- (b) Upon the occurrence of an Event of Default hereunder, Secured Party shall have the right at any time (but shall have no obligation), with or without notice and either in its own name or in the name of its nominee or in the name of the Pledgor, at the Pledgor's expense, to:

1) Collect by legal proceedings or otherwise all interest, principal payments and other sums now or hereafter payable upon or on account of the Collateral, and give receipts for the payments and other sums described above received by Secured Party;

2) Enter into any extension or other agreement in any way relating to or affecting the security interest of Secured Party in the Collateral and, in connection therewith, dispose of or surrender control of such security interest in the Collateral or any part thereof, and accept other property in addition to or in exchange or substitution therefor, or any part thereof;

3) Make any compromise or settlement on terms advisable with reference to the Collateral;

4) Insure, protect and preserve the Collateral; and,

5) Without limiting the generality and remedies of the foregoing, exercise all of the rights, powers an owner of the Collateral.

7. Attorney-in-Fact. The Pledgor hereby appoints Secured Party its attorney-in-fact, with full power of substitution, to do any act which the Pledgor is obligated by this Agreement to do and to take any action and execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes hereof. Without limiting the generality of the foregoing, Secured Party, as attorney-in-fact of the Pledgor, is authorized to ask, demand, collect, sue for, recover, receive and give acquittance and receipts for monies due and to become due under or in connection with the Collateral, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection therewith, to file any claims or take any actions which Secured Party may deem to be necessary or desirable for the collection thereof. The appointment of Secured Party as attorney-in-fact of the Pledgor is irrevocable and coupled with an interest.

8. Duties and Rights of Secured Party. The Pledgor agrees that Secured Party shall have no liability of any kind or nature whatsoever, with respect to the Collateral, other than to hold, release or dispose of the same in accordance with the terms and provisions of this Agreement.

9. Further Acts of Pledgor. The Pledgor shall, at the reasonable request of Secured Party, execute (either alone or with Secured Party, as Secured Party may require) and deliver to Secured Party any instruments and/or documents, and the Pledgor will perform all actions, which from time to time may be necessary to carry into effect the provisions of this Agreement or to establish or maintain a perfected security interest in the Collateral.

10. Default. The occurrence of any of the following shall constitute an event of default ("**Event of Default**") hereunder:

- a) any default in the prompt and complete payment or performance of any term, condition or covenant in favor of Secured Party contained in this Agreement;
- b) any default of Pledgor under the HOME Agreement or any other agreement or instrument delivered pursuant hereto; and
- c) the initiation of steps by any third party to obtain a lien, levy or writ of attachment or garnishment upon any or all of the Collateral or substantially all of the other property of the Pledgor or to affect any of the Collateral or any such other property by other legal process, unless the same is dismissed within thirty (30) days after the initiation thereof.

11. Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the rights and remedies of a secured party under the Nevada Commercial Code, or under any other applicable law, together with any and all of the rights and remedies provided in this Agreement. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses, including without limitation those attorneys' fees and legal expenses incurred by Secured Party in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceeding involving the Pledgor which in any way affects the exercise by Secured Party of its rights and remedies hereunder. Without limiting the generality of the foregoing, Secured Party may exercise its rights with respect to the Collateral without any necessity on the part of Secured Party first to realize upon or enforce any of the other security now or hereafter held for any obligation secured hereby.

12. No Implied Waivers. The several rights and remedies of Secured Party hereunder or herein referred to shall, to the fullest extent permitted by law, be construed as cumulative, and none of said rights and remedies is exclusive of the others. No delay or omission on the part of Secured Party in exercising any right or remedy created by, connected with or provided for in this Agreement or arising from any default by the Pledgor or by any other person, the performance of whose obligations is secured hereby, shall be construed as or deemed to be an acquiescence in or a waiver of such default or waiver of or limitation upon the right of Secured Party to exercise, at any time and from time to time thereafter, any right or remedy under this Agreement. No waiver of any breach of any of the covenants or conditions in this Agreement shall be deemed to be a waiver of or acquiescence in or consent to any previous or subsequent breach of the same or any other covenant or condition.

13. Entire Agreement. This Agreement, together with the other documents and instruments referred to herein, contains the entire understanding and agreement of the Pledgor and Secured Party with respect to the subject matter hereof and may not be altered or amended in any way except by the written agreement of said parties. No provision of this Agreement or right of Secured

Party hereunder can be waived nor shall the Pledgor be released from its obligations hereunder except by a writing duly executed by Secured Party. Where necessary herein, all terms used in the singular shall apply to the plural and all terms used in the neuter shall apply to the masculine and feminine genders.

14. Transfer of Indebtedness. Upon the transfer by Secured Party of all or any portion of the indebtedness secured hereby, Secured Party may transfer therewith all or any portion of the security interest created hereunder, but Secured Party shall retain all of its rights hereunder with respect to any part of such indebtedness and any part of its security interest hereunder not so transferred.

15. Terms: Binding Effect. This Agreement shall be and remain in full force and effect until each of the obligations secured hereby has been fully performed or paid, at which time this Agreement shall automatically terminate and Secured Party shall promptly return to the Pledgor possession of the Secured Note, the Deed of Trust and all other instruments comprising the Collateral then in the possession of Secured Party. Each of the provisions hereof shall be binding upon the Pledgor and the Pledgor's legal representatives, successors and assigns and shall inure to the benefit of Secured Party, and its legal representatives, successors and assigns.

16. Paragraph Headings. All paragraph headings herein are included only for convenience of reference and are not intended to limit or amplify any term or provision of this Agreement.

17. Severability. If any provision of this Agreement, as applied to any part or to any circumstance, shall be adjudged by a court of competent jurisdiction to be void, invalid or unenforceable, then the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance, or the validity or enforceability of the other provisions of this Agreement.

18. Notices Any notices or other communications required or permitted to be given by this Agreement or any other documents and instruments referred to herein must be given in writing and personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the address of such party as follows:

Pledgor: Silver State Housing
2655 S. Rainbow Blvd., Ste 401
Las Vegas, NV 89146

Secured Party: City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

Any such notice or other communication shall be deemed to have been given (whether actually received or not) on the day it is personally delivered or, if mailed, on the third day after it is mailed as aforesaid. Any party may change its address for purposes of this Agreement by giving notice of such change to the other parties pursuant to this Paragraph 18.

19. Demands, Notices, Etc., Commercially Reasonable Sale. All demands of performance, advertisements, notices of sale or retention, as well as the presence of the Collateral at any sale and the constructive possession of the Collateral by the person conducting any sale, except only as provided by Nevada Commercial Code Section 9504(3), are hereby specifically waived by the Pledgor. Furthermore, the parties hereto deem the following to be commercially reasonable in compliance with said Section 9504(3): After default, Secured Party may apply, set off, collect or sell in one or more sales the whole or any part of the Collateral in such order as Secured Party elects; any such sale may be public or private and conducted at Secured Party's place of business or at any other place deemed in good faith by Secured Party to be commercially reasonable; any such sale may be either for cash, notes or property upon credit, at such price or prices as Secured Party in good faith considers fair; any such sale may be conducted by an officer or agent of Secured Party who may do other acts required to be done under Nevada Commercial Code Section 9504(3) and may deliver possession of the Collateral so sold to the purchaser or purchasers thereof; and Secured Party in its own right and free from any claim of the Pledgor and from any right of redemption may purchase and hold any of the Collateral at any such sale. Secured Party shall not be obligated to make any sale of the Collateral if it shall determine not to do so, regardless that a notice of sale of the Collateral may have been given. Secured Party may adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. Upon completion of any sale or sales under and by virtue of this Agreement, Secured Party shall cause the Collateral to be assigned to the purchaser or purchasers thereof. The Pledgor, at the request of Secured Party, shall ratify and confirm any such sale or sales by executing and delivering to the purchaser or purchasers all such further assignments and other documents as may be deemed necessary by Secured Party for the purpose of further confirming as may be required by Secured Party the sale and assignment of such portion of the Collateral as shall have been sold thereby. Upon the completion of each such sale or sales under or by virtue of this Agreement, each such sale or sales shall operate to transfer to the purchaser or purchasers thereat all of the rights of the Pledgor in and to the Collateral sold and, to the extent permitted by law, shall be a perpetual bar both at law and in equity against the Pledgor and all persons claiming, or who may claim, by, through or under the Pledgor, any right or interest in and to such portion of the Collateral. If a sale of any of the Collateral is made on credit or for future delivery, the Collateral sold may be retained by Secured Party until the selling price is paid in full by the purchaser thereof, but Secured Party shall have no liability in the event the purchaser thereof fails to take up and pay for the Collateral so sold. In case of any such failure, such Collateral may be resold in such manner as Secured Party deems appropriate. The Pledgor hereby waives to

the extent permitted by applicable law any claims against Secured Party arising by reason of the fact that the price at which the Collateral may be sold at such a private sale is less than the price which might be obtained at a public sale or less than the aggregate amount of the indebtedness and obligations secured hereby - even if Secured Party accepts the first offer received and does not offer such Collateral to more than one offer.

20. Application of Proceeds All sums received or collected by Secured Party, whether before or after default on or on account of the Collateral, including, without limitation the proceeds of any sale or disposition thereof, shall be applied toward the payment of any obligations, liability or claim arising in connection with this Agreement, and to the payment of any advances, charges, costs and expenses incurred or paid by Secured Party and secured hereby, all in such order and manner as Secured Party in its sole discretion determines. Secured Party shall pay any balance to the Pledgor or to the person or persons entitled thereto upon proper demand being made therefor.

21. Attorneys' Fees. If any action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and reimbursement for any other expenses incurred in connection therewith.

22. Survival of Representations and Warranties. All representations, warranties and covenants of Pledgor contained herein or incorporated herein by reference shall survive during the term of this Agreement and shall remain continuing obligations, warranties and representations of Pledgor during such time as all or any portion of the obligations secured hereby remain outstanding.

23. Time of Essence. Time is hereby declared to be of the essence of this Agreement and of every part hereof.

24. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

25. Applicable Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be executed as of the date first above written.

PLEDGOR:

SILVER STATE HOUSING, a Nevada non profit
Corporation

By: _____

Lori Muehlhausen, President

APN Numbers: 138-13-101-002; 138-13-101-003; 138-13-101-004

WHEN RECORDED MAIL TO:

City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101

ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS

This ALL-INCLUSIVE DEED OF TRUST, made this _____ day of _____, 2007, between Sonoma Palms Limited Partnership herein called TRUSTOR, whose address is 2655 S. Rainbow Blvd., Ste 401, Las Vegas, Nevada 89146, and _____ Title Company, a Nevada Corporation herein called TRUSTEE, and Silver State Housing, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City of Las Vegas, State of Nevada, described on Exhibit "A" attached hereto.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents issues and profits.

For the Purpose of Securing (1) payment of the sum of Eight Hundred Forty-Three Dollars with interest thereon according to the terms of the All-Inclusive Promissory Note of even date herewith (Hereinafter "the Secured Note") made by Trustor, payable to the order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein.

A. HOME/TRUST FUND CONTRACT:

1. This is an All-Inclusive Deed of Trust, securing (1) the Secured Note and (2) the obligations of the Beneficiary to the City of Las Vegas, under the Agreement to Loan HOME Investment Partnerships Program ("HOME") Funds to

Silver State Housing dated April 18, 2007 hereinafter referred to as the "HOME/Trust fund Agreement."

2. The Trustor shall abide by the terms of the HOME/Trust Fund Agreement. Trustor agrees to use the property to construct and rent decent, safe, and sanitary units to a HOME/Trust Fund Program eligible recipient. Trustor agrees to maintain and operate the above-described property as a drug-free environment. Trustor agrees to maintain 11 units within the above-described property as Affordable Housing for a period of 20 years from the date of execution of this Deed of Trust, unless terminated earlier pursuant to the HOME/Trust Fund Agreement. Trustor agrees to abide by the HOME/Trust Fund rules, specifically 24 CFR 92, NRS 319, NAC 319 and the Trust Fund Administrative Guidelines, as applicable.

3. Trustor agrees to repay \$843,000 in HOME/Trust Fund Program funds upon prohibited sale or transfer of the Property as provided by the HOME/Trust Fund Agreement; provided, however, that the foregoing shall only apply to transfers of the Property and not to transfers of membership interest in Trustor.

City of Las Vegas requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to it at City of Las Vegas, Neighborhood Services Department, 400 Stewart Avenue – 2nd Floor, Las Vegas, NV 89101.

B. TO PROTECT THE SECURITY OF THE ALL-INCLUSIVE DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish and build thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this All-Inclusive Deed of Trust.

4. To pay; (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise and encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers; pay reasonable expenses, employ counsel and pay reasonable attorneys fees.

5. To pay immediately and with out demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditures at the rate provided in the Secured Note.

C. IT IS MUTUALLY AGREED:

1. that any award of damages in connection with any condemnation for public use or of injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such money's received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, Trustor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Property in a manner that provides adequate security to Beneficiary for repayment of amounts due hereunder if such proceeds are insufficient then Trustor shall have funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the HOME/Trust Fund Agreement. If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the amounts due hereunder in a manner that provides adequate security to Beneficiary for repayment of the remaining balance of the amounts due hereunder.

3. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this All-Inclusive Deed of Trust and the Secured Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may; reconvey any part of said property consent to the making of any map or plat thereof, join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

5. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this All-Inclusive Deed of Trust and the Secured Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such Reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such Reconveyance may be described as "the person or persons legally entitled thereto."

6. Notwithstanding anything to the contrary contained herein, Trustor hereby irrevocably assigns, gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness hereby secured, enter upon and take possession of said property or any part thereof in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of operation, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of defaults hereunder or invalidate any act done pursuant to such notice.

7. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and notice of breach and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with the Trustee this All-Inclusive Deed of Trust, the Secured Note and all documents evidencing expenditures secured hereby.

After the lapse of such time may then be required by law following the recordation of said notice of breach, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall see said property at the time and place fixed by it in said notice of sale, either as a whole or in

separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

Trustee shall deliver to such purchaser its deed conveying the property so sold, but without covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase as such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, include costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in the secured Note; all other sums then secured hereby; and the remainder, if any to the person or persons legally entitle thereto.

8. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the recorder of county or counties where said property is situated, shall be conclusive proof or proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and document number where this All-Inclusive Deed of Trust is recorded and the name and address of the Trustee.

9. That this All-Inclusive Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The Term Beneficiary shall mean the owner and holder, including pledges of the note secured hereby, whether or not named as Beneficiary herein. In this All-Including Deed of Trust, whenever the context so requires, the neuter gender includes the feminine and/or masculine and the singular number includes the plural.

10. That the Trustee accepts this Trust when this All-Include Deed of Trust, duly executed and acknowledged, is made a public record as provided. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

D. THE PARTIES FURTHER AGREE:

1. By Beneficiary's acceptance of the All-Inclusive Deed of Trust, Beneficiary agrees that provided Trustor is not in default on the Secured Note, Beneficiary shall pay all installments of principal and interest with become due under the terms of the HOME Investment Partnership ("HOME") Program and/or Low Income Housing Trust Fund ("LIHTF") Program Agreement ("HOME/LIHTF Agreement"). In the event Trustor shall be in default on the Secured Note, Beneficiary's obligation under the HOME/LIHTF Agreement is deferred until the default under the Secured Note is cured. Should the Beneficiary default in and of the installments as to the payment on the HOME/LIHTF Agreement at a time when Trustor is not in default in performance of the obligations of the Trustor under the Secured Note or this All-Inclusive Deed of Trust, the Trustor, may make said payments directly to the holder of such HOME/LIHTF Agreement; any and all payments so made shall be credited to the Secured Note against the next succeeding installment of principal and interest. Nothing contained herein shall be construed to create a third party beneficiary relationship between the Beneficiary and any other person.

2. Notwithstanding any covenants contained in the HOME/LIHTF Agreement, Beneficiary shall have no further duty under this All-Inclusive Deed of Trust when: (i) the lien of this All-Inclusive Deed of Trust has been extinguished by foreclosure sale or (ii) this All-Inclusive Deed of Trust has been duly reconveyed after payment in full of the Secured Note and subsequent to the payment of beneficiary herein of Trustor's portion of the HOME/LIHTF Agreement which the Beneficiary herein is required to pay to the holder of said HOME/LIHTF Agreement.

Should Trustor be in default under the terms of the Secured Note and if Beneficiary consequently incurs any penalties, charges, or other expenses on account of the HOME/LIHTF Agreement during the period of such default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Secured Note and shall be immediately payable by Trustor to Beneficiary.

If at any time the total of: the unpaid balance of the Secured Note, the accrued interest thereon, all other sums due under the terms thereof and all sums advanced by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust, is equal to or less than the unpaid principal balance of the HOME/LIHTF Agreement and accrued interest thereon, the Secured Note at the option of Beneficiary, shall be canceled and said property shall be reconveyed from the lien of this All-Inclusive Deed of Trust.

3. Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon said property, are applied by the holder of the HOME/LIHTF Agreement in reduction of the unpaid principle amount thereof the unpaid principal balance of the Note secured hereby

shall be reduced by an equivalent amount and be deemed applied to the last sums due under the Secured Note.

At such time as the Secured Note becomes fully due and payable, the unpaid indebtedness of principal and interest due on the HOME/LIHTF Agreement.

4. Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of the All-Inclusive Deed of Trust may not be more than the sum of the following amounts: (i) The equity of Beneficiary in the note secured hereby being the difference between the then unpaid balance of principal and interest accrued and unpaid on the secured Note on the date of such foreclosure sale and the then unpaid balance of principal and interest so accrued and unpaid on the HOME/LIHTF Agreement as of the date of such foreclosure sale; plus (ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust prior to the date of such foreclosure sale for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of the All-Inclusive Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus (iii) the costs of foreclosure together with attorneys' fees and costs incurred by Beneficiary in enforcing this All-Inclusive Deed of Trust or the Note secured hereby as permitted by law.

5. Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under the All-Inclusive Deed of Trust securing the Secured Note.

6. The following Covenants, Nos. 1, 3, 4 (rate of interest is the default rate stated in the Note), 5, 6, 7 (5%), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, provided, however, that the express covenants of this Deed of Trust shall control to the extent that the same are inconsistent with Covenant Nos. 1, 3, 4, 5 and 9 and provided further, that Covenant Nos. 6, 7 and 8 shall control over the express covenants of this Deed of Trust to the extent the same are inconsistent with Covenant Nos. 6, 7 and 8.

7. If a monetary event of default occurs under the terms of any of the Secured Note, prior to exercising any remedies thereunder Beneficiary shall give each of the Limited Partners of the Trustor, as identified below or as identified to Beneficiary by written notice, simultaneous written notice of such default. Trustor shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note.

8. If a non-monetary event of default occurs under the terms of the Secured Note, prior to exercising any remedies thereunder Beneficiary shall give Trustor and each of the Limited Partners (or Limited Liability Company if that is the case), as identified below or as identified to Beneficiary by written notice, simultaneous written notice of such default. If the default is reasonably capable

of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Secured Note.

9. Beneficiary shall give Limited Partner written notice of any default under the Loan Documents, and the cure periods contained in Paragraphs 7 and 8 above shall commence on the effective date of any such notice, at the following address:

Investor Limited Partner and
Special Limited Partner:

AMTAX Holdings 560, LLC
and PROTECH 2004-D, LLC
c/o Paramount Financial Group, Inc.
4009 Columbus Road S.W.
Granville, OH 43023

Sonoma Palms Limited Partnership

Phone: 702-364-8027
Fax: 702-364-4925

With a copy to:

Sonoma Palms, LLC
2655 S. Rainbow Blvd., Ste 401
Las Vegas, NV 89146
Phone: 702-364-8027
Fax: 702-364-4925

10. Any cure periods available to the Limited Partners, shall commence upon the date of any such notice to the Limited Partners.

TRUSTOR: Sonoma Palms Limited Partnership, a Nevada Limited Partnership.

By: Silver State Housing, a Nevada non-profit corporation as
General Partner

By _____
Lori Muehlhausen, President

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this ____ day of _____, 200 __, Lori Muehlhausen personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

BENEFICIARY: Silver State Housing, a Nevada nonprofit corporation

By: _____
Lori Muehlhausen, President

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this ____ day of _____, 200 __, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

TRUSTEE: _____

By: _____

Its: _____
(Title)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this _____ day of _____, 200____, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

EXHIBIT "A"

LEGAL DESCRIPTION

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1

The North Half (N 1/2) of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (N 1/4) of Section 13, Township 20 South, Range 60 East, M.D.B.&M.

Excepting therefrom the West 30 feet of said land as conveyed to Clark County by Deed recorded January 18, 1985 as Document No. 2009919 in Book 2050 of Official Records, Clark County, Nevada.

PARCEL 2

The South Half (S 1/2) of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (N 1/4) of Section 13, Township 20 South, Range 60 East, M.D.B.&M.

Excepting therefrom the West 30 feet as conveyed to the County of Clark, by Deed recorded December 24, 1984 in Book 2040, as Document No. 1999087, Official Records, Clark County, Nevada.

PARCEL 3

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (N 1/4) of Section 13, Township 20 South, Range 60 East, M.D.B.&M.

Excepting therefrom the West 30 feet as conveyed to the County of Clark, by Deed recorded December 24, 1984 in Book 2040, as Document No. 1999087, Official Records, Clark County, Nevada.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: STEPHEN HARSIN**☒ **Consent** ☐ **Discussion****SUBJECT:**

Approval of an allocation of \$1,650,581 in HOME/Low Income Housing Trust Funds (LIHTF) from the City of Las Vegas to HELP Las Vegas Housing Corporation, for construction costs to build HELP Owens 2 (1455 N. Main Street), an affordable multi-family housing project with a preference for veterans - Ward 5 (Williams)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$1,650,581**Funding Source:** HUD-HOME/NV State LIHTF**Dept./Division:** Neighborhood Services/Neighborhood Development**PURPOSE/BACKGROUND:**

In response to a Request for Application, the City of Las Vegas received applications for HOME/LIHTF projects. The applications were reviewed by staff representing the Finance and Business Services, Neighborhood Services, Office of Business Development, Planning and Development and Public Works departments. Staff evaluated each application based upon budget viability, leveraging of funds, development schedule, funding gaps and development experience. Neighborhood Services staff shall complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Neighborhood Services staff.

RECOMMENDATION:

Staff recommends that City Council approve the allocation of \$1,650,581 in HOME/Low Income Housing Trust Fund and authorize the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 15-53

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 18, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an allocation of \$1,250,000 in HOME/Low Income Housing Trust Funds (LIHTF) from the City of Las Vegas to Nevada H.A.N.D., Inc. for construction costs to build Stewart Pines III (Stewart Ave. and 13th St.), an affordable senior housing project - Ward 5 (Williams)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$1,250,000

Funding Source: HUD-HOME/NV State LIHTF

Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:

In response to a Request for Application, the City of Las Vegas received applications for HOME/LIHTF projects. The applications were reviewed by staff representing the Finance and Business Services, Neighborhood Services, Office of Business Development, Planning and Development and Public Works departments. Staff evaluated each application based upon budget viability, leveraging of funds, development schedule, funding gaps and development experience. Neighborhood Services staff shall complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Neighborhood Services staff.

RECOMMENDATION:

Staff recommends that City Council approve the allocation of \$1,250,000 in HOME/Low Income Housing Trust Fund and authorize the Mayor to execute any and all related agreements and documents required for the project following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 15-53

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 18, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: STEPHEN HARSIN**☒ **Consent** ☐ **Discussion****SUBJECT:**

Approval of an allocation of \$650,000 in HOME/Low Income Housing Trust Funds (LIHTF) from the City of Las Vegas to Silver State Housing to assist with land acquisition for the purpose of constructing McKnight Senior Village II (651 McKnight Street), an affordable senior housing project - Ward 3 (Reese)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$650,000**Funding Source:** HUD-HOME/NV State LIHTF**Dept./Division:** Neighborhood Services/Neighborhood Development**PURPOSE/BACKGROUND:**

In response to a Request for Application, the City of Las Vegas received applications for HOME/LIHTF projects. The applications were reviewed by staff representing the Finance and Business Services, Neighborhood Services, Office of Business Development, Planning and Development and Public Works departments. Staff evaluated each application based upon budget viability, leveraging of funds, development schedule, funding gaps and development experience. Neighborhood Services staff shall complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Neighborhood Services staff.

RECOMMENDATION:

Staff recommends that City Council approve the allocation of \$650,000 in HOME/Low Income Housing Trust Fund and authorize the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 15-53

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 18, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an allocation of \$2,000,000 in HOME/Low Income Housing Trust Funds (LIHTF) from the City of Las Vegas to Nevada H.A.N.D., Inc. for construction costs to build Silver Sky Deer Springs (Deer Springs and Decatur), an affordable senior housing project - Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$2,000,000

Funding Source: HUD-HOME/NV State LIHTF

Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:

In response to a Request for Application, the City of Las Vegas received applications for HOME/LIHTF projects. The applications were reviewed by staff representing the Finance and Business Services, Neighborhood Services, Office of Business Development, Planning and Development and Public Works departments. Staff evaluated each application based upon budget viability, leveraging of funds, development schedule, funding gaps and development experience. Neighborhood Services staff shall complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Neighborhood Services staff.

RECOMMENDATION:

Staff recommends that City Council approve the allocation of \$2,000,000 in HOME/Low Income Housing Trust Fund and authorize the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 15-53

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 18, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval to allocate \$70,000 of Community Development Block Grant (CDBG) construction funds to abate slum and blight in conjunction with the Neighborhood Services vacant and abandoned building initiative approved by City Council on April 21, 2004 – All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$70,000

Funding Source: CDBG

Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:

There are various activities under the Housing and Urban Development National Objective of Slum and Blight for which the CDBG grant may be used. Eligible projects include demolition, clearance, and other activities which prevent or eliminate slum and blighted conditions in CDBG eligible census tracts throughout the city. The intent of this request is to assist with the demolition and clearance of properties owned by the Neighborhood Services Department associated with the vacant and abandoned building initiative.

RECOMMENDATION:

Staff recommends that the City Council approve the allocation of \$70,000 in CDBG construction funds to this slum and blight abatement program and authorize the Mayor to execute any and all related agreements and documents required for the project, following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 15-53

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 18, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Summerlin West Parks Development Agreement between the Howard Hughes Corporation and the City of Las Vegas for Summerlin Villages 20 and 23A - Ward 2 (Wolfson)

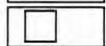
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

As required by the Summerlin West Development Agreement, the Howard Hughes Corporation has submitted a Parks Development Agreement for Summerlin Villages 20 and 23A. The agreement defines design standards, location, schedule of completion, special conditions, park and open space transfers, enforcement and remedies, indemnification, and miscellaneous details. The developer has consolidated Summerlin Villages 20 and 23A into this park agreement.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Summerlin West Park Development Agreement

Motion made by GARY REESE to Approve Items 15-53

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)

**SUMMERLIN WEST
PARK DEVELOPMENT AGREEMENT**

THIS SUMMERLIN WEST PARK DEVELOPMENT AGREEMENT ("Park Development Agreement"), is made and entered into this ____ day of _____, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City"), and THE HOWARD HUGHES CORPORATION, a Delaware corporation ("HHC").

WITNESSETH:

WHEREAS, HHC is the successor in interest to Howard Hughes Properties, Limited Partnership, a Delaware limited partnership ("HHPLP"), as the owner and master developer of Summerlin West within the corporate boundaries of the City, which is a part of the master planned community of Summerlin. (HHC and HHPLP are collectively referred to herein as the "Hughes Companies"). HHPLP previously entered into a Development Agreement with the City for the Summerlin West Area ("Development Agreement") which was recorded November 21, 1997 as instrument number 00839 in book 971121 of Official Records of Clark County, Nevada;

WHEREAS, the City and HHC, among others, entered into the Summerlin West Parks Agreement dated November 16, 2003 ("Parks Agreement") which was approved by the City Council on November 19, 2003;

WHEREAS, Exhibit "C" of the Parks Agreement sets forth the City's "In-Lieu-Of" process for Qualified Parks (as defined in the Parks Agreement);

WHEREAS, HHC intends for each of those parks and open spaces described on Exhibit "A" attached hereto (each a "Park" and collectively, the "Parks"), to be a Qualified Park; and

WHEREAS, this Park Development Agreement is intended to satisfy the requirements outlined as Steps 1, 2 and 3 in Exhibit "C" of the Parks Agreement.

NOW, THEREFORE, for and in consideration of the premises, of the mutual promises and agreements that are hereinafter contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, said parties do hereby agree as follows:

1. **PARK LOCATION AND SITE PLAN.** HHC has designed and constructed the Parks substantially in accordance with the site plans attached hereto as Exhibit "A".

2. **STANDARDS OF DESIGN.** HHC and the City agree that the Parks were designed and constructed in accordance with all applicable codes, ordinances and regulations of the City that are in effect on the date of the execution of this Park Development Agreement, including, without limitation, Section 18.04.380 of the City's Municipal Code.

3. SCHEDULE OF COMPLETION.

(a) Subject to the terms of this Section 3, HHC agrees to use its reasonable best efforts to complete the design and construction of the Parks substantially in accordance with the schedule attached hereto as Exhibit "B". The City and HHC acknowledge and agree that the schedule is an estimated schedule only and that such schedule shall be subject to change based upon (i) sales, development, and market conditions as determined by HHC, and (ii) any delays encountered by HHC, including but not limited to any Act of God, war, civil insurrection, riot, earthquake, fire, weather, sickness, accident, epidemic, act of government or government regulation, general or sympathetic strike or lockout, unavailability of labor or materials, or any other cause beyond the control of HHC.

4. SPECIAL CONDITIONS. HHC acknowledges that the City or an adjacent public facility (i.e. school or government office) may request, solely as an accommodation, special consideration during the design phase of a Park. If it is commercially reasonable and possible to do so, HHC will incorporate the special consideration into the applicable design. Exhibit "C" attached hereto sets forth all special conditions that apply to the Parks.

5. PARK OR OPEN SPACE TRANSFERS. The Parks will be owned, operated and maintained by an applicable master association and not by the City.

6. ENFORCEMENT AND REMEDIES. The City and HHP agree that the rights and remedies that are outlined in Section 10 of the Parks Agreement shall apply to this Park Development Agreement and are hereby incorporated by reference into this Park Development Agreement.

7. INDEMNIFICATION.

(a) HHC hereby agrees to protect, indemnify and hold the City, its officers, agents and employees, harmless from and against any and all claims, liens, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which the City, its officers, employees or agents, may suffer, or which may be sought against, or are recovered or obtainable from, the City, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of HHC or its contractor, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, HHC, its contractor, subcontractors or agents in the construction or installation of the Parks or the performance of this Park Development Agreement.

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

8. MISCELLANEOUS.

(a) Notices. Except as otherwise provided in this Park Development Agreement, notice to be given to a party must be in writing and may be delivered to the party personally or by any system or technology designed to record and communicate messages,

telegraph, facsimile, electronic mail, or other electronic means. Alternatively, notice may be delivered by regular United States mail, postage prepaid, addressed to the party at the most recent address furnished by such party to the other party. Such notice is deemed delivered three (3) business days after the time of such mailing. Notices are to be delivered to both the party and to the party's attorneys.

(b) Interpretation. The captions of the various provisions of this Park Development Agreement are for convenience and identification only and shall not be deemed to limit or define the contents thereof. This Park Development Agreement shall be construed in accordance with the laws of the State of Nevada. This Park Development Agreement supersedes all prior written or verbal representations or declarations of the parties with respect to the subject matter hereof. If any clause, sentence, or other portion of this Park Development Agreement shall become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

(c) No Third Party Beneficiaries. This Park Development Agreement is intended for the exclusive benefit of the parties hereto and is not intended and shall not be construed as conferring any benefit or right on any third parties.

(d) Disclosure of Principals. In order to satisfy Resolution R-105-99 adopted by the City Council on November 17, 1999, HHC will provide a disclosure in the form attached hereto as Exhibit "D". If HHC or its principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA)), and attaches current copies of such federal disclosures to Exhibit "C", the requirement of this Section shall be satisfied. Throughout the term hereof, HHC shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

{SIGNATURES ON FOLLOWING PAGES}

IN WITNESS WHEREOF, the parties hereto have caused this Park Development Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

Attest:

Oscar B. Goodman, Mayor

Barbara Jo Ronemus, Clerk

Approved as to form:

Deputy City Attorney Date

THE HOWARD HUGHES CORPORATION,
a Delaware corporation

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

SITE PLAN

EXHIBIT "B"

SCHEDULE OF COMPLETION

EXHIBIT "C"

SPECIAL CONDITIONS

EXHIBIT "D"

DISCLOSURE OF PRINCIPALS

In compliance with City of Las Vegas Resolution R-105-99, the undersigned certifies that The Howard Hughes Corporation, is wholly owned by General Growth Properties, Inc., a public corporation required to provide ownership disclosure under federal law, and that a current copy of such federal disclosure is submitted herewith.

THE HOWARD HUGHES CORPORATION:

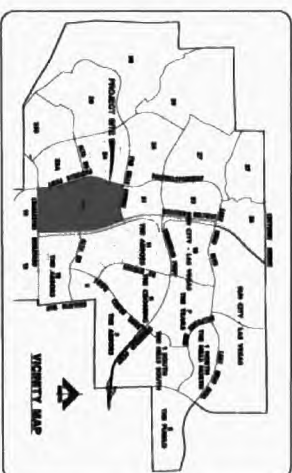
By: _____
Authorized Signatory

State of Nevada)
)ss.
County of Clark)

Subscribed and sworn to before me this
_____ day of _____ 2007.

Notary Public

EXHIBIT A - KEY MAP (COMMUNITY OPEN SPACES (COS) AND PARKS - VILLAGE 20)



UNIT NUMBER	PARCEL LAND USE	MAXIMUM DENSITY/PARCEL (GROSS RESIDENTIAL UNITS/ACRES)	ACRES	MAX. RESIDENTIAL UNITS
1	U-1	30	25.7	771
2	U-2	30	14.7	441
3	U-3	30	14.7	441
4	U-4	30	14.7	441
5	U-5	30	14.7	441
6	U-6	30	14.7	441
7	U-7	30	14.7	441
8	U-8	30	14.7	441
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EXHIBIT A – SITE PLAN
(SOUTH TOWER PARK – NP-1, VILLAGE 20)

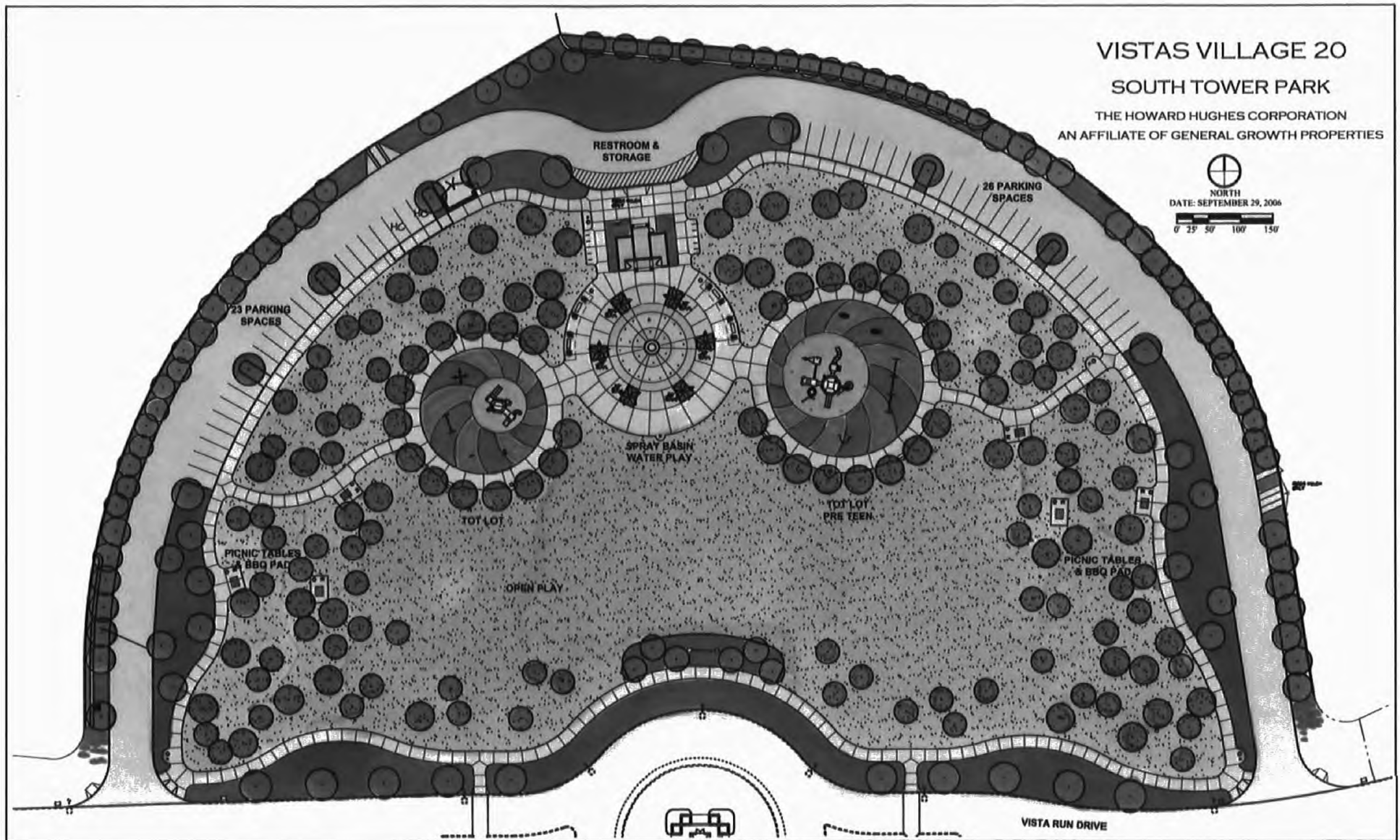


EXHIBIT A – SITE PLAN
(NORTH TOWER PARK – NP-2, VILLAGE 20)

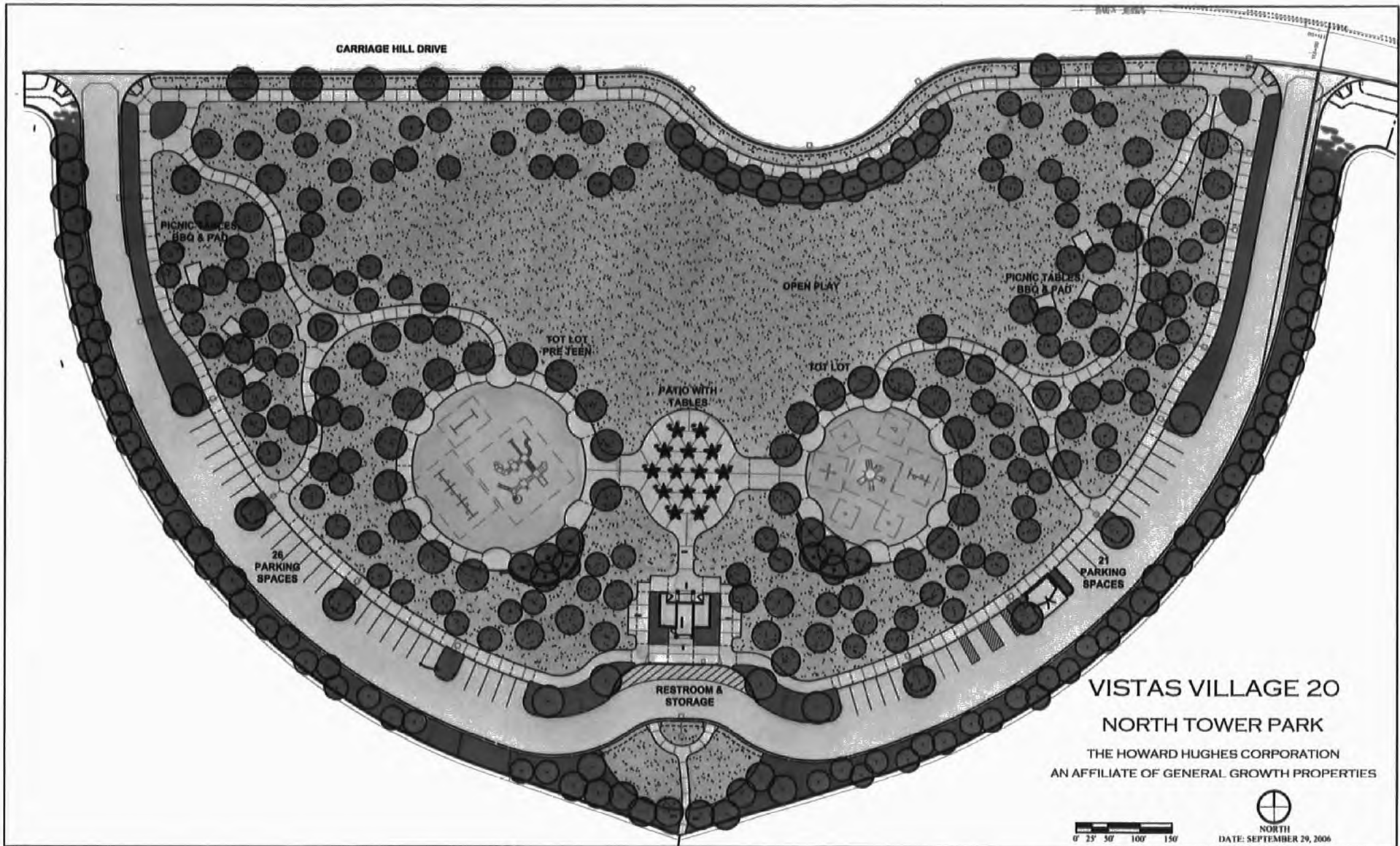
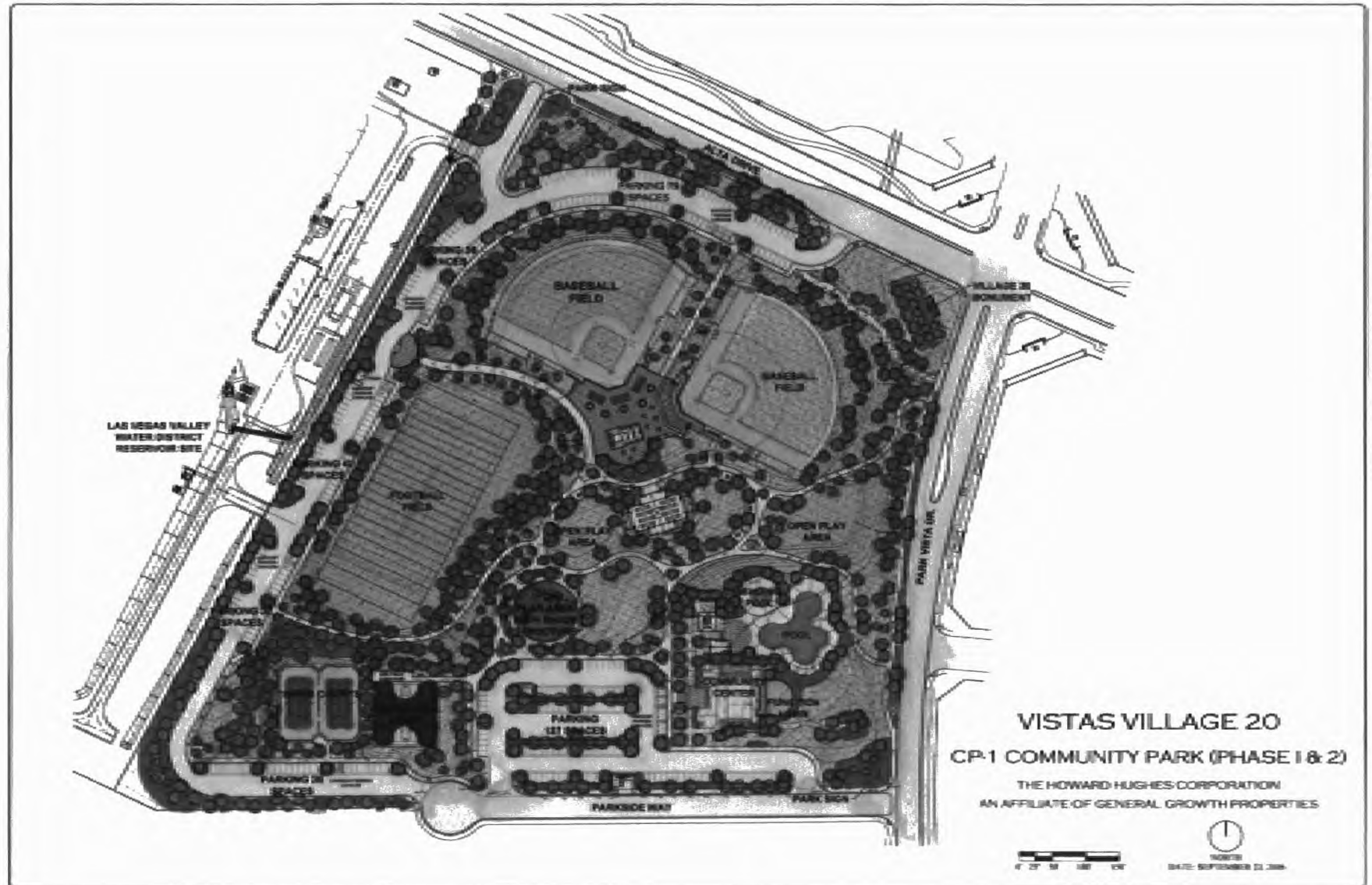
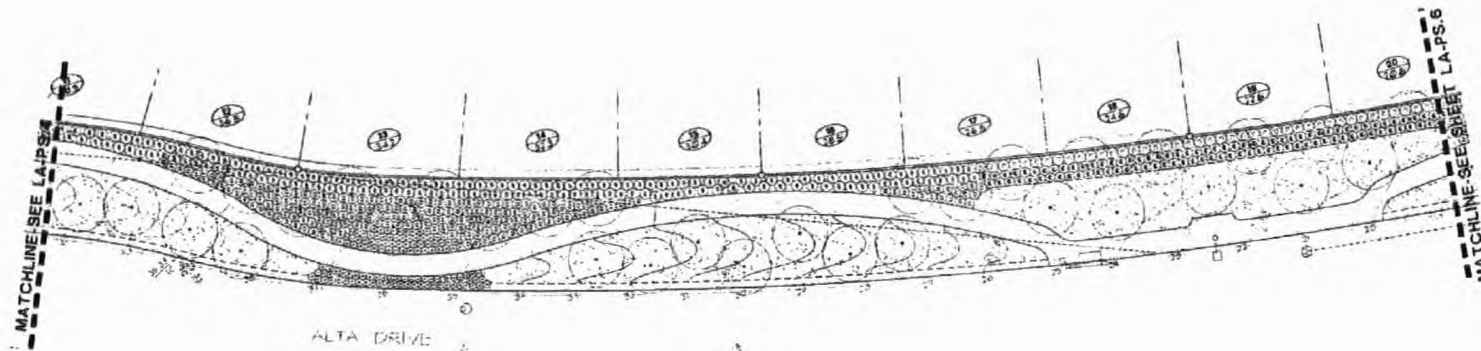


EXHIBIT A – SITE PLAN
(COMMUNITY PARK – CP-1, VILLAGE 20)



(COS-1 "COMMUNITY OPEN SPACE" – VILLAGE 20)



PLANTING LEGEND

SHRUBS

	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS	QUANTITY	COSTAL
①	DE VSB	DIETER VIBRATA	FOURTHING LILY	1 GAL.	PLANT + 3" OF SOIL	6" HIN. FRESH CLUES	400	
②	JM HL	JAMES S. VILLOW	BLEB RUP JUPITE	1 GAL.	PLANT + 6" OF SOIL	34" HIN. FRESH CLUES	81	
③	JM HL	JAMES S. VILLOW	HEAVY JUPITE	1 GAL.	PLANT + 6" OF SOIL	34" HIN. FRESH CLUES	810	
④	ELC CH	ELIZABETH C. VILLOW	HEAVY JUPITE	1 GAL.	PLANT + 6" OF SOIL	34" HIN. FRESH CLUES	810	
⑤	ELC CH	ELIZABETH C. VILLOW	HEAVY JUPITE	1 GAL.	PLANT + 6" OF SOIL	34" HIN. FRESH CLUES	810	
⑥	MR VSB	MICHAEL V. VILLOW	VILLOWED HEAVY CLUES	1 GAL.	PLANT + 6" OF SOIL	34" HIN. FRESH CLUES	413	
⑦	MR VSB	MICHAEL V. VILLOW	VILLOWED HEAVY CLUES	1 GAL.	PLANT + 6" OF SOIL	34" HIN. FRESH CLUES	348	
⑧	ELC CH	ELIZABETH C. VILLOW	VILLOWED HEAVY CLUES	1 GAL.	PLANT + 6" OF SOIL	34" HIN. FRESH CLUES	43	
⑨	ELC CH	ELIZABETH C. VILLOW	VILLOWED HEAVY CLUES	1 GAL.	PLANT + 6" OF SOIL	34" HIN. FRESH CLUES	134	
⑩	MR JUP	MICHAEL JUPITE	HEAVY JUPITE	1 GAL.	PLANT CAN-TO-CAN	6" HIN. FRESH CLUES	160	
⑪	ACAL RD	ACAL RD	ACAL RD	1 GAL.	PLANT + 6" OF SOIL	34" HIN. FRESH CLUES	130	

SYMBOL PER LEGEND

GROUNDCOVERS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	QUANTITY (TOTAL)
24	SOD TURP	A.S. SOD	IT TO BE SUPPLIED AND INSTALLED BY OTHERS	-	25.000 S.F.

NOTE:
ALL SHRUB PLANTING AREAS TO
RECEIVE RORR MULCH. SEE
CONSTRUCTION PLAN FOR SIZE AND
COLOR. TOLERATE FOR RAISED
PLANTING BEDS.



INDEX MAP

SEE SHEET LA-N.1 FOR NOTES



SCALE: 1"=30'



VISTAS VILLAGE 20
PARCELS, S. R. Q. P.,
& O STREETSCAPE
THE HOWARD HUGHES CORPORATION

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- DATE
- DESCRIPTION
- AMOUNT
- CREDIT
- DEBIT

 The data columns are labeled as follows:

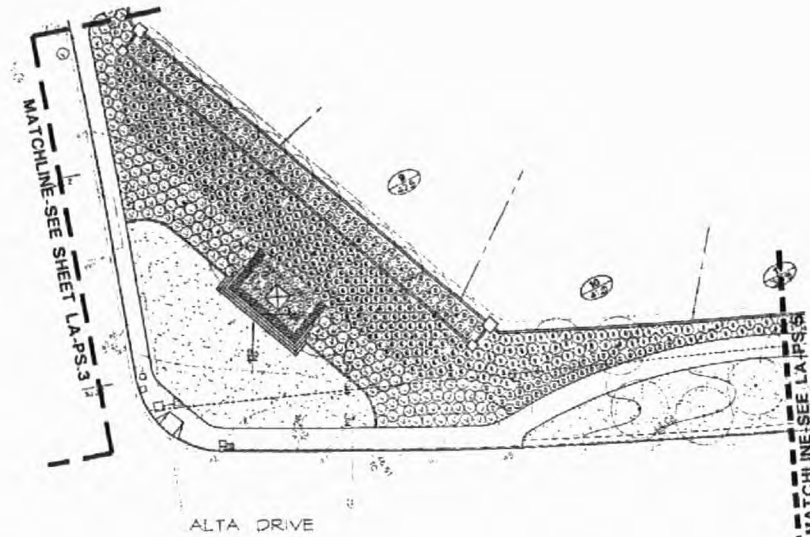
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- DESCRIPTION
- AMOUNT
- CREDIT
- DEBIT

04-03778-12
Project 410001
16 November 2000
Date
Type
Stone

SHRUB PLANTING
PLAN

LA-PS.5

EXHIBIT A – SITE PLAN (COS-1 “COMMUNITY OPEN SPACE” – VILLAGE 20)



PLANTING LEGEND

SHRUBS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS	QUANTITY (TOTAL)
①	DIE VERB	DICTY VERBENA	FOURTHBILT L&T	1 BAL	PLANT @ 30' O.C.	400
②	JUN HIL	JUNIPER S. HILTON	BLUE HILL JUNIPER	3 BAL	PLANT @ 4' O.C.	24
③	JUN HIL	JUNIPER S. HILTON	MICHIGAN JUNIPER	1 BAL	PLANT @ 3' O.C.	80
④	ROB PRO	ROBINSONIA O. PROSTRATUS	ROBINSON	3 BAL	PLANT @ 3' O.C.	120
⑤	RYL CON	RYLONIA C. COMPACTA	RYLONIA	3 BAL	PLANT @ 4' O.C.	608
⑥	RYL VAR	RYLONIA C. COMPACTA	VARIABLED HOCK ORANGE	3 BAL	PLANT @ 4' O.C.	415
⑦	NER OLE	NEROLIUM OLEANDER PETITE FRUIT	OLIVIER	3 BAL	PLANT @ 4' O.C.	348
⑧	PLE PAR	PLEURANTIA "SANTA LUCIA"	SANTA LUCIA FREETHORN	1 BAL	PLANT @ 30' O.C.	104
⑨	PLA JAP	PLANT JAPONICA	JAPANESE BOWWOOD	1 BAL	PLANT @ 10' O.C.	150
⑩	ACA RED	ACACIA REDOLENS	BROWNCOVER ACACIA	1 BAL	PLANT @ 8' O.C.	130

SYMBOL PER LEGEND
QUANTITY
REMARKS

GROUNDCOVERS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	QUANTITY (TOTAL)
⑪	TURP	SOO TURP	A.S. 500	TO BE SUPPLIED AND INSTALLED BY OWNER	25,000 S.F.

NOTE:
ALL SHRUB PLANTING AREAS TO
RECEIVE ROCK MULCH SEE
CONSTRUCTION PLAN FOR SIZE AND
COLOR. LEAVES FOR RAISED
PLANTING BEDS.



INDEX MAP



SEE SHEET LA-P-4 FOR NOTES

11. *Journal of the American Medical Association*, 2003; 289: 2553-2562.

[illegible]

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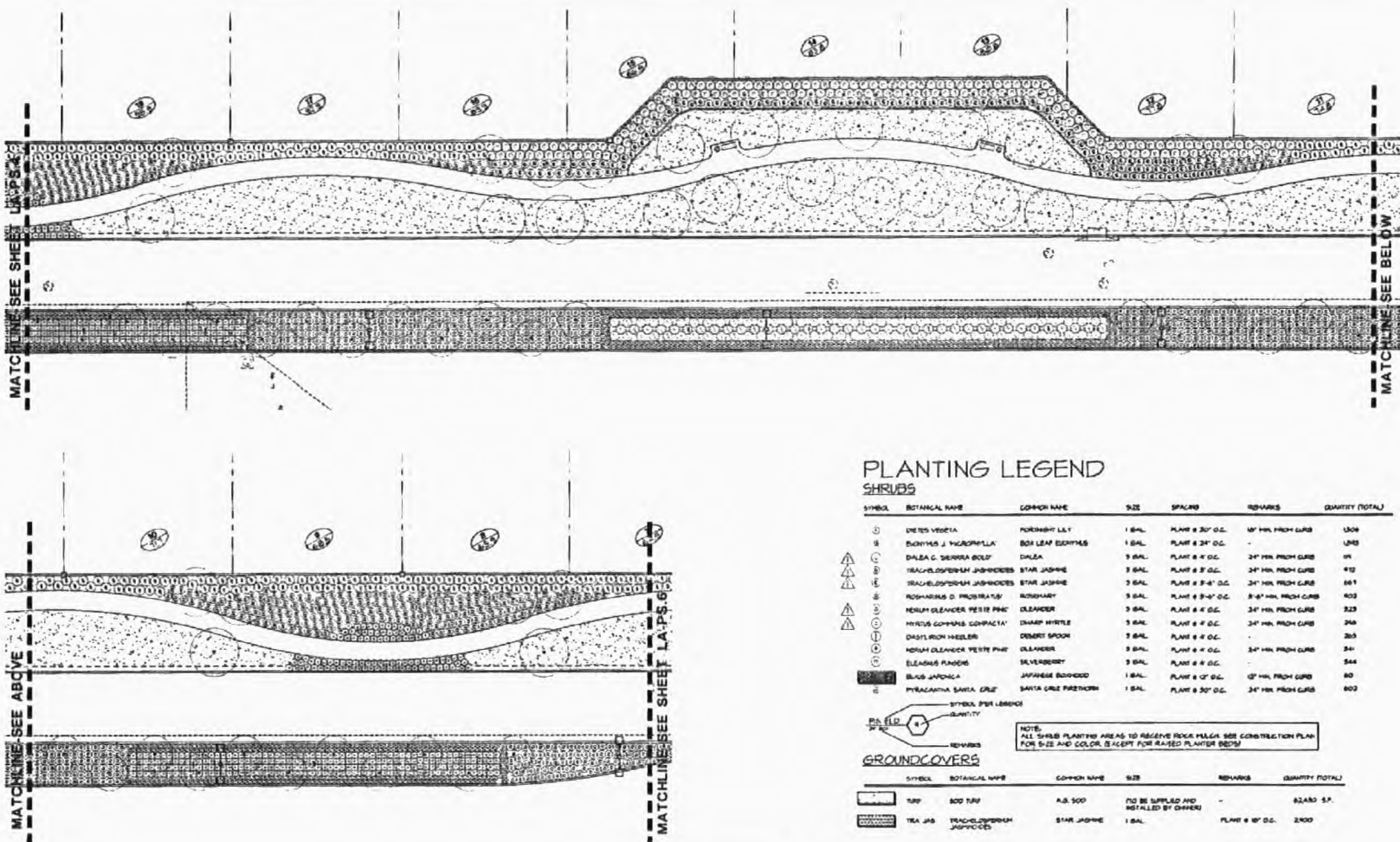
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11:00		

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 project number
 28 March 2002
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SHRUB PLANTING
PLAN

LA-PS.6

VISTAS VILLAGE 20
PARK VISTA DRIVE - PARCELS AA & BB
THE HOWARD HUGHES CORPORATION



PLANTING LEGEND

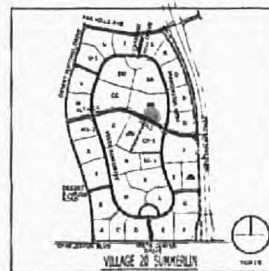
SHRUBS

SUBID.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS	QUANTITY (TOTAL)
5	DRETS VESITA	NORONHET LST	1 GAL	PLANT @ 2' X 0.5'	10' HIN. PRODH. GUBS	1200
8	BOMTAS J. MACRAPHILA	BOL LEAF ECHINOPS	1 GAL	PLANT @ 2' X 0.5'	-	1300
10	DALCA C. SERRATA BOLF	DALCA	3 GAL	PLANT @ 0.5'	24' HIN. PRODH. GUBS	90
11	MACULOSPUNDA JACQNETES	STYL JACQUE	3 GAL	PLANT @ 0.5'	24' HIN. PRODH. GUBS	110
12	BOMTAS J. MACRAPHILA	STYL JACQUE	3 GAL	PLANT @ 0.5'	24' HIN. PRODH. GUBS	161
13	ROSEHIMBE C. MICROBOLIA	ROSEHIMBE	3 GAL	PLANT @ 0.5' X 0.5'	24' HIN. PRODH. GUBS	100
14	HELENA OLIVERIA VESTIT PHAL	OLIVERIA	3 GAL	PLANT @ 0.5'	24' HIN. PRODH. GUBS	323
15	MYRTUS COMPANA COMPACTA	CHAMP WHITE	3 GAL	PLANT @ 0.5'	24' HIN. PRODH. GUBS	260
16	DAVIDSON HEDLER	DEBERT BROTLE	3 GAL	PLANT @ 0.5'	-	300
17	HELENA OLIVERIA VESTIT PHAL	OLIVERIA	3 GAL	PLANT @ 0.5'	24' HIN. PRODH. GUBS	344
18	ELANDIA PANDON	SILVERBERRY	3 GAL	PLANT @ 0.5'	-	860
19	BLUS JAPONICA	BLUES BLOSSOM	3 GAL	PLANT @ 0.5'	13' HIN. PRODH. GUBS	800
20	MYRACANTHA SANTA CRUZ	SANTA CRUZ PRUNELLA	1 GAL	PLANT @ 2' X 0.5'	24' HIN. PRODH. GUBS	100

GROUNDCOVERS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	QUANTITY TOTAL
	TURF	500 TURF	A.S. 500	NO BE SUPPLIED AND DELIVERED BY OTHERS	22,480 S.F.
	TEAK JAS	TEAK-GLIMPHORN JASPOODE	STAR JASPODE 1 S.A.	PLANT # 10' D.C.	2,400

NOTE:
ALL SHRUB PLANTING AREAS TO RECEIVE ROCK MULCH. SEE CONSTRUCTION PLAN
FOR SIZE AND COLOR. EXCEPT FOR RAISED PLANTER BEDS.



INDEX MAP

SEE SHEET LA-N.1 FOR NOTES

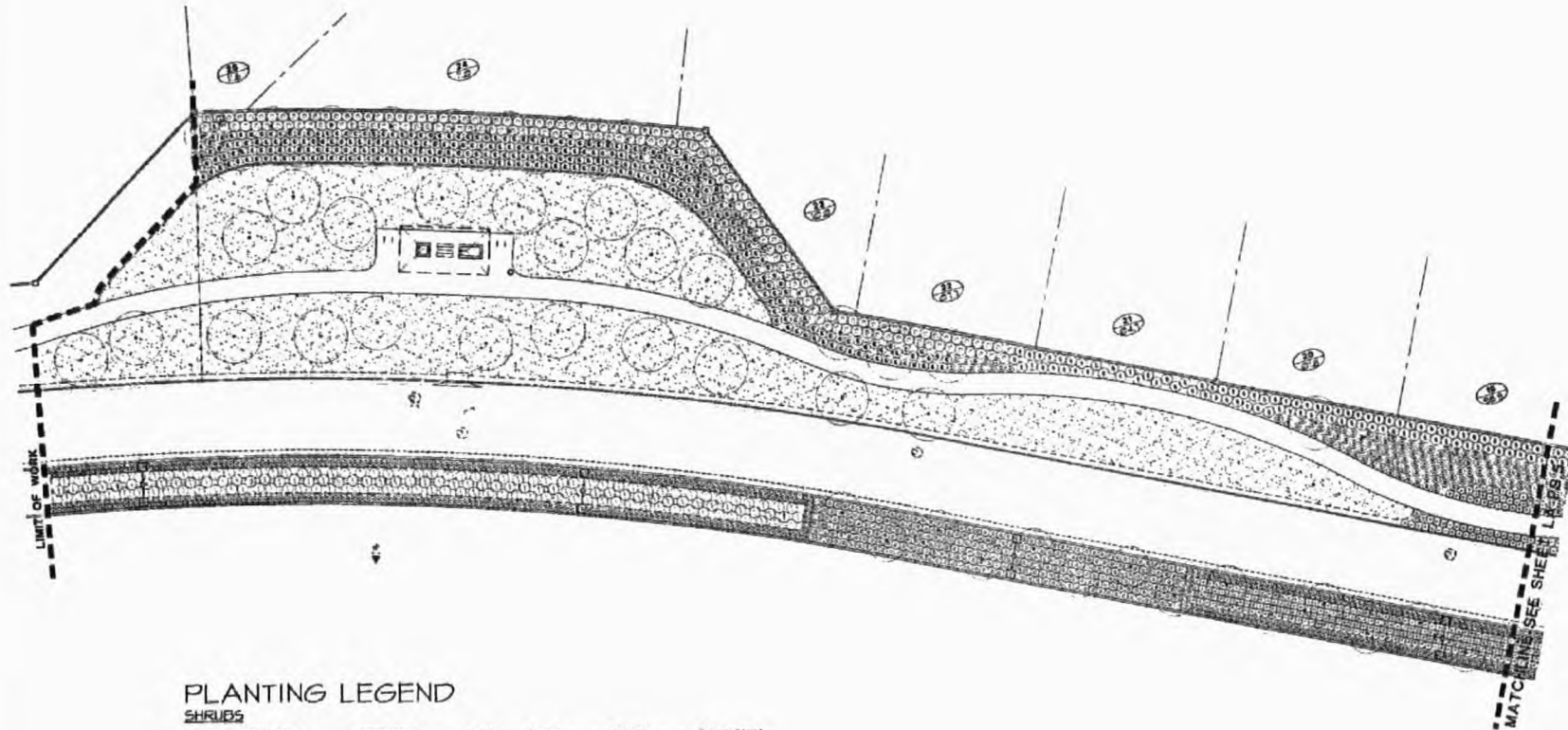


SCALE: 1"=20'

**SHRUB PLANTING
PLAN**

LA-PS.5

EXHIBIT A – SITE PLAN (COS-2 “COMMUNITY OPEN SPACE” – VILLAGE 20)



PLANTING LEGEND

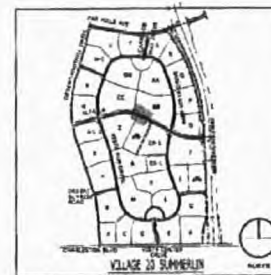
SHRUBS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS	QUANTITY (TOTAL)
①	DIETES VIRGATA	PORTULACA L.Y.	1 GAL.	PLANT @ 30" O.C.	18" HIN. FROM CURB	1008
②	BUCKWHEAT J. MACHONVILLE	BUCKWHEAT J.	1 GAL.	PLANT @ 30" O.C.	-	1008
③	DALEA L. SERRATA BOLD	DALEA	1 GAL.	PLANT @ 4' O.C.	24" HIN. FROM CURB	81
④	TRACHELOSPERUM JANSZII	STAR JASMINE	1 GAL.	PLANT @ 3' O.C.	24" HIN. FROM CURB	172
⑤	TRACHELOSPERUM JANSZII	STAR JASMINE	1 GAL.	PLANT @ 3' O.C.	24" HIN. FROM CURB	881
⑥	ROSEMARY	ROSEMARY	1 GAL.	PLANT @ 3' O.C.	24" HIN. FROM CURB	403
⑦	HEALTH OLIVARIA PETITE PINK	OLIVARIA	1 GAL.	PLANT @ 4' O.C.	24" HIN. FROM CURB	323
⑧	HYDRANGEA CORONATA	EMERALD HYDRANGEA	1 GAL.	PLANT @ 4' O.C.	24" HIN. FROM CURB	296
⑨	QUICKLIME FLESH	DESERT SPINACH	1 GAL.	PLANT @ 4' O.C.	-	303
⑩	HEALTH OLIVARIA PETITE PINK	OLIVARIA	1 GAL.	PLANT @ 4' O.C.	24" HIN. FROM CURB	341
⑪	SLANDER PLANT	SLANDER	1 GAL.	PLANT @ 4' O.C.	-	341
⑫	BLIND JAPANESE	JAPANESE BODEN	1 GAL.	PLANT @ 4' O.C.	12" HIN. FROM CURB	40
⑬	HYDRANGEA CORONATA	SANTA LUCIA FLESH	1 GAL.	PLANT @ 30" O.C.	24" HIN. FROM CURB	403

GROUNDCOVERS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	QUANTITY (TOTAL)
⑭	SOO TURP	A.B. SOO	1 GAL.	TO BE SUPPLIED AND MAINTAINED BY OWNER	82,480 SF.
⑮	TRACHELOSPERUM JANSZII	STAR JASMINE	1 GAL.	PLANT @ 3' O.C.	2,000

NOTE:
ALL SHRUB PLANTING AREAS TO RECEIVE ROCK MULCH. SEE CONSTRUCTION PLAN FOR SIZE AND COLOR. EXCEPT FOR RAMPED PLANTER BEDS.



INDEX MAP

SEE SHEET LA-N.1 FOR NOTES



SCALE: 1"=20'

PERIDIAN

LANDSCAPE ARCHITECTURE & PLANNING
2000 NEW YORK BLVD. SUITE 100
NEW YORK, NY 10013
PHONE: (212) 691-1100
FAX: (212) 691-1101



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VISTAS VILLAGE 20
PARK VISTA DRIVE - PARCELS AA & BB
THE HOWARD HUGHES CORPORATION

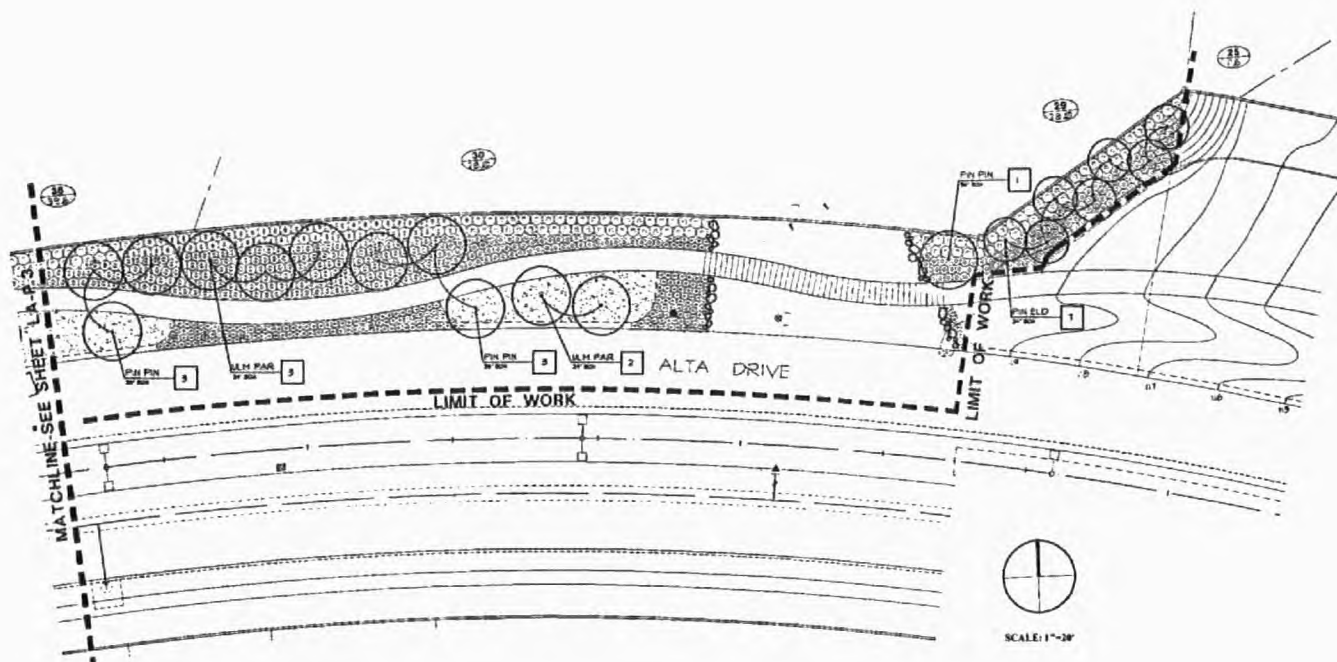
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PERIDIAN
10/1/00
DRAWN BY
10/1/00
CHECKED BY
10/1/00

SHRUB PLANTING PLAN

LA-PS.4

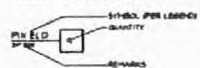
EXHIBIT A – SITE PLAN (COS-3 “COMMUNITY OPEN SPACE” – VILLAGE 20)



PLANTING LEGEND

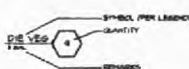
TREES

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	QUANTITY (TOTAL)
CLP 30T	GUINARDIA SERRIFOLIENS	ITALIAN CYPRESS	24" BOX	MATCHED HT AND SPREAD	2
FRS 48L	FRAXINUS VELUTINA 'RED BRONZE'	PALE-YEW ASH	24" BOX	MATCHED HT AND SPREAD	63
OLE 84R	OLEA EUROPAEA 'SMALL HILL'	OLIVE	48" BOX	MATCHED HT AND SPREAD	8
PAE 84D	PAEONIA ELIZABETHA	ANEMONE PINE	24" BOX	MATCHED HT AND SPREAD	50
PAE 84E	PAEONIA PINKA	ITALIAN STONE PINE	36" BOX	MATCHED HT AND SPREAD	24
ULM 84F	ULMUS PARVIFOLIA	EVERGREEN ELM	24" BOX	MATCHED HT AND SPREAD	4



SHRUBS

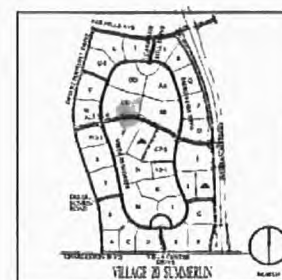
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3	QUIS J. MACROPHYLLA	JAPANESE BOWWOOD	1 GAL.	PLANT @ 12" O.C.	12" MIN. FROM CURB	80
4	DALEA CAPATA BURGESSII	YELLOW DALEA	5 GAL.	PLANT @ 4' O.C.	24" MIN. FROM CURB	182
5	DIETES VEGETA	FORENSIS L.B.T.	1 GAL.	PLANT @ 30" O.C.	18" MIN. FROM CURB	844
6	ELAEAGNUS PARVIFLORA	ELAEAGNUS	3 GAL.	PLANT @ 4' O.C.	"	580
7	HYDRANGEA LANCEOLATA	CHERRY HYDRANGEA	3 GAL.	PLANT @ 4' O.C.	24" MIN. FROM CURB	184
8	HYDRANGEA LANCEOLATA	CHERRY HYDRANGEA	3 GAL.	PLANT @ 4' O.C.	24" MIN. FROM CURB	184
9	HYDRANGEA LANCEOLATA	CHERRY HYDRANGEA	3 GAL.	PLANT @ 4' O.C.	24" MIN. FROM CURB	184
10	HYDRANGEA LANCEOLATA	CHERRY HYDRANGEA	3 GAL.	PLANT @ 4' O.C.	24" MIN. FROM CURB	184
11	HYDRANGEA LANCEOLATA	CHERRY HYDRANGEA	3 GAL.	PLANT @ 4' O.C.	24" MIN. FROM CURB	184
12	HYDRANGEA LANCEOLATA	CHERRY HYDRANGEA	3 GAL.	PLANT @ 4' O.C.	24" MIN. FROM CURB	184
13	HYDRANGEA LANCEOLATA	CHERRY HYDRANGEA	3 GAL.	PLANT @ 4' O.C.	24" MIN. FROM CURB	184
14	HYDRANGEA LANCEOLATA	CHERRY HYDRANGEA	3 GAL.	PLANT @ 4' O.C.	24" MIN. FROM CURB	184
15	HYDRANGEA LANCEOLATA	CHERRY HYDRANGEA	3 GAL.	PLANT @ 4' O.C.	24" MIN. FROM CURB	184
16	HYDRANGEA LANCEOLATA	CHERRY HYDRANGEA	3 GAL.	PLANT @ 4' O.C.	24" MIN. FROM CURB	184
17	HYDRANGEA LANCEOLATA	CHERRY HYDRANGEA	3 GAL.	PLANT @ 4' O.C.	24" MIN. FROM CURB	184
18	HYDRANGEA LANCEOLATA	CHERRY HYDRANGEA	3 GAL.	PLANT @ 4' O.C.	24" MIN. FROM CURB	184
19	HYDRANGEA LANCEOLATA	CHERRY HYDRANGEA	3 GAL.	PLANT @ 4' O.C.	24" MIN. FROM CURB	184
20	HYDRANGEA LANCEOLATA	CHERRY HYDRANGEA	3 GAL.	PLANT @ 4' O.C.	24" MIN. FROM CURB	184



GROUNDCOVERS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	QUANTITY (TOTAL)
TURF	SOD TURF	AIR SOD	10'0" SQUARE	TO BE SUPPLIED AND INSTALLED BY OWNER	18,000 S.F.

NOTE:
ALL PLANTING AREAS
ADJACENT TO WALKS TO BE
3" BELOW FINISH SURFACE TO
ALLOW FOR ROCK MULCH



INDEX MAP

SEE SHEET LA-N.1 FOR NOTES



VISTAS VILLAGE 20
PARCEL CC STREETSCAPE
THE HOWARD HUGHES CORPORATION
"PARADISO"

DATE	REVISION
10/1/00	1.0

PROJECT	DATE
10/1/00	10/1/00

PLANTING PLAN
LA-P.4

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.



TREES

```

graph LR
    PBL[PBL] --> STYCOL[STYCOL FOR LEGENDS]
    PBL --> QUALITY[QUALITY]
    PBL --> REWARDS[REWARDS]
  
```

SHRUBS

DE YES

SYMBOL, PER LABEL

QUANTITY

REMARKS

NOTE:
ALL STREET PLANTING AREAS TO RECENT
ROCK FELLOE SEE CONSTRUCTION PLAN
FOR SIZE AND COLOR (EXCEPT FOR
RAISED PLANTER BEDS)



DOI	Page(s)	Volume	Issue	Year	Page(s)	Volume	Issue	Year
10.1002/9781118445113.ch1	1-10	1	1	2018	1-10	1	1	2018



SCALE: 1"=20'



**PLANTING
PLAN**

QUEST, Inc.
LA-P.2

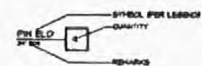
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A JOURNAL OF THE
AMERICAN SOCIETY OF PHOTOGRAPHY

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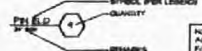
The use of these plain, specifications and the inclusion of the camera, are the values that give your advertisement the "legitimacy" which is not only the most important factor in the selection of the advertisement, but also a point which is highly valuable in the selection of the advertisement. The use of these plain, specifications and the inclusion of the camera, are the values that give your advertisement the "legitimacy" which is not only the most important factor in the selection of the advertisement, but also a point which is highly valuable in the selection of the advertisement.



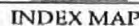
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	PLANTY FILE #
LUP 10H	CYPRIPEDIS PENTAPETALUS	ITALIAN CYPRIPEDIS	36" BOX	MATCHED HT. AND SPREAD	0
OLE 04E	OLEA EUROPAEA 'SMALL HILL'	OLIVE	36" BOX	MATCHED HT. AND SPREAD	40
PRU 02L	PRUNUS ALGERIA	ALGERIAN PRUNE	24/32" BOX	-	108
PRU 03L	PRUNUS PUMILA	ITALIAN STONE FRUIT	36" BOX	-	128
CAU 14E	CATALPA BAYARDIENSIS	CATALPA	24" BOX	MATCHED HEIGHTS	30
ULM 04E	ULMUS FRAXINOLEA	FRAXINOLEA ELM	24" BOX	MATCHED HT. AND SPREAD	20



SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS	QUANTITY TOTAL
②	DIETES VIGBIA	POKRAHAT LAY	1 GAL.	PLANT @ 20" O.C.	12" HIN. FRESH GUBS	5042
②	EUPHORBIA A MACROPHYLLA	BOX LEAF EUPHORBIA	1 GAL.	PLANT @ 20" O.C.		504
②	DALIA CAPitata THIBIDA BULB	DALIA	1 GAL.	PLANT @ 4" O.C.	24" HIN. FRESH GUBS	58
②	TEUCHOCORDON JACQUINOIDES	SUNR. JOHNNIE	1 GAL.	PLANT @ 24" O.C.	24" HIN. FRESH GUBS	2427
②	ROSEMARINUS O. HYDROLYZA	ROSEMARY	3 GAL.	PLANT @ 3'-0" O.C.	24" HIN. FRESH GUBS	2449
②	NEROLI CAUDATA PETITE PINK	CHERRY ORANGEWOOD	3 GAL.	PLANT @ 4" O.C.	24" HIN. FRESH GUBS	710
②	HYDRAL COFFERUS COMPACTA	CHERRY HYDRAL	3 GAL.	PLANT @ 4" O.C.	24" HIN. FRESH GUBS	708
②	ELAEAGNUS FARGESII	SILVERBERRY	3 GAL.	PLANT @ 4" O.C.		345
②	BLAKE JAPONICA	JAPANESE BOMBOOD	1 GAL.	PLANT @ 12" O.C.	12" HIN. FRESH GUBS	504
②	PERICARPATA SANTA CRUZ	SANTA CRUZ PEARHORN	1 GAL.	PLANT @ 20" O.C.	24" HIN. FRESH GUBS	1084
②	JANIPHA H. PRINCE OF WALES	PRINCE OF WALES JANIPA	1 GAL.	PLANT @ 20" O.C.	24" HIN. FRESH GUBS	444
②	AMPHILOBA B. KILLIP	BLUE GUP JANIPA	1 GAL.	PLANT @ 4" O.C.		344



SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	QUANTITY (TOTAL)	
EUR	SOY BEAN	ALL SOY	(TO BE SUPPLIED AND INSTALLED BY OWNER)	-	0 S.F.	⚠ ⚠ ⚠



VISTAS VILLAGE 20
PARCELS T, U, U-1, V & W
STREETSCAPE
THE HOWARD HUGHES CORPORATION

no.	date	description
1	12/11/02	THC AND SPIN1 P405
2	1/10/03	THC COMED-15
3	2/27/03	RAY REV-5
4	3/12/03	RAY REV-5
5	4/18/03	SAT UNIT P LOC SHANCE
6	8/7/03	RAY CHASSIS

04-01278-14
project number
12 November 2002

**TREE / SHRUB
PLANTING
PLAN**

about on
LA-P.1

EXHIBIT A – KEY MAP (COMMUNITY OPEN SPACES (COS) AND PARKS - VILLAGE 23A)

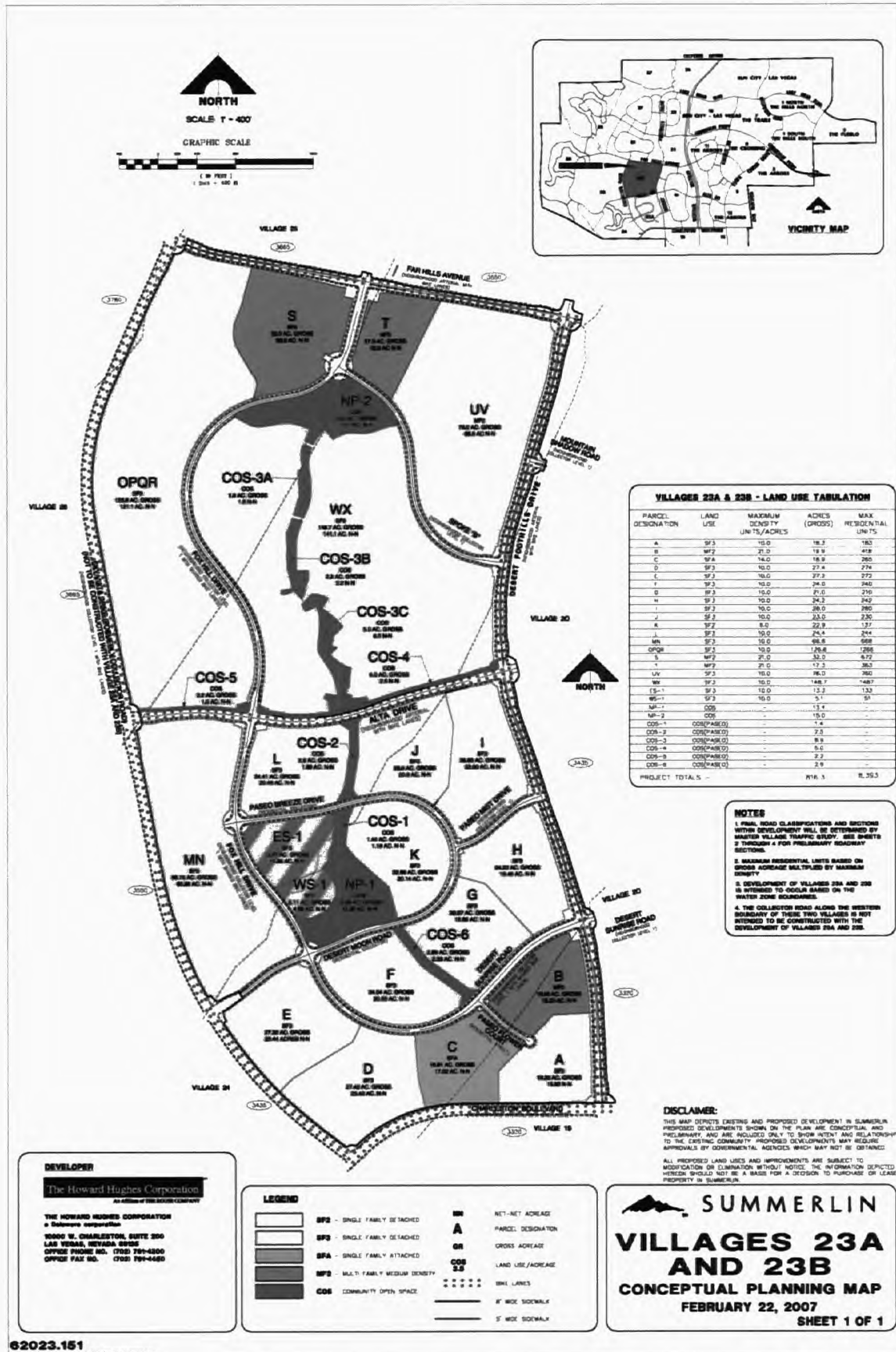
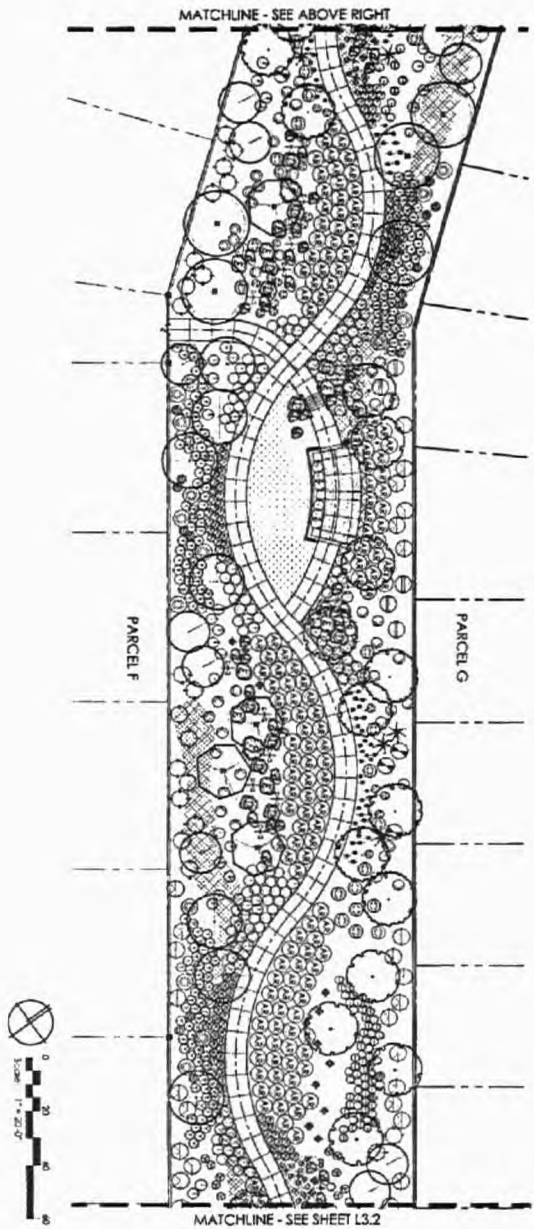
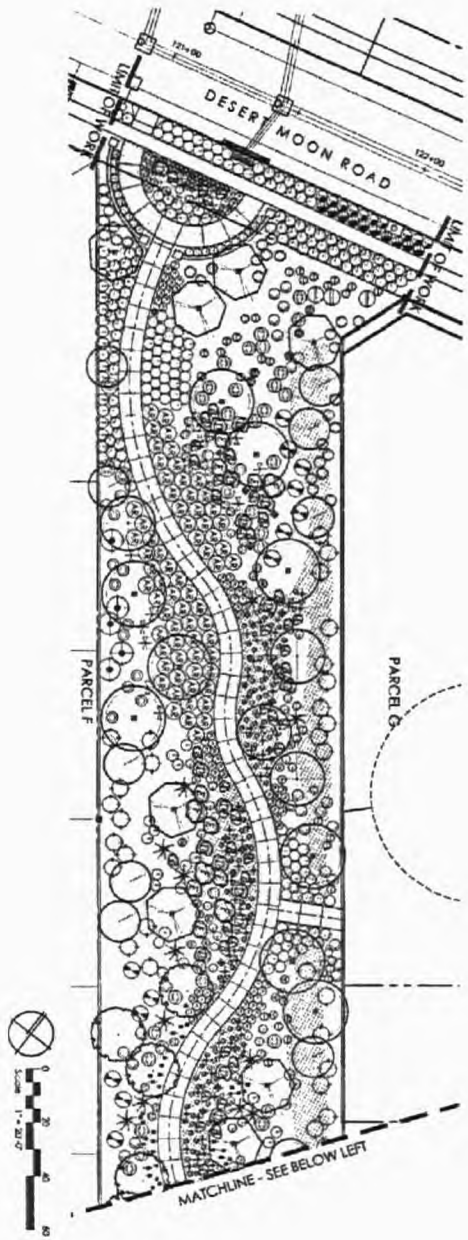


EXHIBIT A – SITE PLAN
(COMMUNITY PARK – NP-1, VILLAGE 23A)

THE
PASEOS
COMMUNITY PARK CONCEPT



EXHIBIT A – SITE PLAN (COS-6 "COMMUNITY OPEN SPACE" – VILLAGE 23A)



PLANT MATERIALS LIST

Symbol	Plant Name	Quantity	Notes
1	1" - 1 1/2" Calceolaria	100	
2	2" - 3" Calceolaria	100	
3	4" - 6" Calceolaria	100	
4	8" - 12" Calceolaria	100	
5	1" - 1 1/2" Calceolaria	100	
6	2" - 3" Calceolaria	100	
7	4" - 6" Calceolaria	100	
8	8" - 12" Calceolaria	100	
9	1" - 1 1/2" Calceolaria	100	
10	2" - 3" Calceolaria	100	
11	4" - 6" Calceolaria	100	
12	8" - 12" Calceolaria	100	
13	1" - 1 1/2" Calceolaria	100	
14	2" - 3" Calceolaria	100	
15	4" - 6" Calceolaria	100	
16	8" - 12" Calceolaria	100	
17	1" - 1 1/2" Calceolaria	100	
18	2" - 3" Calceolaria	100	
19	4" - 6" Calceolaria	100	
20	8" - 12" Calceolaria	100	
21	1" - 1 1/2" Calceolaria	100	
22	2" - 3" Calceolaria	100	
23	4" - 6" Calceolaria	100	
24	8" - 12" Calceolaria	100	
25	1" - 1 1/2" Calceolaria	100	
26	2" - 3" Calceolaria	100	
27	4" - 6" Calceolaria	100	
28	8" - 12" Calceolaria	100	
29	1" - 1 1/2" Calceolaria	100	
30	2" - 3" Calceolaria	100	
31	4" - 6" Calceolaria	100	
32	8" - 12" Calceolaria	100	
33	1" - 1 1/2" Calceolaria	100	
34	2" - 3" Calceolaria	100	
35	4" - 6" Calceolaria	100	
36	8" - 12" Calceolaria	100	
37	1" - 1 1/2" Calceolaria	100	
38	2" - 3" Calceolaria	100	
39	4" - 6" Calceolaria	100	
40	8" - 12" Calceolaria	100	
41	1" - 1 1/2" Calceolaria	100	
42	2" - 3" Calceolaria	100	
43	4" - 6" Calceolaria	100	
44	8" - 12" Calceolaria	100	
45	1" - 1 1/2" Calceolaria	100	
46	2" - 3" Calceolaria	100	
47	4" - 6" Calceolaria	100	
48	8" - 12" Calceolaria	100	
49	1" - 1 1/2" Calceolaria	100	
50	2" - 3" Calceolaria	100	
51	4" - 6" Calceolaria	100	
52	8" - 12" Calceolaria	100	
53	1" - 1 1/2" Calceolaria	100	
54	2" - 3" Calceolaria	100	
55	4" - 6" Calceolaria	100	
56	8" - 12" Calceolaria	100	
57	1" - 1 1/2" Calceolaria	100	
58	2" - 3" Calceolaria	100	
59	4" - 6" Calceolaria	100	
60	8" - 12" Calceolaria	100	
61	1" - 1 1/2" Calceolaria	100	
62	2" - 3" Calceolaria	100	
63	4" - 6" Calceolaria	100	
64	8" - 12" Calceolaria	100	
65	1" - 1 1/2" Calceolaria	100	
66	2" - 3" Calceolaria	100	
67	4" - 6" Calceolaria	100	
68	8" - 12" Calceolaria	100	
69	1" - 1 1/2" Calceolaria	100	
70	2" - 3" Calceolaria	100	
71	4" - 6" Calceolaria	100	
72	8" - 12" Calceolaria	100	
73	1" - 1 1/2" Calceolaria	100	
74	2" - 3" Calceolaria	100	
75	4" - 6" Calceolaria	100	
76	8" - 12" Calceolaria	100	
77	1" - 1 1/2" Calceolaria	100	
78	2" - 3" Calceolaria	100	
79	4" - 6" Calceolaria	100	
80	8" - 12" Calceolaria	100	
81	1" - 1 1/2" Calceolaria	100	
82	2" - 3" Calceolaria	100	
83	4" - 6" Calceolaria	100	
84	8" - 12" Calceolaria	100	
85	1" - 1 1/2" Calceolaria	100	
86	2" - 3" Calceolaria	100	
87	4" - 6" Calceolaria	100	
88	8" - 12" Calceolaria	100	
89	1" - 1 1/2" Calceolaria	100	
90	2" - 3" Calceolaria	100	
91	4" - 6" Calceolaria	100	
92	8" - 12" Calceolaria	100	
93	1" - 1 1/2" Calceolaria	100	
94	2" - 3" Calceolaria	100	
95	4" - 6" Calceolaria	100	
96	8" - 12" Calceolaria	100	
97	1" - 1 1/2" Calceolaria	100	
98	2" - 3" Calceolaria	100	
99	4" - 6" Calceolaria	100	
100	8" - 12" Calceolaria	100	



THE
PASEOS
VILLAGE 23a - COS-6
LAS VEGAS, NEVADA



GREEY PICKETT
landscape architecture | community design
7347 S. Mendenhall Drive, Suite B
Las Vegas, NV 89120
702.444.4444 fax 702.444.4444



L3.1
of 19
DESIGN
1" = 20'-0"
CONSTRUCTION
1/4" = 20'-0"
DATE: 04.27.20
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

EXHIBIT B - SCHEDULE OF COMPLETION

The Vistas (Village 20)

Park / Community Open Space (COS)	Area (Gross Acres)	Projected Date of Completion
South Tower Park (NP-1)	7.60	Completed.
North Tower Park (NP-2)	7.70	Completed.
Community Park (CP-1) - Phase I	22.85	Completed.
COS-1	2.80	Completed.
COS-2	3.50	Completed.
COS-3	2.90	Completed.
COS-4	2.40	Completed.

The Paseos (Village 23A)

Park / Community Open Space (COS)	Area (Gross Acres)	Projected Date of Completion
Community Park (NP-1)	13.39	Completed.
COS-6	2.89	Completed.

EXHIBIT C - SPECIAL CONDITIONS

The Vistas (Village 20)

Park / Community Open Space (COS)	Special Conditions
South Tower Park (NP-1)	None.
North Tower Park (NP-2)	None.
Community Park (CP-1) - Phase I	At the request of Linda Givens Elementary School, HHC added a handicap ramp and modified the sidewalk along the south side of the park to provide additional access to the park.
COS-1	None.
COS-2	None.
COS-3	None.
COS-4	None.

The Paseos (Village 23A)

Park / Community Open Space (COS)	Projected Date of Completion
Community Park (NP-1)	None.
COS-6	None.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Encroachment Request from Keep Memory Alive on behalf of City Parkway V, Incorporated, owner (northeast corner of Bonneville Avenue and Grand Central Parkway) - Ward 5 (Williams)

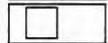
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This request is for an area of landscaping varying in width approximately 25-feet in length on the northeast side of the sidewalk located on the northeast corner of Bonneville Avenue and Grand Central Parkway, an area of landscaping varying in width on the west side of the sidewalk located on the east side of Grand Central Parkway extending northward from Bonneville Avenue for approximately 25-feet, an approximate 5-foot wide area of landscaping on the south side of the sidewalk located on the north side of Bonneville Avenue extending approximately 160-feet eastward from Grand Central Parkway and five, 5-foot by 5-foot tree wells on the north side of Bonneville Avenue with tree grates flush with the sidewalk. The landscaping will consist of trees, shrubs, ground cover and an irrigation system to meet landscaping requirements of the Downtown Centennial Plan for the proposed Lou Ruvo Alzheimer's Institute. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

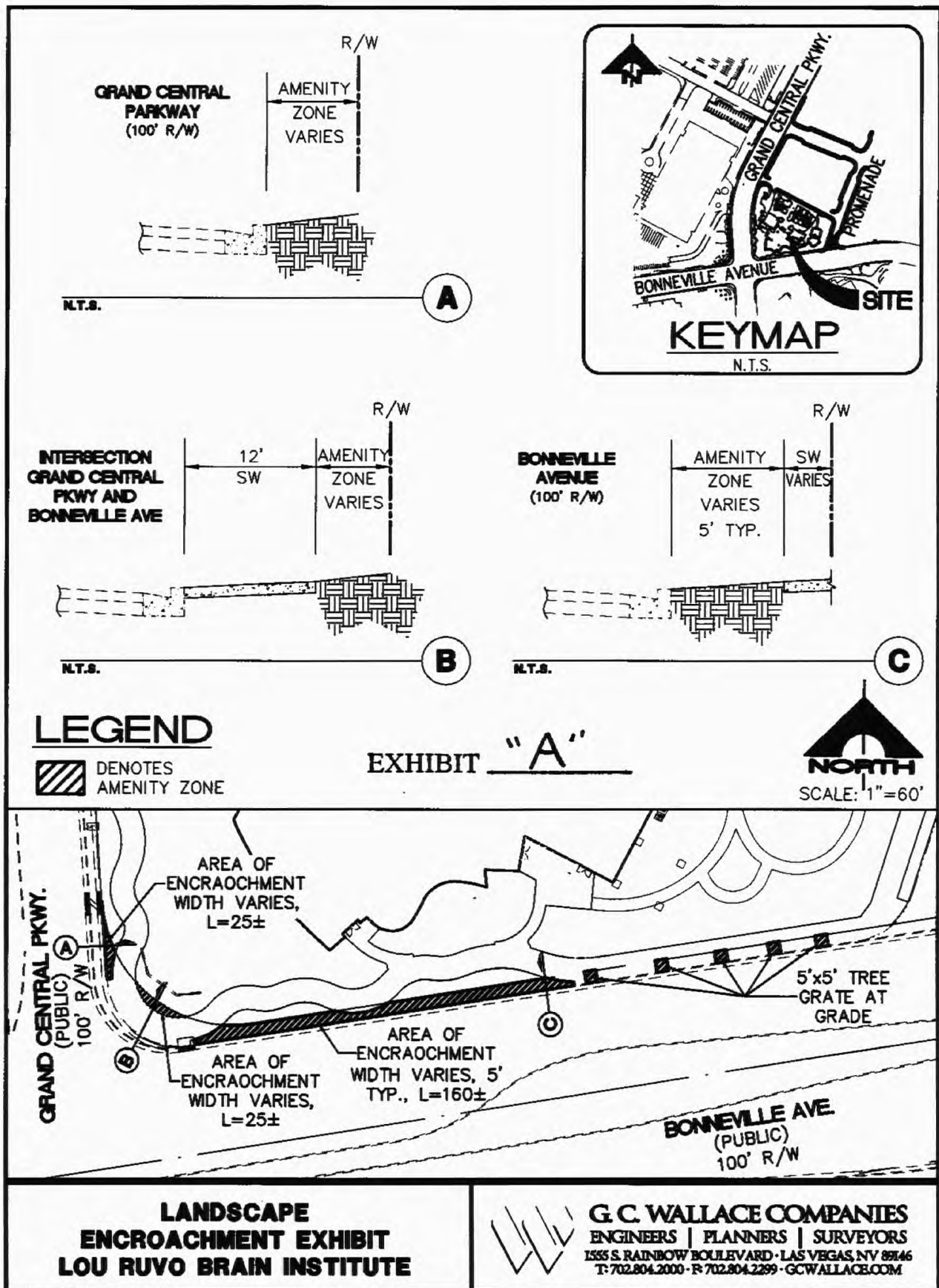
BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (northeast corner of Bonneville Avenue and Grand Central Parkway)

Motion made by GARY REESE to Approve Items 15-53

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 18, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of an Encroachment Request from Yack Construction on behalf of Rain Vault, LLC, owner (A Street north of Washington Avenue) - Ward 5 (Williams)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This request is for an approximate 6.5-foot wide area of landscaping on the west side of A Street extending approximately 76-feet adjacent to the property line consisting of trees, shrubs, ground cover and an irrigation system for the proposed Bait and Tackle Studio. 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" (A Street)
2. Copy of Encroachment Exhibit "B" (vicinity map and A Street typical section)

Motion made by GARY REESE to Approve Items 15-53

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: 139-27-601-005
OWNER: RAIN VAULT LLC

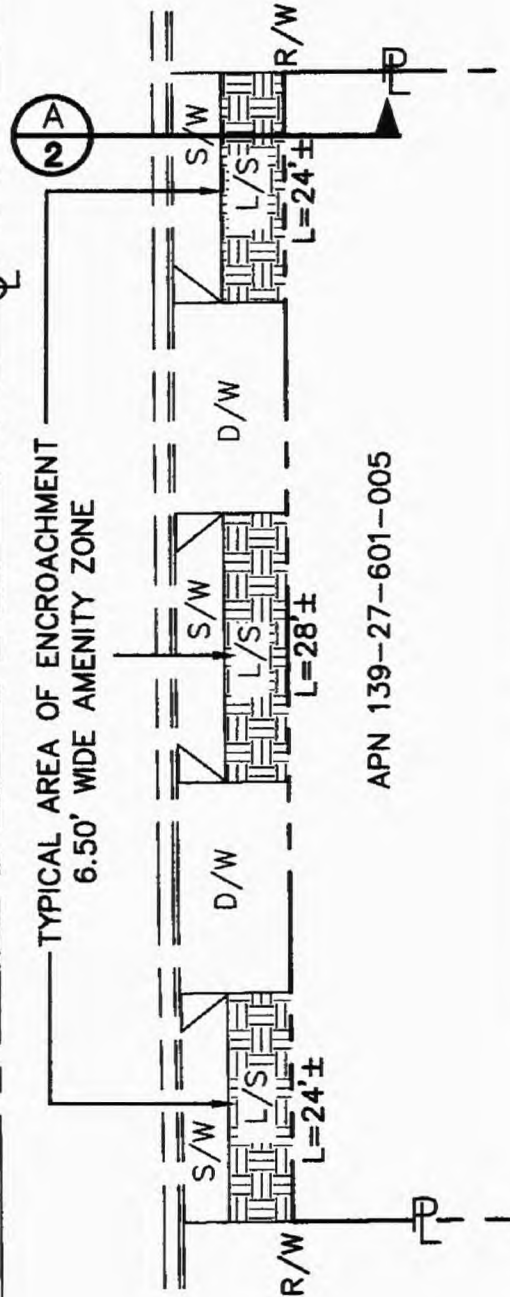


GRAPHIC SCALE
0 30 60
(IN FEET)
1 INCH=30 FT

A STREET

55' R/W (PUBLIC)

TYPICAL AREA OF ENCROACHMENT
6.50' WIDE AMENITY ZONE



APN 139-27-601-005



DWYER ENGINEERING INC.

CIVIL ENGINEERS
LAND SURVEYORS

WATER RIGHTS
LAND USE PLANNING

7310 SMOKE RANCH RD., SUITE E
LAS VEGAS, NEVADA 89128

(702) 254-2200
fax: (702) 254-2236

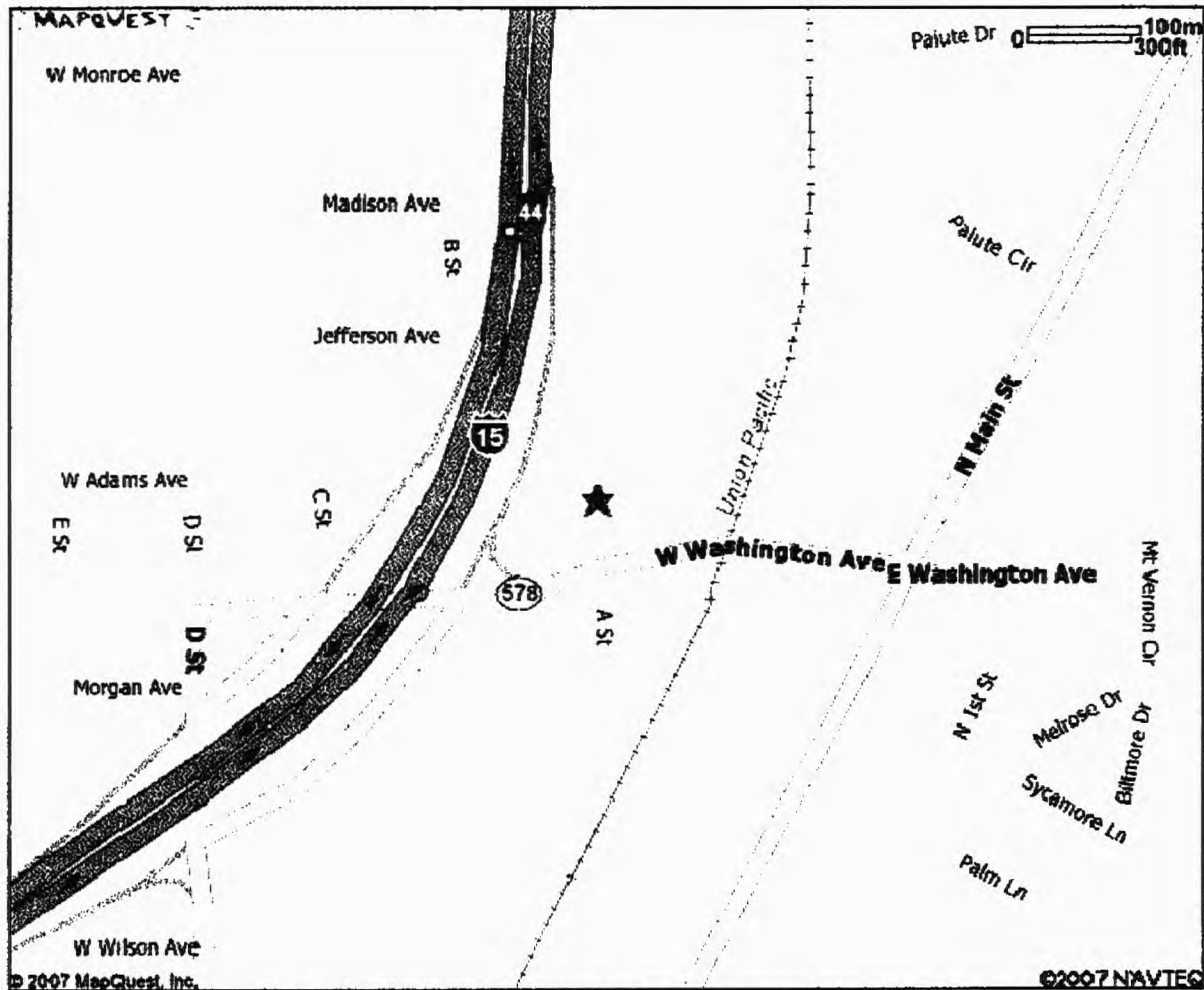
DRAWN BY: JGR CHECKED BY: DAD
DATE: 03/21/07

ENCROACHMENT EXHIBIT

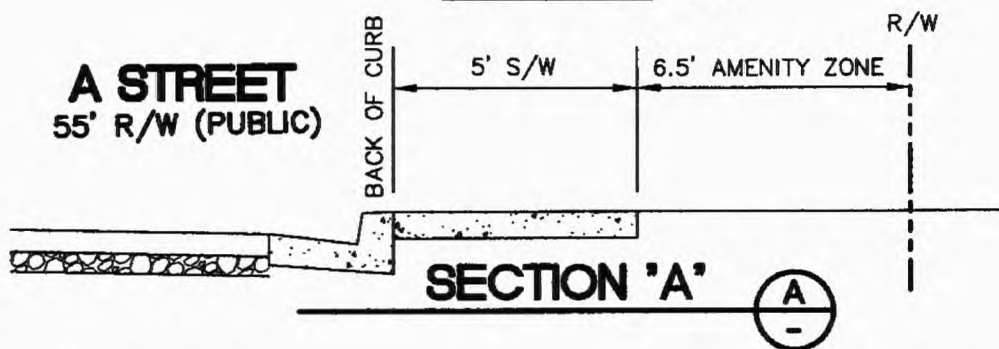
SHEET 1 OF 2

"A"

APN: 139-27-601-005
OWNER: RAIN VAULT LLC



AREA MAP NTS



DWYER ENGINEERING INC.

CIVIL ENGINEERS
LAND SURVEYORS

WATER RIGHTS
LAND USE PLANNING

7310 SMOKE RANCH RD., SUITE E
LAS VEGAS, NEVADA 89128

(702) 254-2200
fax: (702) 254-2236

DRAWN BY: JGR CHECKED BY: DAD
DATE: 03/21/07

ENCROACHMENT EXHIBIT

SHEET 2 OF 2

"B"

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Southwest Quarter of Section 32, Township 19 South, Range 60 East, Mount Diablo Meridian, for sewer purposes generally located on the north side of Lone Mountain Road between El Capitan Way and Durango Drive, APNs 125-32-802-020, 125-32-802-030 and 125-32-804-003 - County (near Ward 4 - Brown)

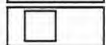
Fiscal Impact



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 15-53

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)

125-32-3
G-32-5

LA MADRE AVE

EL CAPITAN WAY

JULIANO RD

VERDE WAY

RILEY ST

BONITA VISTA ST

DURANGO DR

88
87
CORI

125-32-8
G-32-8

LONE MOUNTAIN RD



APN 125-32-802-020



APN 125-32-802-030



APN - 125-32-804-003

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Second Supplemental Interlocal Contract LAS22D06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) for flood control improvements for the Brent Lane and Tule Springs Detention Basins (\$300,000 - CCRFCDD) - Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$300,000

Funding Source: CCRFCDD

Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

Second Supplemental Interlocal Contract LAS22D06 will increase funding for engineering design, add Racel Street storm drain facilities to the scope of the project and extend the date of completion for the Brent Lane and Tule Springs Detention Basins. The Clark County Regional Flood Control District approved this contract at its April 12, 2007, Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Second Supplemental Interlocal Contract LAS22D06

Motion made by GARY REESE to Approve Items 15-53

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)

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
BRENT LANE AND TULE SPRINGS
DETENTION BASINS

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 12th day of APRIL, 2007 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

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

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2002 Master Plan update as Structure Numbers BRDB 0000, BRDB 0032, BRDB 0033, RACO 0000, RACO 0064, TSDB 0000, TSDB 0011 and TSDB 0012 hereinafter referred to as "PROJECT"; and

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

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

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

WHEREAS, an Interlocal Contract for the engineering design for Brent Lane and Tule Springs Detention Basin was entered into between the DISTRICT and the CITY on February 9, 2006 and a First Supplemental Interlocal Contract on September 14, 2006; and

WHEREAS, the PROJECT is to be used as a detention basin and is on state park land; and

WHEREAS, the Land and Water Conservation Fund Act of 1965 (and Related Laws) require continued use of the PROJECT as a park; and

WHEREAS, the PROJECT be used for flood control purposes as long as the State and Federal requirements are incorporated; and

WHEREAS, the improvements required must include passive recreation; and

WHEREAS, utilizing the State land could provide a land value savings for the DISTRICT of approximately \$32,000,000; and

WHEREAS, the CITY wishes to increase funding for engineering design, change the scope of the project and extend the date of completion; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract approved February 9, 2006, and a First Supplemental Interlocal Contract approved on September 14, 2006 as follows:

SECTION I - SCOPE OF THE PROJECT-shall be changed to read as follows:

THIS INTERLOCAL CONTRACT applies to design associated with the Brent Lane and Tule Springs Detention Basin. The basic improvements shall consist of two detention basins with appurtenant inlet and outfall facilities. Improvements will also include facility in Racel from the Detention Basin west to Durango Drive and from Durango Drive to El Capitan Way including a lateral facility extending north on El Capitan Way. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

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

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

1. The engineering and design shall not exceed \$1,483,600.
2. Environmental costs shall not exceed \$50,000.
3. Architectural costs shall not exceed \$120,000.
4. The total cost of the contract shall not exceed \$1,653,600 which includes all of the items described in the paragraphs above.
5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
6. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL paragraphs 9 and 14 shall be changed to read as follows:

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)

- f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
- g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to April 12, 2009. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

All other sections of the interlocal contract dated February 9, 2006 and supplemental interlocal contract dated September 14, 2006 shall remain unchanged.

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

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

April 12, 2007
ATTEST:

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

Carolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action: CITY OF LAS VEGAS

April 18, 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 4/25/07
Thomas R. Green Date
Deputy City Attorney

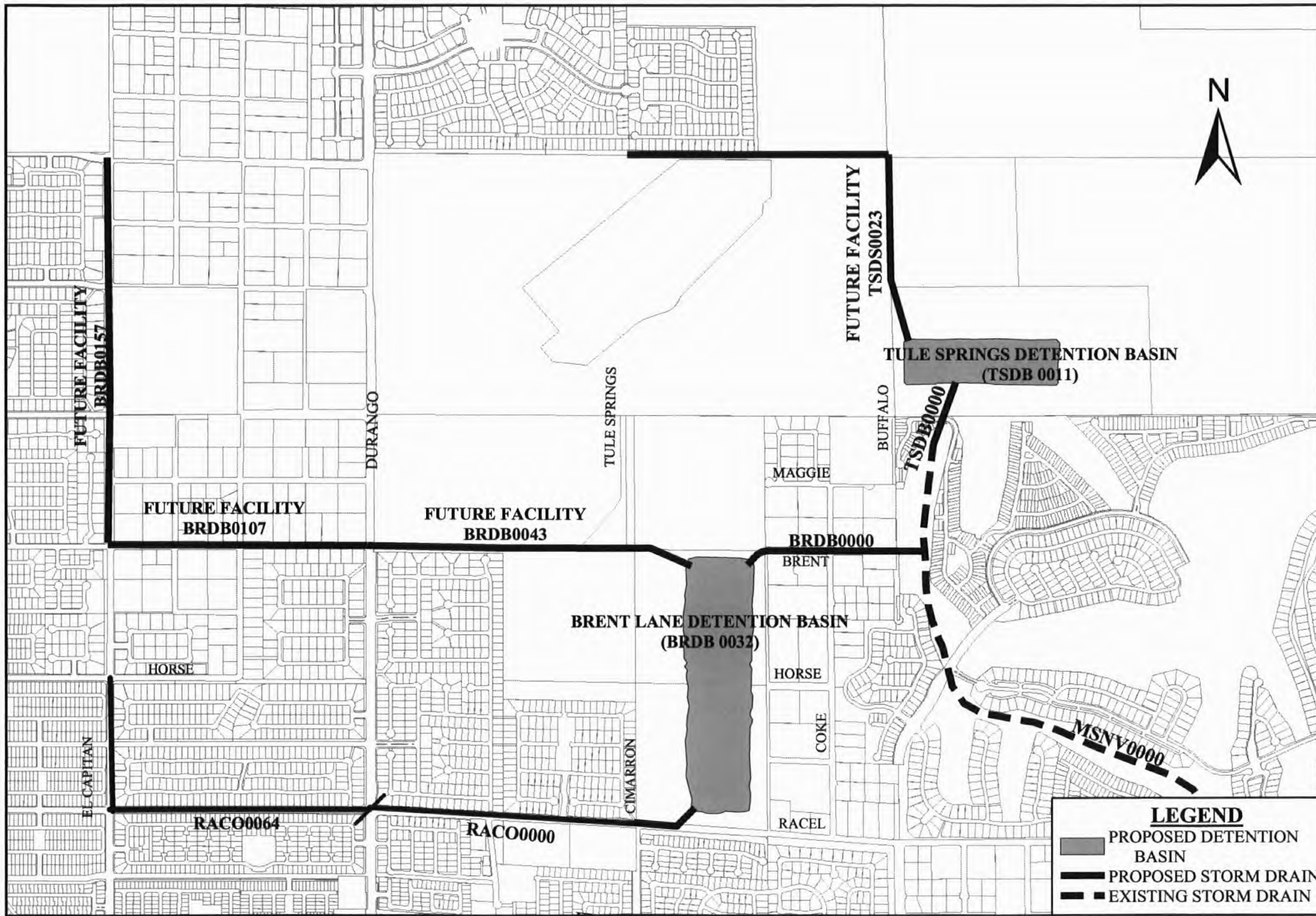


EXHIBIT A
BRENT LANE AND TULE SPRINGS DETENTION BASINS
(LAS 22D06)

F:\#Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Brent and Tule DB

LAS22D06

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Second Supplemental Interlocal Contract 481B between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for the City Parkway, D Street Connector (\$200,000 - RTC) - Ward 5 (Williams)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$200,000

Funding Source: RTC

Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

Second Supplemental Interlocal Contract 481B will change the scope of the project to include funding for right-of-way acquisition and to extend the date of completion for the City Parkway, D Street Connector between Grand Central Parkway and I-15. The design, right-of-way acquisition and construction of the project will be completed by the Nevada Department of Transportation. The City of Las Vegas will reimburse the Nevada Department of Transportation for the right-of-way costs.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Second Supplemental Interlocal Contract 481B

Motion made by GARY REESE to Approve Items 15-53

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)

**SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
CITY PARKWAY – D STREET CONNECTOR**

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 18TH 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, the Regional Transportation Commission approved an Interlocal Contract on August 14, 2004 and a Supplemental Interlocal Contract dated February 7, 2007 for an alignment study for City Parkway, D Street Connector between Grand Central Parkway and I-15; and

WHEREAS, the CITY wishes to change the scope of the project, increase funding and extend the date of completion.

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

SECTION I - SCOPE OF PROJECT shall be revised to read as follows:

This Interlocal Contract applies to services for the City Parkway – D Street Connector between Grand Central Parkway and I-15. The alignment study will include development of alternative alignments, alternative evaluation and related right-of-way design. Additional funding will be requested after the study has been completed. The design, right-of-way acquisition and construction of the project will be completed by the Nevada Department of Transportation. The City of Las Vegas will reimburse the Nevada Department of Transportation for the right-of-way costs.

SECTION II – PROJECT COSTS shall be changed 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 the study and right-of-way acquisition shall not exceed \$300,000 which includes all of the above items.
2. The cost of the study will not be included in engineering percentage limitations.
3. The City will be granted a revised “Authorization to Proceed” for a study at a cost not to exceed \$100,000 and right-of-way acquisition at a cost not to exceed \$200,000 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.
4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

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

4. The Project must be completed to the satisfaction of the RTC prior to December 30, 2009. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

All other terms of the Interlocal Contract dated August 14, 2004 and the Supplemental Interlocal Contract dated February 7, 2007 shall remain unchanged.

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APPROVED AS TO LEGALITY AND FORM:

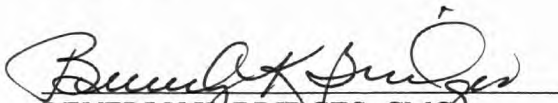

ZEV KAPLAN, GENERAL COUNSEL

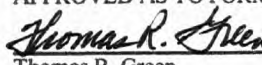
DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

April 18, 2007
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR

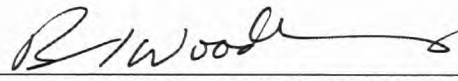

BEVERLY K. BRIDGES, CMO
ACTING CITY CLERK

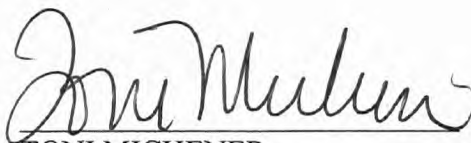
APPROVED AS TO FORM
 4/25/07
Thomas R. Green Date
Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

April 12, 2007
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

Name of Project	City Parkway, D Street Connector					
CLV	WU7076-7077					
Initial Encumbrance:	08/12/04					
Cash Flow Projection:		Fiscal Year 2006-07				
	Prior Expense	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Construction						-
Engineering	72,261				27,739.00	100,000.00
Staking						
Acquisition						-
R/W-Other						-
Total:	72,261	-	-	-	27,739.00	100,000.00
Cash Flow Projection		Fiscal Year 2007-08				
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Construction						-
Engineering						-
Staking						
Acquisition		150,000.00	50,000.00			200,000.00
R/W-Other						
Total:		150,000.00	50,000.00	-	-	200,000.00
				Engineering		100,000.00
				R/W Acquisition		200,000.00
			-	Total:	-	300,000.00

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of First Supplemental Interlocal Contract LAS22E06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCFCD) for the Las Vegas Wash - Decatur Boulevard (Centennial Parkway to Farm Road) (\$450,000 - CCRFCFCD) - Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$450,000

Funding Source: CCRFCFCD

Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

First Supplemental Interlocal Contract LAS22E06 will add the design of the Elkhorn Road Storm Drain between Decatur Boulevard and Bradley Road to the scope of the project, extend the date of completion to April 12, 2009 and increase engineering for this addition. The improvements shall be funded through CCRFCFCD funds. The Clark County Regional Flood Control District approved this contract at its April 12, 2007 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract LAS22E06

Motion made by GARY REESE to Approve Items 15-53

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)

**FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
LAS VEGAS WASH –
DECATUR BOULEVARD (CENTENNIAL PARKWAY TO FARM ROAD)**

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 12th day of APRIL, 2007 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

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

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2002 Master Plan as Structure Numbers LVMD 2324, LVDE 0000 and LVMD 2443 hereinafter referred to as "PROJECT"; and

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

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

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

WHEREAS, the CITY wishes to change the scope of the project, increase funding for engineering design and extend the date of completion.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract approved August 10, 2006, as follows:

SECTION I - SCOPE OF THE PROJECT shall be changed to read as follows:

THIS INTERLOCAL CONTRACT applies to design associated with the Las Vegas Wash – Decatur Boulevard (Centennial Parkway to Farm Road). The section of Elkhorn Road between Decatur Boulevard and Bradley Road will be included in this project. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

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

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

1. The engineering and design shall not exceed \$1,986,937.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$20,000.
3. Environmental Mitigation at a cost not to exceed \$5,000.
4. The total cost of the contract shall not exceed \$2,011,937 which includes all of the items described in the paragraphs above.
5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
6. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL paragraph 9 and 14 shall be changed to read as follows:

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)
 - f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.
14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to April 12, 2009. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

All other sections of the interlocal contract dated August 10, 2006 shall remain unchanged.

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

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

April 12, 2007
ATTEST:

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

Carolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

April 18, 2007
ATTEST:

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

Beverly K. Bridges
BEVERLY K. BRIDGES, CMO
Acting City Clerk

APPROVED AS TO FORM

Thomas R. Green 4/25/07
Thomas R. Green Date
Deputy City Attorney

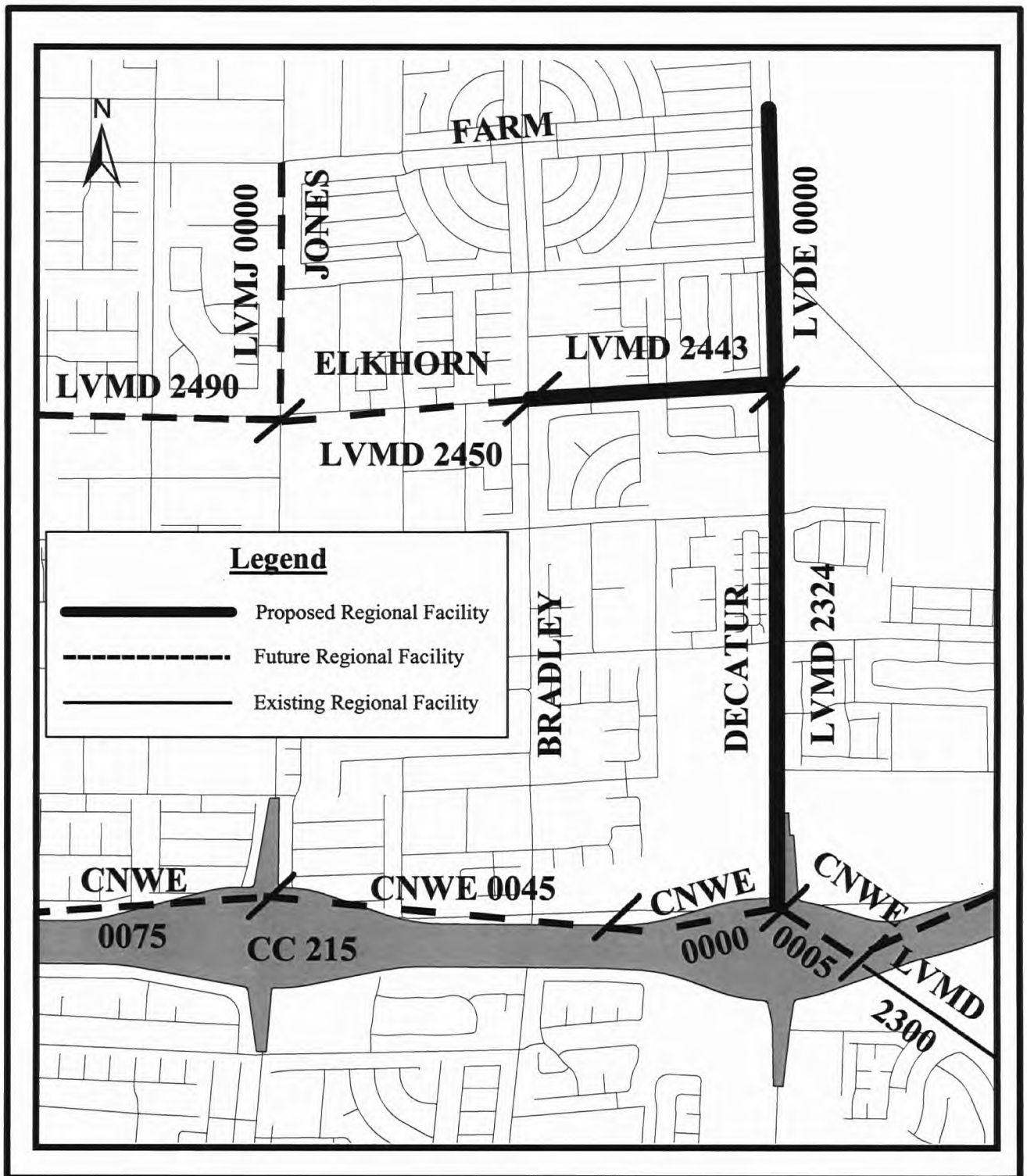


EXHIBIT A
LAS VEGAS WASH-DECATUR, CENTENNIAL TO FARM (LAS 22E06)

MARCH 07

F:\Depot\Engineering Planning\ Flood\ Arcview\ EXHIBIT A LV WASH-DECATUR, CENTENNIAL TO FARM

LAS22E06

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Interlocal Contract between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for Centennial Parkway/Grand Montecito Parkway intersection improvements (\$410,000 - RTC) - Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$410,000

Funding Source: RTC

Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

This Interlocal Contract provides for improving the road intersection of Centennial Parkway/Grand Montecito Parkway. The basic improvements include but are not limited to, survey, earthwork, traffic signs, street lighting, pavement, pavement markings and all other required components. This Regional Transportation Commission approved this contract at its April 12, 2007 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract

Motion made by GARY REESE to Approve Items 15-53

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)

**CENTENNIAL PARKWAY/GRAND MONTECITO PARKWAY
INTERSECTION IMPROVEMENTS**

THIS INTERLOCAL CONTRACT, made and entered into this 18th 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 the "RTC".

WITNESSETH

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

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

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

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

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to intersection improvements associated with Centennial Parkway/Grand Montecito Parkway. The basic improvements include but are not limited to; survey, earthwork, traffic signs, street lighting, pavement, pavement markings, and all other required components.

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, construction, right-of-way engineering, right-of-way negotiations and acquisition shall not exceed \$510,000 which includes all of the above.

2. "Authorization to Proceed" for engineering at a cost not to exceed \$10,000, right-of-way drawings, descriptions and obtaining appraisals in an amount not to exceed \$50,000 and right-of-way acquisition at a cost not to exceed \$350,000 at the time written Authorization to Proceed is received from the RTC.
3. A separate request for an "Authorization to Proceed" will be required for construction.
4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and specifications shall show the Regional Transportation Commission as funding agency.
2. The network condition assessment, analysis, preliminary engineering, and design shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the Regional Transportation Commission of Southern Nevada.
4. Upon completion of the construction of the improvements, it shall be maintained by the responsible entity having jurisdiction and no funding is provided by this agreement for maintenance.
5. The improvements must be completed to the satisfaction of the Regional Transportation Commission of Southern Nevada by April 12, 2009.
6. The City's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after completion of a project.
7. It is understood and agreed that the purpose of this Inter-local Contract is to fund the improvements as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the improvements and will hold the other parties to this contract and the Regional Transportation Commission harmless for any liability therefore except the funding provided by this contract.

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

*

APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

April 18, 2007
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR


BEVERLY K. BRIDGES, CMC
ACTING CITY CLERK

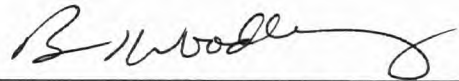
APPROVED AS TO FORM

 4/25/07
Thomas R. Green Date
Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

April 12, 2007
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

Name of Project	Centennial Parkway/Grand Montecito F146B2/522					
CLV						
Initial Encumbrance:	04/12/07					
Cash Flow Projection:		Fiscal Year 2006-07				
	Prior Expense	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Construction						-
Engineering				2,000.00	7,000.00	9,000.00
Staking						-
Acquisition					250,000.00	250,000.00
R/W-Other				5,000.00	25,000.00	30,000.00
Total:	-	-	-	7,000.00	282,000.00	289,000.00
Cash Flow Projection		Fiscal Year 2007-08				
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Construction						-
Engineering		1,000.00				1,000.00
Staking						
Acquisition		100,000.00				100,000.00
R/W-Other		20,000.00				20,000.00
Total:		121,000.00	-	-	-	121,000.00
						410,000.00
				Construction		0.00
				Engineering		10,000.00
				R/W Acquisition		350,000.00
				R/W Other		50,000.00
				Total:	-	410,000.00

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Interlocal Agreement 112690 with the Las Vegas Valley Water District for the City of Las Vegas Rampart Trail Phase 1 project located on Vegas Drive, east of Rampart Boulevard, APN 138-29-501-007 (\$11,416 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 2 (Wolfson)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$11,416

Funding Source: SNPLMA

Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

The purpose of this Interlocal Agreement between the City of Las Vegas and the Las Vegas Valley Water District is for a water service to serve the Rampart Trail Phase 1 project which is located north of Summerlin Parkway adjacent to the Angel Park Detention Basin. The water service will be located on Vegas Drive, east of Rampart Boulevard.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement 112690

Motion made by GARY REESE to Approve Items 15-53

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)

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of April 18, 2007

Date Submitted: November 2, 2009

Amendment to Item #49

Purpose of Amendment:

Executed Document Added to the Final Minutes as follows:

- Copy of Executed Bill of Sale

Submitted By: Stacey L Campbell

Signature: Brenda K. Brundage
City Clerk or Chief Deputy

Date: 11/2/09

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
RAMPART TRAIL PHASE 1**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the state of Nevada, whose address is 1001 S. Valley View Boulevard, Las Vegas, NV 89153, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in the development of real property for a trail, generally located on Vegas Drive, east of Rampart Boulevard, and further referenced as Clark County Assessor's Parcel Number 138-29-501-007; and

WHEREAS, the DISTRICT is willing to continue to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water facilities for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the water main(s), fire hydrants and laterals, service connections, backflow prevention assemblies, and appurtenances, from the main to the point where the water being delivered leaves the piping owned by the DISTRICT, hereinafter called "WATER FACILITIES," shown on that certain plan or plans entitled:

**CITY OF LAS VEGAS
RAMPART TRAIL PHASE 1
Grading and Utility Plan**

- B. That said WATER FACILITIES shall be constructed in the locations shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- C. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- D. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph A above.

- E. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- F. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- G. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- H. That all WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event any WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT's requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT's Service Rules.
- I. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.
- J. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- K. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- L. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- M. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- N. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

O. The DISTRICT, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the DISTRICT, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to thereafter operate and maintain WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. That construction water may be provided through metered fire hydrants in accordance with the DISTRICT'S Service Rules.

ARTICLE III

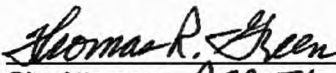
IT IS MUTUALLY AGREED:

- A. That all WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.
- B. That construction water shall only be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- C. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- D. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- E. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- F. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- G. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.
- H. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

- I. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- J. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 200_____.

APPROVED:

 3/22/07
City Attorney - DEPUTY

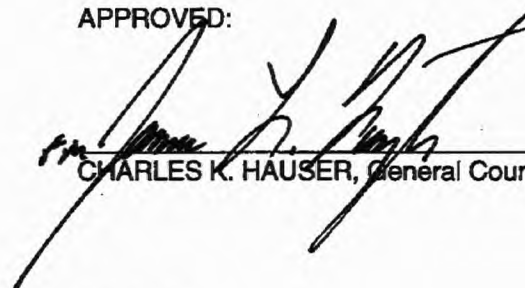
ATTEST:

CITY OF LAS VEGAS

BARBARA JO RONEMUS, City Clerk

BY: _____
OSCAR B. GOODMAN, Mayor

APPROVED:


CHARLES K. HAUSER, General Counsel

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY: _____
CHIP MAXFIELD, President
Board of Directors

BILL OF SALE

CLV - RAMPART TRAIL PHASE 1 - 112690

FOR VALUE RECEIVED, **City of Las Vegas** does hereby sell, assign, transfer, and set over unto the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation, all its right, title, and interest, in and to those certain facilities, together with all valves, fittings, valve boxes, and service lines connected with said facilities, constructed pursuant to that certain Agreement dated April 18, 2007, identified as No. 112690 between City of Las Vegas and the Las Vegas Valley Water District.

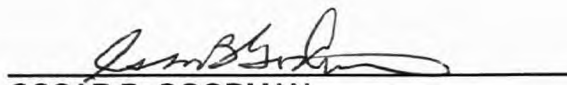
That said City of Las Vegas warrants that it is the owner of said facilities and connection valves, fittings, valve boxes, and service lines, and that same are free and clear of all encumbrances, including all material and labor claims attaching thereto, and that it will at all times hereafter defend the title to the same against any and all persons lawfully claiming or to claim the same.

IN WITNESS WHEREOF, City of Las Vegas has caused this Bill of Sale to be executed this 28TH day of OCTOBER, 2009.

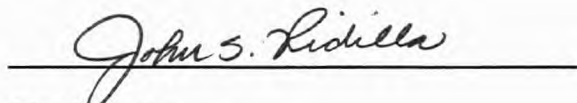
ATTEST:

CITY OF LAS VEGAS


BEVERLY K. BRIDGES, CMC
City Clerk


OSCAR B. GOODMAN
Mayor

APPROVED AS TO FORM:


City Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Interlocal Agreement 112689 with the Las Vegas Valley Water District for the City of Las Vegas Cedar Drainage Trail located on Honolulu Street, south of Bonanza Road, APN 140-31-196-003 (\$12,326 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$12,326

Funding Source: SNPLMA

Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

The purpose of this Interlocal Agreement between the City of Las Vegas and the Las Vegas Valley Water District is for a water service to serve the Cedar Drainage Trail project which is located along the Cedar Drainage Trail between Pecos Road and the Las Vegas Wash. The water service will be located on Honolulu Street, south of Bonanza Road.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement 112689

Motion made by GARY REESE to Approve Items 15-53

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 FOR
CITY OF LAS VEGAS
CEDAR DRAINAGE TRAIL**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the state of Nevada, whose address is 1001 S. Valley View Boulevard, Las Vegas, NV 89153, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in the development of real property for a trail, generally located on Honolulu Street, south of Bonanza Road, and further referenced as Clark County Assessor's Parcel Number 140-31-196-003; and

WHEREAS, the DISTRICT is willing to continue to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water facilities for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the water main(s), fire hydrants and laterals, service connections, backflow prevention assemblies, and appurtenances, from the main to the point where the water being delivered leaves the piping owned by the DISTRICT, hereinafter called "WATER FACILITIES," shown on that certain plan or plans entitled:

**CITY OF LAS VEGAS
CEDAR DRAINAGE TRAIL
Civil Plan**

- B. That said WATER FACILITIES shall be constructed in the locations shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- C. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- D. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph A above.

- E. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- F. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- G. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- H. That all WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event any WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT's requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT's Service Rules.
- I. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.
- J. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- K. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- L. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- M. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- N. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

O. The DISTRICT, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the DISTRICT, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to thereafter operate and maintain WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. That construction water may be provided through metered fire hydrants in accordance with the DISTRICT'S Service Rules.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That all WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.
- B. That construction water shall only be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- C. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- D. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- E. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- F. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- G. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.
- H. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

- I. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- J. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the 18TH day of April, 2007.

APPROVED:

Thomas R. Green 3/22/07
City Attorney - ~~DEPUTY~~

ATTEST:

CITY OF LAS VEGAS

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

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

APPROVED:

Charles K. Hauser
CHARLES K. HAUSER, General Counsel

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

Patricia Mulroy
PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY: Chip Makfield
CHIP MAKFIELD, President
Board of Directors

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Interlocal Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for additional design work and construction of the Downtown Connector Bus Rapid Transit Project (\$750,000 General Fund/\$45,000,000 Regional Transportation Commission [RTC]) - Wards 3 and 5 (Reese and Williams)

Fiscal Impact

☐

No Impact

☒

Augmentation Required

☐

Budget Funds Available

Amount: \$750,000 CLV/\$45,000,000 RTC

Funding Source: General Fund/RTC

Dept./Division: Public Works/Traffic Engineering

PURPOSE/BACKGROUND:

The City of Las Vegas previously entered into an agreement with the RTC to allow the City to provide design plans and specifications for roadway improvements necessary for implementation of the Rapid Transit Service for downtown Las Vegas. This Interlocal Agreement provides for additional design work requested by the RTC and construction of the Rapid Transit Service infrastructure. The City funding augmentation (\$750,000) is required in addition to the RTC's \$45 million for construction of a raised median and installation of landscaping along Grand Central Parkway from Bonneville Avenue to City Parkway, after the Las Vegas Grand Prix no longer utilizes Grand Central Parkway for the race course alignment.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement

Motion made by GARY REESE to Approve Items 15-53

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

This Agreement, made and entered into the 18TH day of April, 2007, by and between the City of Las Vegas, Nevada, a political subdivision of the state of Nevada, acting by and through the City Council which is its governing body (hereinafter called "CITY"), and Regional Transportation Commission of Southern Nevada, a political subdivision of the state of Nevada (hereinafter called "RTC").

WITNESSETH

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another agency; and

WHEREAS, the RTC desires to implement a Downtown Connector Project a portion of which will provide rapid transit vehicle roadway improvements along Grand Central Parkway and Casino Center Boulevard/Third Street located wholly within the CITY; and

WHEREAS, the CITY is willing and able to perform the services described herein; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with anyone or more other public agencies to perform any governmental, service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement; and

WHEREAS, this Agreement applies to a Design and Construction Project that will provide final design plans, specifications, construction administration, and construction of roadway and station improvements associated with the Downtown Connector Project along Grand Central Parkway and Casino Center Boulevard/Third Street, and

WHEREAS, the RTC desires the City to construct and administer the project, with the RTC having overall oversight, and

WHEREAS, this Agreement applies to the Stop and Glow Transit Shelter Design Project to incorporate neon sign and/or other types of artwork into the BRT station designs along the BRT route.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and conditions contained it is agreed as follows:

ARTICLE I – RTC AGREES

1. To provide funding for the total cost of the Design Project, Construction Project and Neon Sign Artwork Design Project according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC. The total cost for these Projects shall not exceed \$45,000,000.

2. To participate on the Design Project's Technical Management Committee, and to review and provide comments on the Design Project deliverables.

ARTICLE II – CITY AGREES

1. To perform the design and construction services, or to hire and manage a consultant employed by the CITY to accomplish the Design Project, Construction Project, and Neon Sign Artwork Design Project.
2. To construct permanent median islands and landscaping along Grand Central Parkway from Bonneville Avenue to City Parkway and to permanently construct the northbound BRT station at Discovery Drive after the Las Vegas Grand Prix no longer utilizes Grand Central Parkway for the race course alignment.
3. To comply with the requirements as set forth in the Project Management Plan and Quality Assurance Plan of the RTC.
4. To bill the RTC monthly for the cost incurred associated to the Design Project. The billing will include a status report and backup for the services rendered.
5. To notify and obtain concurrence from the RTC prior to any changes in the Design or Construction Project, budget or schedule.

ARTICLE III – IT IS MUTUALLY AGREED

1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. The term of this Agreement shall be from the date first written above through and including December 31, 2009.
3. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR CITY: Mr. Douglas Selby
City of Las Vegas
City Manager
400 E. Stewart Ave.
Las Vegas, NV 89101

FOR RTC: Mr. Jacob Snow
Regional Transportation Commission
600 Grand Central Parkway
Las Vegas, NV 89106
Phone: (702) 676-1501
Fax: (702) 676-1518

5. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided before by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party's reasonable attorney's fees and costs.
6. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds, which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
7. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
8. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from an against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other party within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

9. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other party.
10. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
11. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.
12. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
13. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.
14. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.
15. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
16. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.
17. This Agreement and the rights and obligations of the parties hereto shall be governed, by and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.
18. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language

between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

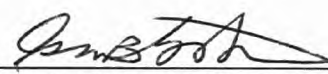
APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

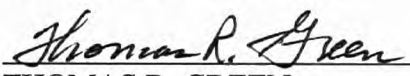
CITY OF LAS VEGAS

4/18/07
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR


BEVERLY K. BRIDGES, ACTING
CITY CLERK

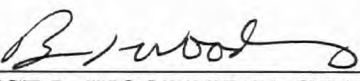
APPROVED AS TO FORM

 4/17/07
THOMAS R. GREEN DATE
DEPUTY CITY ATTORNEY

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA

April 12, 2007
ATTEST:

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **Consent** ☐ **Discussion**

SUBJECT:

RESOLUTIONS:

R-23-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the final assessment roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400.00 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$59,400.00

Funding Source: Capital Projects Fund - Special Assessments

Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:

This resolution disposes of protests and confirms the final assessment roll for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The fiscal amount reflects the maintenance costs from July, 2007 through June, 2008.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-23-2007

Motion made by GARY REESE to Approve Items 15-53

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-23-2007

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2008); OVERRULING COMPLAINTS, PROTESTS AND OBJECTIONS MADE TO THE ASSESSMENTS AT THE HEARING OF SAID ASSESSMENT ROLL; VALIDATING AND CONFIRMING THE ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Protest Resolution

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

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

WHEREAS, in accordance with NRS 271.360 and NRS 271.378, the City Council heretofore determined and does hereby declare that the net cost to the City for the Maintenance Project for FY2008 (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$59,400.00, of which \$0.00 is available from other sources and of which \$59,400.00, is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

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

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

the proposed assessment to be levied thereon; the Engineer has reported the assessment roll to the City Council and the Engineer has filed the assessment roll with the City Clerk; and

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

WHEREAS, the Engineer (with the assistance of the City Engineer Division) has, in accordance with the provisions of the law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Maintenance Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests, or objections on Wednesday, April 4, 2007, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

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

WHEREAS, all complaints, protests and objections, both written and oral, were heard and considered by the City Council on April 4, 2007, and after extensive review and deliberation hereby are found to be without sufficient merit and hereby overruled. However, the City Council has, nevertheless, concluded that it is necessary and equitable that the assessment roll be corrected and revised as follows:

Parcel Number	Ownership	Revised Amount of Final Assessment
None		

and

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

Parcel Number	Ownership	Assessment
None		

and

WHEREAS, the City Council has determined, and does hereby again determine, that all of the assessable property in the City, which is specially benefited by the Maintenance Project, and only property which is so specially benefited, is included on the assessment roll heretofore filed with the City Clerk on March 7, 2007, and

WHEREAS, the City Council has determined, and does hereby determine, that the notice, both mailed and published, for the hearing held on April 4, 2007, on said assessment roll was reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

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

Section 1. This Resolution shall be known as and may be cited by the short title "District No. 1485 (FY2008) Assessment Protest Resolution" (herein the "Resolution").

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

Section 3. The City Council hereby validates and confirms the assessment roll for the District, as made out by the City Council, together with the Engineer, and filed in the records of the office of the City Clerk on March 7, 2007, as hereinabove modified, revised, corrected and made de novo.

Section 4. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2008), including, but not limited to, the maintenance of the street beautification improvements, and the levy of assessments for that purpose, the determination that the tracts in the District will receive special benefits and market value

increases, and the validation and confirmation of the assessment roll and the assessments therein, be and the same hereby are, ratified, approved and confirmed.

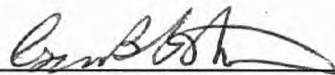
Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

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

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

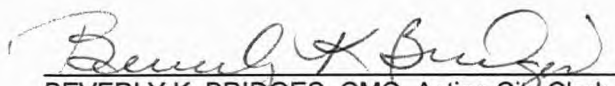
Section 8. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

Passed and approved on April 18, 2007.



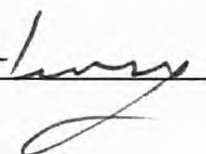
OSCAR B. GOODMAN, Mayor

Attest:



BEVERLY K. BRIDGES, CMC, Acting City Clerk

Approved as to form:

29 MAR 07 W Z 

Date Deputy City Attorney

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

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

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on April 18, 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 Brenda J. Williams
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Those Voting Nay:	None
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Those Absent:	None
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3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as 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

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

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

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

6. A copy of such notice so given of the meeting of the City Council on April 18, 2007, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this April 18, 2007.

(SEAL)


BEVERLY K. BRIDGES, CMC, Acting City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)



CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

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

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

LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6); BRENDA J. WILLIAMS (Ward 5 - Interim)

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 18, 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 - REVEREND CYNDI DeLONG, RELIGIOUS SCIENCE
4. PLEDGE OF ALLEGIANCE
5. OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIALS – MAYOR; COUNCILMAN, WARD 1; AND COUNCILMAN, WARD 3
6. RECOGNITION OF THE EMPLOYEE OF THE MONTH
7. RECOGNITION OF THE SENIOR OF THE QUARTER
8. RECOGNITION OF AMERICAN CITY QUALITY MONTH
9. RECOGNITION OF THE BISHOP GORMAN HIGH SCHOOL GIRLS AAAA STATE BASKETBALL CHAMPIONS

10. RECOGNITION OF CITY GROUPS MEXICO VIVO AND THE RAINBOW COMPANY FOR EARNING GOVERNOR'S ARTS AWARDS
11. RECOGNITION OF THE WINNERS OF THE BEST OF THE WEST LACROSSE TOURNAMENT
12. RECOGNITION OF NATIONAL AND GLOBAL YOUTH SERVICE DAY

BUSINESS ITEMS - MORNING

13. 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
14. Approval of the Final Minutes by reference of the regular City Council meeting of March 21, 2007

CONSENT AGENDA

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

FIELD OPERATIONS - CONSENT

15. Approval of a Lease Agreement between the City of Las Vegas and Lutheran Social Services of Nevada for the lease of land from the City of Las Vegas for two modular spaces located at 741 Veterans Memorial Drive - Ward 5 (Williams)
16. 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 7151 Oso Blanca Road commonly known as Mountain Ridge Park, APN 125-20-501-002 - Ward 6 (Ross)
17. Approval of a Reciprocal Right-of-Way Agreement between the City of Las Vegas and Longford Medical Center LLC, for multi-use trail segments located near Washington Avenue and Buffalo Drive - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

19. Approval of a Special Event Alcoholic Beverage License for Las Vegas Celtic Society, Location: Floyd Lamb State Park, 9200 Tule Springs Road, Dates: April 21 - 22, 2007, Type: Special Event General, Event: Highland Festival, Responsible Person in Charge: Liam O'Dowd - Ward 6 (Ross)
20. Approval of a Special Event Alcoholic Beverage License for Mexican Patriotic Committee, Location: Freedom Park, 850 North Mojave Road, Date: May 6, 2007, Type: Special Event Beer/Wine, Event: Family Picnic, Responsible Person in Charge: Salvador Montenegro - Ward 3 (Reese)
21. Approval of a Special Event Alcoholic Beverage License for St. Anne Catholic School, Location: St. Anne Catholic School, 1813 South Maryland Parkway, Date: April 28, 2007, Type: Special Event General, Event: School Fun Fair, Responsible Person in Charge: Carol D. Rose - Ward 3 (Reese)
22. Approval of a Special Event Alcoholic Beverage License for The Spirit of Cuba, Location: Sammy Davis Jr. Festival Plaza, 720 Twin Lakes Drive, Date: April 28, 2007, Type: Special Event General, Event: City of Las Vegas Sponsored Concert, Responsible Person in Charge: Aleyda Hernandez - Ward 5 (Williams)

23. Approval of a new Temporary Beer/Wine/Cooler On-sale License, Essence of Thai, Inc., dba Essence of Thai Restaurant, 4105 West Sahara Avenue, Wichitra K. Gee, Pres, 100% - Ward 1 (Tarkanian)
24. Approval of Temporary Change of Business Name, Change of Location and Change of Ownership for a Tavern License and Temporary Approval of a new Restricted Gaming License for 15 slots subject to the provisions of the planning and fire codes, Health Dept. regulations, and confirmation of approval by the Nevada Gaming Commission, From: Club King, LLC, dba Celebrity Las Vegas, To: C & NO Ventures, Inc., dba Timbers Bar & Grill, 3370 Novat Street, Timbers Hospitality Group, Inc., 100%, The Donner Investment Trust, Andrew B. Donner, Trustee, 63.56% - Ward 4 (Brown)
25. Approval of a new Temporary Restricted Gaming License for 15 slots subject to the confirmation of approval by the Nevada Gaming Commission, The Lodge at Grand Teton Operator, LLC, dba The Lodge at Grand Teton, 8350 Grand Teton Drive, Stuart Apollo, Mmbr, 100% - Ward 6 (Ross)
26. Approval of a new Restricted Gaming License for 5 slots subject to the confirmation of approval by the Nevada Gaming Commission, Montesano's Italian Deli, Inc., Montesano's Italian Deli & Restaurant, 3441 West Sahara Avenue, Suite B2, Lucille Montesano, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)
27. Approval of a new Temporary Hypnotherapist License subject to the provisions of the planning and fire codes, Osheena E. Tayal, dba Flourish Hypnotherapy Group, 1770 North Buffalo Drive, Suite 103, Osheena E. Tayal, 100% - Ward 1 (Tarkanian)
28. Approval of a New Temporary Locksmith License subject to the provisions of the planning and fire codes, Able Lock & Key, Inc., dba Able Lock & Key, Inc., 1911 East Charleston Boulevard, Eric C. Going, Dir, Pres, Treas, Secy, 100% - Ward 3 (Reese)
29. Approval of a new Temporary Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Lion Martial Arts School, Inc., dba Lion Martial Arts School, Inc., 3233 West Charleston Boulevard, Suite 107, Sherry L. Hanneman, Pres, 100% - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

30. Approval of Agreement No. 070324 for the purchase of four Medtec Ambulances - Department of Fire and Rescue - Award recommended to: MEDTEC AMBULANCE CORPORATION (\$869,412 - Fire Equipment Acquisition Internal Service Fund)
31. Approval of the second Amendment to Engineering Design Services Agreement No. 06-11553 for Additional Design Services in connection with Jones Boulevard, Grand Teton Drive and Farm Road - Department of Public Works - Award recommended to: CARTER BURGESS, INC. (\$562,070 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)
32. Approval of Modification No. 1 to Engineering Design Services Agreement No. 06-07149 for Additional Design Services in connection with Grand Teton Drive Overpass Structure - Department of Public Works - Award recommended to: POGGEMEYER DESIGN GROUP, INC. (\$236,569 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)
33. Approval of award of Bid No. 06.15341.03-LED, Centennial Hills Park, Phase 3 located at Deer Springs Way and Buffalo Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: APCO CONSTRUCTION (\$12,091,896 - Parks and Leisure Activities Capital Projects Fund - Ward 6 (Ross)

NEIGHBORHOOD SERVICES - CONSENT

34. Approval to accept an allocation of \$2,281,275 of FY 2007 - 2008 Federal HOME funds from the Department of Housing and Urban Development (HUD) to the City of Las Vegas - All Wards
35. Approval of an allocation of \$843,000 in HOME/Low Income Housing Trust Funds (LIHTF) from the City of Las Vegas to Silver State Housing for the completion of Sonoma Palms (3050 N. Jones Blvd.), an affordable senior housing project - Ward 5 (Williams)

36. Approval of an allocation of \$1,650,581 in HOME/Low Income Housing Trust Funds (LIHTF) from the City of Las Vegas to HELP Las Vegas Housing Corporation, for construction costs to build HELP Owens 2 (1455 N. Main Street), an affordable multi-family housing project with a preference for veterans - Ward 5 (Williams)
37. Approval of an allocation of \$1,250,000 in HOME/Low Income Housing Trust Funds (LIHTF) from the City of Las Vegas to Nevada H.A.N.D., Inc. for construction costs to build Stewart Pines III (Stewart Ave. and 13th St.), an affordable senior housing project - Ward 5 (Williams)
38. Approval of an allocation of \$650,000 in HOME/Low Income Housing Trust Funds (LIHTF) from the City of Las Vegas to Silver State Housing to assist with land acquisition for the purpose of constructing McKnight Senior Village II (651 McKnight Street), an affordable senior housing project - Ward 3 (Reese)
39. Approval of an allocation of \$2,000,000 in HOME/Low Income Housing Trust Funds (LIHTF) from the City of Las Vegas to Nevada H.A.N.D., Inc. for construction costs to build Silver Sky Deer Springs (Deer Springs and Decatur), an affordable senior housing project - Ward 6 (Ross)
40. Approval to allocate \$70,000 of Community Development Block Grant (CDBG) construction funds to abate slum and blight in conjunction with the Neighborhood Services vacant and abandoned building initiative approved by City Council on April 21, 2004 - All Wards

PLANNING & DEVELOPMENT - CONSENT

41. Approval of a Summerlin West Parks Development Agreement between the Howard Hughes Corporation and the City of Las Vegas for Summerlin Villages 20 and 23A - Ward 2 (Wolfson)

PUBLIC WORKS - CONSENT

42. Approval of an Encroachment Request from Keep Memory Alive on behalf of City Parkway V, Incorporated, owner (northeast corner of Bonneville Avenue and Grand Central Parkway) - Ward 5 (Williams)
43. Approval of an Encroachment Request from Yack Construction on behalf of Rain Vault, LLC, owner (A Street north of Washington Avenue) - Ward 5 (Williams)
44. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Southwest Quarter of Section 32, Township 19 South, Range 60 East, Mount Diablo Meridian, for sewer purposes generally located on the north side of Lone Mountain Road between El Capitan Way and Durango Drive, APNs 125-32-802-020, 125-32-802-030 and 125-32-804-003 - County (near Ward 4 - Brown)
45. Approval of Second Supplemental Interlocal Contract LAS22D06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) for flood control improvements for the Brent Lane and Tule Springs Detention Basins (\$300,000 - CCRFCDD) - Ward 6 (Ross)
46. Approval of Second Supplemental Interlocal Contract 481B between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for the City Parkway, D Street Connector (\$200,000 - RTC) - Ward 5 (Williams)
47. Approval of First Supplemental Interlocal Contract LAS22E06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) for the Las Vegas Wash - Decatur Boulevard (Centennial Parkway to Farm Road) (\$450,000 - CCRFCDD) - Ward 6 (Ross)
48. Approval of an Interlocal Contract between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for Centennial Parkway/Grand Montecito Parkway intersection improvements (\$410,000 - RTC) - Ward 6 (Ross)
49. Approval of Interlocal Agreement 112690 with the Las Vegas Valley Water District for the City of Las Vegas Rampart Trail Phase 1 project located on Vegas Drive, east of Rampart Boulevard, APN 138-29-501-007 (\$11,416 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 2 (Wolfson)

50. Approval of Interlocal Agreement 112689 with the Las Vegas Valley Water District for the City of Las Vegas Cedar Drainage Trail located on Honolulu Street, south of Bonanza Road, APN 140-31-196-003 (\$12,326 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 3 (Reese)
51. Approval of an Interlocal Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for additional design work and construction of the Downtown Connector Bus Rapid Transit Project (\$750,000 General Fund/\$45,000,000 Regional Transportation Commission [RTC]) - Wards 3 and 5 (Reese and Williams)

RESOLUTIONS - CONSENT

52. R-23-2007 - Approval of a Resolution overruling complaints, protests, and objections and confirming the final assessment roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) (\$59,400.00 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)
53. R-24-2007 - Approval of a Resolution amending Schedule 25-II, 35 MPH speed limits, to add the speed limit of 35 MPH on Farm Road from Grand Canyon Drive to Oso Blanca Road - Ward 6 (Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

54. Report from the City Manager on Emerging Issues
55. Discussion and possible action concerning the status of 2007 legislative issues - All Wards
56. Discussion and possible action regarding an Exclusive Negotiation Agreement and a Letter of Understanding by and among City Parkway V, Inc., LiveWork, LLC, and Zoe Property, LLC, for evaluating the feasibility of the disposition and development of real property in downtown Las Vegas located near Main Street and Lewis Avenue and near the Southeast corner of City Parkway and Grand Central Parkway (APNs 139-34-210-022, -021, -020, -019, -023, -008, -007, -009, -010, -011, -012, -013, and a portion of APN 139-34-110-004) - Wards 3 and 5 (Reese and Williams)

BUSINESS DEVELOPMENT - DISCUSSION

57. Discussion and possible action regarding an Exclusive Negotiation Agreement between the City of Las Vegas and Laurich Properties, Inc., for the development of a commercial retail center containing no less than 100,000 square feet of total gross leasing area, with a full-service grocery store at least 40,000 square feet in size, located at the southwest corner of Martin L King Boulevard and Lake Mead Boulevard (APNs 139-21-313-005 and 009) - Ward 5 (Williams)
58. Discussion and possible action regarding a Real Property Purchase and Sale Agreement between City Parkway V, Inc., and the McKellar Development Group, Inc., for 2.40 acres of land at the Las Vegas Technology Center located between Tenaya Way and U.S. 95 north of Cascade Valley Court for the purpose of constructing a 127 room hotel and designating that those funds be deposited into the Industrial Revenue Fund (\$2,507,989 Gain - City Parkway V, Inc.) - Ward 1 (Tarkanian) [Note: This item will be trailed to be heard after the related Item 75 (R-26-2007)]
59. Discussion and possible action regarding an Amended and Restated Exclusive Negotiation Agreement (Amended ENA) with Frank Wright Plaza, LLC, (FWP) to negotiate a Disposition and Development Agreement (DDA) for parcels located at 4th Street and Stewart Avenue totaling approximately 5.49 acres (Site) (APNs 139-34-501-004, 007 and 008) - Ward 5 (Williams)
60. Discussion and possible action regarding the Real Property Purchase and Sale Agreement with Las Vegas Police Protective Association Metro, Inc. for real property generally located adjacent to the northwest corner of Seventh Street and Stewart Avenue and identified with parcel number (APN 139-34-501-011) (\$1,524,003.18 - City Facilities Capital Projects Fund) - Ward 5 (Williams)

CITY ATTORNEY - DISCUSSION

61. TIME CERTAIN 4:00 P.M. - ABEYANCE ITEM - 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

62. ABEYANCE ITEM - Discussion and possible action regarding an Appeal of Denial for a Family Home Child Care Facility License, Lia Hernandez, dba Lia Hernandez, 9108 Teal Lake Court, Lia Hernandez, 100% - Ward 4 (Brown)
63. ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Pawnbroker License subject to the provisions of the planning and fire codes, Candice Limon, dba MNM Pawn, 3227 Meade Avenue, Suite 3B, Candice E. Limon, 100% - Ward 1 (Tarkanian)
64. ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Class II Secondhand Dealer License, Auto Pawn and Pistol Permit subject to the provisions of the planning and fire codes, Candice Limon, dba MNM Pawn, 3227 Meade Avenue, Suite 3B, Candice E. Limon, 100% - Ward 1 (Tarkanian)
65. Discussion and possible action regarding a Six-Month Review of Temporary Approval for Supper Club License, Ajuua, Inc., dba Ajuua! Mexican Restaurant & Cantina, 2100 Fremont Street, Daniel R. Cardena, Dir, Pres, VP, Secy, Treas, 100% - Ward 3 (Reese)
66. Discussion and possible action regarding a Three Month Review of a Tavern License, Nevada Receivership, LLC, dba Crazy Horse Too, 2476 Industrial Road, Michael J. Signorelli, Managing Mmbr, 100% - Ward 3 (Reese)
67. Discussion and possible action regarding a Six Month Review of Temporary Approval of a Beer/Wine/Cooler On-Sale License, Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 1910 Village Center Circle, Suite 9, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 2 (Wolfson)
68. Discussion and possible action regarding a Six Month Review of Temporary Approval of a Beer/Wine/Cooler On-Sale License, Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 7290 West Lake Mead Boulevard, Suite 3, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 1 (Tarkanian)
69. Discussion and possible action regarding a Six Month Review of Temporary Approval of a Beer/Wine/Cooler On-Sale License, Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 9310 West Sahara Avenue, Suite 1, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 2 (Wolfson)
70. Discussion and possible action on a Review of Conditions of a Tavern License and a Gaming License for Scotch 80's Limited, dba Squiggy's, 530 South Martin Luther King Boulevard, Danny R. Piper, Dir, Pres, Treas, 50% and Joseph D. Bunch, Dir, Secy, 50% - Ward 5 (Williams)
71. Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes, Russell Emde, dba Tranquil Gardens Massage, 3900 North Rancho Drive, Suite 107, Russell J. Emde, Owner, 100% - Ward 6 (Ross)
72. Discussion and possible action regarding Temporary Approval of a new Psychic Art and Science License subject to the provisions of the planning and fire codes, Nancy Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Nancy Evans, 50% - Ward 3 (Reese)

PUBLIC WORKS - DISCUSSION

73. Discussion and possible action regarding a list of projects for nomination for funding from the special account established through the sale of Bureau of Land Management (BLM) lands in accordance with the Southern Nevada Public Lands Management Act (SNPLMA) - Wards 1, 2, 3, 4 and 6 (Tarkanian, Wolfson, Reese, Brown and Ross)

RESOLUTIONS - DISCUSSION

74. R-25-2007 - Public hearing and possible action regarding a Resolution authorizing the issuance and sale of Economic Development Revenue Bonds not to exceed \$75,000,000 to finance the acquisition, construction, and equipment of a project for Keep Memory Alive (KMA) to build the Lou Ruvo Brain Institute in Union Park - Ward 5 (Williams)
75. R-26-2007 - Discussion and possible action regarding a Resolution consenting to the sale by City Parkway V of 2.40 acres of land generally located between Tenaya Way and U.S. 95 north of Cascade Valley Court (a portion of APN 138-15-612-003) at fair market value which conforms to the requirements of AB312 and is in the best interest of the Public - Ward 1 (Tarkanian) [Note: Related Item 58 will be trailed to be heard following this Item]
76. R-27-2007 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency and Exber, Inc., d/b/a El Cortez Hotel & Casino, located at 112 & 116 North Las Vegas Boulevard (APN 139-34-611-002 & 003), to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 5 (Williams) [NOTE: This item is related to Redevelopment Agency Item 3 (RA-4-2007) and to Redevelopment Agency Item 4]
77. R-28-2007 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency and Exber, Inc., d/b/a El Cortez Hotel & Casino, 600 Fremont Street (APN 139-34-612-004), to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 5 (Williams) [NOTE: This item is related to Redevelopment Agency Item 5 (RA-5-2007) and to Redevelopment Agency Item 6]
78. R-29-2007 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency and Four Queens, Inc., 222 East Carson Street (APN 139-34-210-046), to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 3 (Reese) [NOTE: This item is related to Redevelopment Agency Item 7 (RA-6-2007) and to Redevelopment Agency Item 8]

BOARDS & COMMISSIONS - DISCUSSION

79. Discussion and possible action on the appointment and reappointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2008

RECOMMENDING COMMITTEE REPORT - DISCUSSION

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.

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

NEW BILLS - DISCUSSION

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

81. Bill No. 2007-15 - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008) Sponsored by: Step Requirement

82. Bill No. 2007-16 – Annexation No. ANX-10156 – Property location: Within the area bounded by Clark County Highway 215 on the east, Washburn Road on the south, Puli Road on the west, and Centennial Parkway on the north; Petitioned by Southwest Desert Equities, LLC, et al.; Acreage: Approximately 245 acres; Zoned: R-U (County zoning), U (PF-CC), U (PCD) and U (ROW) (City equivalents). Sponsored by: Councilman Steven D. Ross
83. Bill No. 2007-17 – Amends the Town Center Development Standards Manual to allow consignment sales in the GC-TC and SC-TC Zoning Districts, by means of special use permit, as a limited type of secondhand dealer. Sponsored by: Councilman Steven D. Ross
84. Bill No. 2007-18 – Requires in certain buildings a minimum level of support for radio coverage for emergency service personnel. Sponsored by: Councilman Steven D. Ross
85. Bill No. 2007-19 - Authorizes the issuance of a local improvement district bond, Series 2007, for an amount not to exceed \$1,724,000 for Special Improvement District No.1506 – Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street). Proposed by: Mark R. Vincent, Director of Finance and Business Services
86. Bill No. 2007-20 – Annexation No. ANX-19561 – Property location: On the south side of Deer Springs Way, approximately 330 feet west of Grand Canyon Drive; Petitioned by: Dark, LLC; Acreage: 5.1 acres; Zoned: R-E (County zoning), U (RNP) (City equivalent). Sponsored by: Councilman Steven D. Ross

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

87. 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

88. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance and assess civil penalties located at 513 Upland Boulevard. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O MARY ALICE WHITNEY (\$5,004.75 - General Fund) - Ward 1 (Tarkanian)
89. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of nuisance located at 3205 GOLETA DRIVE. PROPERTY OWNER: JAN MYERS (\$9,857.50 - General Fund) - Ward 6 (Ross)
90. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 604 Stanford Street. PROPERTY OWNER: JAMES A. LITTLEFIELD C/O P. CARLSON (\$2,711.25 - General Fund) - Ward 1 (Tarkanian)
91. Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 1836 Lewis Avenue. PROPERTY OWNER: BANK US NATIONAL ASSN TRS C/O ASC 106 (\$12,147.85 - General Fund) - Ward 3 (Reese)

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - CONSENT

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

92. EOT-20206 - APPLICANT/OWNERS: ASIAN DEVELOPMENT, LLC. - Request for an Extension of Time of an approved Variance (VAR-1916) TO ALLOW NO STEPBACKS WHERE STEPBACKS ARE REQUIRED AFTER THE FOURTH STORY IN THE TOWN CENTER DEVELOPMENT STANDARDS on 3.08 acres adjacent to the north side of Deer Springs Way, approximately 330 feet west of Durango Drive (APN 125-20-201-015, 017 and 018), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
93. EOT-20199 - APPLICANT/OWNERS: ASIAN DEVELOPMENT, LLC. - Request for an Extension of Time of an approved Special Use Permit (SUP-1915) FOR A FIFTEEN STORY OFFICE BUILDING WHERE TOWN CENTER DEVELOPMENT STANDARDS ALLOW A MAXIMUM OF TWELVE STORIES IN THE UC-TC (Urban Center Mixed-Use - Town Center) DISTRICT on 3.08 acres adjacent to the north side of Deer Springs Way, approximately 330 feet west of Durango Drive (APN 125-20-201-015, 017 and 018), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
94. EOT-20203 - APPLICANT/OWNERS: ASIAN DEVELOPMENT, LLC. - Request for an Extension of Time of an approved Site Development Plan Review (SDR-1914) FOR A FIFTEEN STORY OFFICE/RETAIL BUILDING WITH PARKING GARAGE on 3.08 acres adjacent to the north side of Deer Springs Way, approximately 330 feet west of Durango Drive (APN 125-20-201-015, 017 and 018), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

95. ZON-19691 - PUBLIC HEARING - APPLICANT/OWNER: JAMES L. POLLINS - Request for a Rezoning FROM: C-2 (GENERAL COMMERCIAL) TO: R-4 (HIGH DENSITY RESIDENTIAL) on 0.16 acres at 204 West Monroe Avenue (APN 139-27-111-068), Ward 5 (Williams). The Planning Commission (7-0 vote) and staff recommend APPROVAL
96. MSP-19558 - PUBLIC HEARING - APPLICANT: LAS VEGAS ATHLETIC CLUB - OWNER: JERMAC - Request to amend a previously approved Master Sign Plan (MSP-8319) TO ALLOW CHANNEL LETTERING WHERE VINYL LETTERING WAS PREVIOUSLY APPROVED; TO INCREASE THE ALLOWABLE SQUARE FOOTAGE PER TENANT SIGN FROM THE APPROVED 3 FEET X 12 FEET TO 3.5 FEET X 25 FEET, AND TO ADD AN ADDITIONAL TENANT SIGN TO THE EAST ELEVATION, BRINGING THE TOTAL TENANT SIGNS ON THAT SIDE TO FIVE WHERE THE APPROVAL SPECIFIED ONLY FOUR on 13.2 acres at 1725 North Rainbow Boulevard (APN 138-22-803-001), C-1 (Limited Commercial) Zone, Ward 5 (Williams). The Planning Commission (5-2 vote) and staff recommend APPROVAL
97. SUP-19568 - PUBLIC HEARING - APPLICANT: MOMOTARO SUSHI & SHABU SHABU BAR - OWNER: NP/I&G MONTECITO MARKETPLACE PHASE I, LLC - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER ON-SALE ESTABLISHMENT AND A WAIVER FROM THE 400-FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING PARK at 7160 North Durango Drive, Suite #140 (APN 125-20-510-021), TC (Town Center) Zone [MT-TC (Montecito - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

98. VAC-19526 - PUBLIC HEARING - APPLICANT/OWNER: THE ROMAN CATHOLIC BISHOP OF LAS VEGAS - Petition to vacate a 10-foot wide public right-of-way running between Maryland Parkway and Eleventh Street approximately 70 feet south of Oakey Boulevard, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
99. VAC-19586 - PUBLIC HEARING - APPLICANT/OWNER: VALLEY HEALTH SYSTEM, LLC - Petition to Vacate the Rose Street alignment and adjacent pedestrian easements south of Pinto Lane, Ward 5 (Williams). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 100.SDR-19629 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR THE PROPOSED EXPANSION OF AN EXISTING PUBLIC PARK on 7.31 acres at the southeast corner of Bradley Road and Grand Teton Drive (a portion of APN 125-13-501-009), C-V (Civic) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 101.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 (Williams). The Planning Commission (3-3 tie vote on a motion for approval) NO RECOMMENDATION. Staff recommends APPROVAL
- 102.VAR-18625 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: LE FERIA, LLC - Request for a Variance TO ALLOW 39 PARKING SPACES WHERE 95 PARKING SPACES ARE THE MINIMUM REQUIRED on 2.33 acres at 3851 Pennwood Avenue (APNs 162-07-702-002 and 003), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend DENIAL
- 103.SDR-19214 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: Le FERIA, LLC - Request for a Site Development Plan Review FOR AN EXISTING OFFICE, RETAIL AND MINI-STORAGE FACILITY DEVELOPMENT AND A WAIVER TO ALLOW A LANDSCAPE BUFFER WIDTH OF ZERO FEET WHERE 15 FEET IS THE MINIMUM REQUIRED ALONG THE RIGHT-OF-WAY on 2.33 acres at 3851 Pennwood Avenue (APNs 162-07-702-002 and 003), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend DENIAL
- 104.VAR-19098 - 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
- 105.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
- 106.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
- 107.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

- 108.ARC-20049 - ABEYANCE ITEM - 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
- 109.VAR-19282 - ABEYANCE ITEM - 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
- 110.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
- 111.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
- 112.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
- 113.SUP-13490 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: FIRST PRESBYTERIAN CHURCH OF LV NV - Appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1619 West Charleston Boulevard (APN 162-04-510-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 114.SUP-18314 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC - OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL - Request for a Special Use Permit FOR A PROPOSED 80-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN on 1.75 acres adjacent to the south side of Alexander Road, approximately 650 feet east of Cimarron Road (APN 138-09-501-003), C-V (Civic) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 115.SUP-18655 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA INC. - OWNER: BERKE ENTERPRISES, LTD., L.P. - Request for a Special Use Permit FOR A PROPOSED WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN at 1501 East Charleston Boulevard (APN 139-35-402-001), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 116.SUP-19296 - ABEYANCE ITEM - 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 (Williams). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

- 117.SDR-15747 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: TWIN LAKES BAPTIST CHURCH - Request for a Site Development Plan Review FOR A PROPOSED 31,126 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 8.55 acres at the northwest corner of Rainbow Boulevard and Westcliff Drive (a portion of APN 138-27-802-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 118.ZON-19616 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: A & A, INC. - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.33 acres at 401-403 South Sixth Street (APNs 139-34-710-007 and 008), Ward 3 (Reese). The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 119.VAR-20139 - PUBLIC HEARING - APPLICANT/OWNER: A & A, INC. - Request for a Variance TO ALLOW 11 PARKING SPACES WHERE 72 PARKING SPACES ARE THE MINIMUM REQUIRED on 0.33 acres at 401-403 South Sixth Street (APNs 139-34-710-007 and 008), R-4 (High Density Residential) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 120.SDR-19614 - PUBLIC HEARING - APPLICANT/OWNER: A & A, INC. - Request for a Major Amendment to an approved Site Development Plan Review (V-0016-83) FOR THE ADDITION OF 342 SQUARE FEET TO AN EXISTING RESTAURANT on 0.33 acres at 401-403 South Sixth Street (APNs 139-34-710-007 and 008), R-4 (High Density Residential) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 121.ZON-19680 - PUBLIC HEARING - APPLICANT/OWNER: LAS VEGAS RESCUE MISSION - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: M (INDUSTRIAL) on 0.15 acres on the southeast corner of "F" Street and Wilson Avenue (APN 139-27-301-002), Ward 5 (Williams). The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 122.SUP-19681 - PUBLIC HEARING - APPLICANT/OWNER: LAS VEGAS RESCUE MISSION - Request for a Special Use Permit FOR A RESCUE MISSION on the northeast corner of "F" Street and Bonanza Road (APN 139-27-301-002), R-4 (High Density Residential), C-2 (General Commercial) and M (Industrial) Zones [PROPOSED: C-2 (General Commercial) and M (Industrial) Zones], Ward 5 (Williams). The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 123.SDR-19679 - PUBLIC HEARING - APPLICANT/OWNER: LAS VEGAS RESCUE MISSION - Request for a Site Development Plan Review FOR A PROPOSED 10,771 SQUARE FOOT RESCUE MISSION AND WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARD TO ALLOW NO LANDSCAPING ALONG PORTIONS OF THE NORTH AND SOUTH PROPERTY LINES WHERE 15-FOOT WIDE LANDSCAPE BUFFERS ARE REQUIRED AND TO ALLOW NO LANDSCAPING ALONG THE EAST PROPERTY LINE WHERE AN EIGHT FOOT LANDSCAPE BUFFER IS REQUIRED on 1.82 acres on the northeast corner of "F" Street and Bonanza Road (APN 139-27-301-002), R-4 (High Density Residential), C-2 (General Commercial) and M (Industrial) Zones [PROPOSED: C-2 (General Commercial) and M (Industrial) Zones], Ward 5 (Williams). The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 124.SUP-19645 - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: ALECO ENTERPRISES, INC. - Request For A Special Use Permit FOR AN AUTO TITLE LOAN ESTABLISHMENT AND FINANCIAL INSTITUTION - SPECIFIED WITH A WAIVER TO ALLOW A DISTANCE SEPARATION OF 60 FEET FROM A RESIDENTIAL ZONED PROPERTY WHERE 200 FEET IS REQUIRED AND A WAIVER TO ALLOW A DISTANCE SEPARATION OF 100 FEET FROM AN EXISTING FINANCIAL INSTITUTION WHERE 1,000 FEET IS REQUIRED at 631 North Nellis Boulevard (APN 140-29-802-009), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 125.SDR-19648 - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: ALECO ENTERPRISES, INC. - Request for a Major Amendment to an approved Site Development Plan Review (Z-62-72) for a 1,500 SQUARE FOOT ADDITION WITH DRIVE-THRU TO AN EXISTING 2,009 SQUARE FOOT COMMERCIAL BUILDING WITHIN AN EXISTING SHOPPING CENTER on 4.56 acres at 631 North Nellis Boulevard (APN 140-29-802-009), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

- 126.SUP-19671 - PUBLIC HEARING - APPLICANT: ADVANCE GROUP, INC. DBA RAPID CASH - OWNER: NELLIS OWENS 48, LLC - Request For A Special Use Permit FOR AN AUTO TITLE LOAN ESTABLISHMENT AND A WAIVER TO ALLOW A DISTANCE SEPARATION OF 130 FEET FROM A RESIDENTIAL USE WHERE A MINIMUM OF 200 FEET IS REQUIRED at 5067 East Owens Avenue (APN 140-29-510-021), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 127.SDR-19352 - PUBLIC HEARING – APPLICANT/OWNER: GREYMOUTH, LLC - Request for a Site Development Plan Review FOR A PROPOSED 48-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 2.25 acres at 2380 Searles Avenue (APN 139-26-508-016), C-2 (General Commercial) Zone under Resolution of Intent to R-3 (Medium Density Residential) Zone, Ward 3 (Reese). NOTE: THIS APPLICATION HAS BEEN AMENDED FROM 48-UNITS TO 50-UNITS. The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 128.VAC-13850 - PUBLIC HEARING - APPLICANT/OWNER: WILLIAM LYON HOMES - Petition to Vacate public rights-of-way generally located west of the intersection of Horse Drive and Coke Street, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 129.TMP-18239 - PUBLIC HEARING - SMOKE RANCH/DECATUR II - APPLICANT: RICHMOND AMERICAN HOME - OWNER: SCHNIPPEL FAMILY TRUST - Request for a Tentative Map FOR A 65-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 6.19 acres adjacent to the southeast corner of Decatur Boulevard and Smoke Ranch Road (APN 139-19-101-002), R-1 (Single Family Residential) Zone under Resolution of Intent to R-PD8 (Residential Planned Development - 8 Units Per Acre) Zone [PROPOSED: R-PD12 (Residential Planned Development -12 Units Per Acre) Zone], Ward 5 (Williams). The Planning Commission (4-3 vote) recommends DENIAL. Staff recommends APPROVAL
- 130.DIR-20734 - APPLICANT: JOCELYN NIXON - OWNER: ALTA DECATUR, LLC - Appeal of the Planning and Development Department interpretation of Title 19.16 regarding the discontinuation of a nonconforming tavern use located at 465 South Decatur Boulevard, Ward 5 (Williams). Staff recommends DENIAL

SET DATE

- 131.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

- 132.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 18, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

RESOLUTIONS:

R-24-2007 - Approval of a Resolution amending Schedule 25-II, 35 MPH speed limits, to add the speed limit of 35 MPH on Farm Road from Grand Canyon Drive to Oso Blanca Road - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The Traffic Engineering Division is recommending the speed limit change from 25 MPH to 35 MPH on Farm Road from Grand Canyon Drive to Oso Blanca Road. The speed limit has been posted at the 25 MPH prima facie speed limit. It has an 80-foot right-of-way. Studies conducted on this roadway showed that the 85th percentile speed was 53 MPH. Staff feels that the 35 MPH speed limit is appropriate since a portion of this roadway is not fully improved.

RECOMMENDATION:

Traffic and Parking Commission: Approval

Staff: Approval

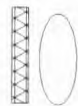
BACKUP DOCUMENTATION:

1. Map
2. Resolution No. R-24-2007

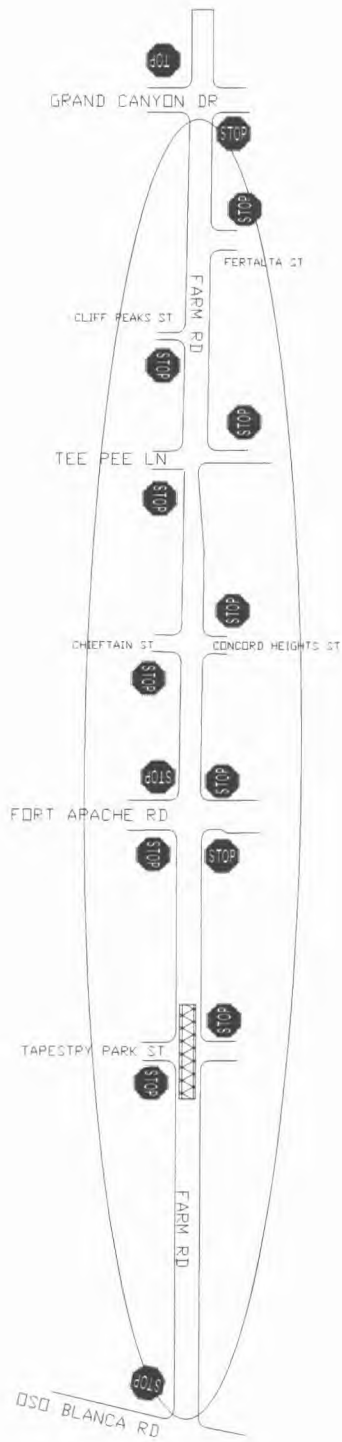
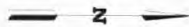
Motion made by GARY REESE to Approve Items 15-53

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)



PROPOSED SPEED LIMIT CHANGE
25 MPH SCHOOL CROSSING



RESOLUTION NO. R-24-2007

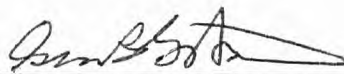
WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the Schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said Schedule;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following Schedule pertaining to TITLE 11 of the City Code be amended as follows:

Schedule 25-II be amended to **add** the following 35 MPH Speed Limit Zone:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Farm Road	Grand Canyon Drive	Oso Blanca Road



OSCAR GOODMAN, Mayor

ATTEST:



BEVERLY K. BRIDGES, Acting City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: CITY MANAGER

DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:

ADMINISTRATIVE:

Report from the City Manager on Emerging Issues

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The City Manager (CM) Report will be a vehicle for the City Manager to update the Council on emerging issues that may have an impact on the City of Las Vegas. The CM Report will be a recurring item for every Council meeting. If there are no items for the particular meeting, the City Manager will recommend that the item be stricken.

RECOMMENDATION:

Report only, no action required

BACKUP DOCUMENTATION:

None

Minutes:

CITY MANAGER SELBY had nothing to report.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: CITY MANAGER'S OFFICE

DIRECTOR: ELIZABETH FRETWELL,
DEPUTY CITY MANAGER

☐ 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 – 4/18/2007 Legislative Report by staff and email from Judge Cedric Kerns by Mayor Goodman

Motion made by GARY REESE to Approve to Accept the report

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, used a Legislative Report, a copy of which he submitted and is made a part of the minutes, to give the Council an update of the status of the various Senate and Assembly Bills. He noted that Friday, April 13, 2007, was the deadline for all bills to make it out of the Committee of the First House. Any bill that did not make it out is essentially dead, but that does not mean it could not be resuscitated. Bills that are of interest to the City that made it out of Committee April 13, 2007, are as follows: SB 198 (encompasses language originally contained in AB 512), SB 90, SB 234, SB 13 and AB 514, AB 138, AB 462.

Regarding AB 514, MR. KNIGHT commented that many of the City-requested provisions remained in the bill; however, some were changed and a new provision was added. The only

CITY COUNCIL MEETING OF: APRIL 18, 2007

change relative to the salary commission is that the members would be appointed by the Speaker of the House and the Senate Majority Leader. The functional authority provision was omitted. The provision regarding the ability to make the Recommending Committee enabling remained, with a requirement that the Recommending Committee must meet once each quarter.

The only issue of concern remaining in AB 514, and on which staff is requesting direction from the Council, is the highly discussed provision to allow the selection of a chief judge on an annual basis. By election, this provision was left out of the final draft to be considered by the Committee. There was a proposal agreed to by all City of Las Vegas Municipal Court Judges that allowed for rotation of the judges on a two-year basis. That amendment was rejected by ASSEMBLYWOMAN KIRKPATRICK, who sponsored the bill. MAYOR GOODMAN directed MR. KNIGHT to pursue the two-year rotation, as there is unanimity amongst the judges on that provision. COUNCILMAN REESE concurred. MAYOR GOODMAN then submitted a letter, a copy of which is made a part of the minutes, from JUDGE CEDRIC KERNS expressing support of the two-year rotation.

At the request of COUNCILMAN ROSS, MR. KNIGHT elaborated that SB 234 does not include the elimination of prevailing wages for projects in the Redevelopment area.

MR. KNIGHT continued with some other bills that have passed out of Committee but are being closely monitored by staff due to concerns. SB 123 - an amendment expanded the two-day requirement to five days, but City Attorney staff still has concerns with the definition of a public record. SB 450 - staff has concerns with the control of the City's right-of-way being given to a regional commission headed by State Department of Transportation. AB 138 - the amendment is not believed to be detrimental to the City, but staff has yet to peruse it. AB 462 - the bill was intended to correct AB 312, which required a bid process for disposal of municipal property. AB 462 was amended to allow a public hearing in lieu of a second appraisal, but it still requires a bidding process; staff will continue to work on it. AB 605 - the initial prohibition of campaign activity in government buildings by elected officials has been taken out. The bill was rewritten to allow individuals running for office to set up a legal defense fund. AB 79 - new bill that would accomplish the goals of original AB 605, to prohibit the use of government property by elected officials for campaign purposes.

MR. KNIGHT remarked that Page 3 of the Legislative Report includes the bills that have not made it out of Committee. It includes AB 438 (regarding billboards), which was not heard due to the efforts of the Council. SB 13 and SB 153 - staff strongly believes the language of these bills will be included in other bills. Staff will monitor.

COUNCILMAN REESE asked MR. KNIGHT to closely monitor AB 438, as he has heard that the language of AB 438 might be included in another bill. MR. KNIGHT assured the Council that staff is monitoring all bills that could possibly include similar language. He will be meeting with the industry. MAYOR GOODMAN said that he promised MR. ATKINSON that the City would work in good faith with the industry.

CITY COUNCIL MEETING OF: APRIL 18, 2007

Regarding SB 153, MAYOR GOODMAN indicated that he gave CITY MANAGER SELBY a very clear idea of the Council's position on it. He also intends to contact MAYOR MONTANDON. COUNCILMAN ROSS asked MR. KNIGHT to inform SENATOR LEE of the City's position.



City of Las Vegas - Legislative Report
Council Meeting of April 18, 2007

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 Apr 9 - Amend and do pass as amended.	Authorizes various governmental entities to enter into lease-purchase agreements. (BDR 31-231)
Notes:			
SB 90	Senator Nolan	<u>Transportation and Homeland Security</u> : DECLARED EXEMPT. Heard Mar 1 - Amend and do pass as amended. Read second time Apr 12 - Amended. Rereferred to Finance Apr 12. First reprint to committee Apr 13.	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 Apr 9 - Amend and do pass as amended.	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. Read third time Apr 11 - Amended. Read third time as amended - Apr 12 - Passed as amended. Moved to Assembly Apr 13 - Referred to Assembly Government Affairs.	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> : Heard Apr 13 - Amend and do pass as amended.	Makes various changes to the Charter of the City of Las Vegas. (BDR S-1381)
Notes:			

Submitted after final agenda
at City Council
Date 4/18/07 Item #55

City of Las Vegas - Legislative Report
Council Meeting of April 18, 2007

Bill No.	Sponsor	Status	Description
SENATE BILLS			
SB 123	Senator Care	<u>Government Affairs</u> : Notice of Eligibility for Exemption filed Apr 9. Heard Apr 13 - Amend and do pass as amended.	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> : Heard Apr 5 - Amend and do pass as amended.	Makes various changes to provisions relating to the regulation of oversized and overweight vehicles. (BDR 43-1140)
Notes:			
ASSEMBLY BILLS			
AB 138	Assembly Government Affairs	<u>Government Affairs</u> : Heard Apr 11 - Amend and do pass as amended.	Expands purposes for which certain impact fees may be used. (BDR 22-477)
Notes:			
AB 288	Assemblywoman Kirkpatrick	<u>Ways and Means</u> : DECLARED EXEMPT. Scheduled for hearing Apr 17 at 9:00 am.	Makes an appropriation to the Division of State Lands of the State Department of Conservation and Natural Resources for the preservation of historical buildings at Floyd Lamb State Park. (BDR S 535)
Notes:			
AB 462	Assemblywoman Kirkpatrick	<u>Government Affairs</u> : Heard Apr 12 - Amend and do pass as amended.	Revises provisions relating to the sale or lease of real property by government entities. (BDR 26-901)
Notes:			
AB 605	Assembly Committee on Elections, Procedures, Ethics, and Constitutional Amendments	<u>Elections, Procedures, Ethics, and Constitutional Amendments</u> : Heard Apr 5 - Amend and do pass as amended.	Makes various changes concerning ethics in government. (BDR 23-168)
Notes:			

City of Las Vegas - Legislative Report
Council Meeting of April 18, 2007

Bill No.	Sponsor	Status	Description
FAILED BILLS			
AB 473	Assemblyman Segerblom	<u>Government Affairs</u> : Bill failed to make it out of committee.	Makes various changes relating to the preservation of existing neighborhoods. (BDR 22-368)
Notes:			
AB 581	Assembly Committee on Transportation	<u>Transportation</u> : Bill failed to make it out of committee.	Provides for the creation of a regional airport authority in certain counties. (BDR 44-228)
Notes:			
AB 438	Assemblyman Atkinson	<u>Government Affairs</u> : Bill failed to make it out of committee.	Revises provisions relating to outdoor advertising structures. (BDR 22-906)
Notes:			
SB 13	Senator Care	<u>Government Affairs</u> : Bill failed to make it out of committee.	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 153	Senate Committee on Taxation	<u>Taxation</u> : Heard Apr 12 - Amendment proposed but failed. Bill failed to make it out of committee.	Revises provisions governing distribution of tax revenues to library districts. (BDR 32-360)
Notes:			

Elena Owens

From: Cedric Kerns
Sent: Tuesday, April 17, 2007 3:40 PM
To: Oscar B. Goodman; Gary Reese; Larry Brown - Councilman; Steve Wolfson; Steven Ross; Lois Tarkanian; Brenda Williams
Cc: Doug Selby; Betsy Fretwell; James Carmany; Toy Gregory

Dear Mayor and Council:

I understand that Judges Gregory and Brown may have already contacted some or all of you. I am also wishing to express my support for the proposal as presented by the mayor, dealing with the selecting of chief judge for the Las Vegas Municipal Court.

All of the Judges had come to an agreement to pick our chief judge by election, for two year terms. In the event of a tie, the chief judge would be picked by a flip of a coin. This agreement has been reduced to writing which I believe is in the possession of Betsy Fretwell.

Despite our agreement, the Assembly Government Affairs Committee passed AB 514 (the City's Charter amendment bill) with an amendment to rotate the municipal court chief judge every year. As a judge in Las Vegas Municipal Court of 10 years, it is my opinion that it would be a big mistake to have this bill come out as such. I will not go into detail, but I do not believe it would be appropriate to randomly choose who would serve to be the "voice" of the Municipal Court.

The Las Vegas Municipal Court has been a leader in the justice system with regard to innovation. The court was one of the first to have it's own counseling programs, it holds annual education seminars for domestic violence and DUI's, as well as has acquired grants to pay for Marshals assigned specifically for domestic violence cases. The court has established Pre-Sentence Investigation reports for sentencing on certain Domestic Violence cases, which makes us one of the few courts in the nation that has such a service on Misdemeanor cases.

This court has also established the H.O.P.E program; a program that focuses on Habitual Offenders. Recent numbers show that of all the graduates from H.O.P.E. only one has been rearrested in the city. Prior to Joining the H.O.P.E. Court the graduated defendants had been sentenced to a total of 7865 days in jail in the city of Las Vegas during their criminal career.

Due to such innovation, Las Vegas Municipal Court has been able to operate without adding a new judge in the last ten years. It is imperative that we have a chief who understands how the court functions and is willing to continue to move forward.

I am therefore asking that you please ask your legislative team to recommend a change in the language to reflect what the judges agreed. That is to have the chief judge elected for 2 year terms, with a tie being decided by a flip of a coin.

Thank you for your consideration. If you wish to discuss, please don't hesitate to contact me.

Judge Cedric Kerns

249-1304 cell
229-6061 office

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

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

ADMINISTRATIVE:

Discussion and possible action regarding an Exclusive Negotiation Agreement and a Letter of Understanding by and among City Parkway V, Inc., LiveWork, LLC, and Zoe Property, LLC, for evaluating the feasibility of the disposition and development of real property in downtown Las Vegas located near Main Street and Lewis Avenue and near the Southeast corner of City Parkway and Grand Central Parkway (APNs 139-34-210-022, -021, -020, -019, -023, -008, -007, -009, -010, -011, -012, -013, and a portion of APN 139-34-110-004) - Wards 3 and 5 (Reese and Williams)

Fiscal Impact☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:**Funding Source:****Dept./Division:****PURPOSE/BACKGROUND:**

LiveWork, LLC and Zoe Property, LLC ("Developer") own real property which is located near Main Street and Lewis Avenue, and which comprises approximately five city blocks. City Parkway V, Inc. ("CPV") owns property designated as "Parcel P and Parcel Q" in Union Park, located near the Southeast corner of City Parkway and Grand Central Parkway. The Developer and CPV desire to have exclusive negotiations for a 120-day period to discuss the disposition and development of each other's property. CPV is interested in developing a portion of the Developer's property for a new City Hall office complex. Developer is interested in developing CPV's property for a casino hotel project. The Exclusive Negotiation Agreement enables each party to study the feasibility of developing the other party's property.

RECOMMENDATION:

Authorize the President of City Parkway V, Inc. to execute the Exclusive Negotiation Agreement, and authorize the City Manager to execute the Letter of Understanding.

BACKUP DOCUMENTATION:

1. Exclusive Negotiation Agreement
2. Letter of Understanding
3. Site Map
4. Submitted after meeting – PowerPoint presentations by staff and David Mitchell

CITY COUNCIL MEETING OF: APRIL 18, 2007

Motion made by GARY REESE to Approve a 60-day extension 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:

SCOTT ADAMS, Director of the Office of Business Development, summarized the information under the Subject and Purpose/Background sections, and then quickly gave a detailed PowerPoint presentation, a copy of which is made a part of the minutes, to describe the components of this undertaking.

DAVID MITCHELL, General Partner of LiveWork Las Vegas, shared the preliminary vision of the intended five-block civic center by giving a PowerPoint presentation. It is anticipated that the civic center will be bordered by Garces, Lewis, Main, Casino Center and First Streets, with a new City Hall being the anchor. The project includes a transit terminal component, and discussions have been held with the Regional Transportation Commission about establishing a central terminal for the Valley. For this project, LiveWork is partnering with Forest City Enterprises, an urban developer with a lot of experience. It is projected that a new City Hall will spur additional office development in the vicinity.

MR. ADAMS noted a correction; the extension of the ENA is for 60 days, which would comprise a standard 180-day period.

MAYOR GOODMAN remarked that this is a phenomenal project and a step closer to becoming world-class. COUNCILMAN REESE concurred.

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "*Agreement*") entered into this ____ day of _____, 2007 ("*Effective Date*"), by and between City Parkway V, Inc., a Nevada nonprofit corporation (hereinafter "*CPV*") and LiveWork, LLC, a Delaware Limited Liability Company in good standing as a foreign limited liability company registered with the State of Nevada, together with Zoe Property, LLC, also a Delaware Limited Liability Company in good standing as a foreign limited liability company registered with the State of Nevada (hereinafter collectively the "*Developer*"), on the terms and provisions set forth below, whereby CPV and Developer may be referred to singularly as a "*party*" and collectively as the "*parties*". The Effective Date, as defined above, shall be the date on which the City Council of the City of Las Vegas ("*City*") approves the execution by CPV of this Agreement.

WHEREAS:

A. Developer desires to undertake a due diligence inquiry as to the feasibility of developing certain real property owned by CPV and located in that certain development in downtown Las Vegas, Nevada known as Union Park and more fully described below in Section 2 (the "*CPV-owned Site*");

B. CPV desires to undertake a due diligence inquiry as to the feasibility of developing certain real property owned by Developer and located in downtown Las Vegas, Nevada, as more particularly described below in Section 2 (the "*LiveWork Site*"); and

B. Developer and CPV mutually desire to enter into this Agreement in order for CPV and Developer to investigate the feasibility of the purchase, sale, and development of the CPV-owned Site and the LiveWork Site ; and

C. Pursuant to that certain Project Management and Consulting Agreement entered into December 27, 2005, by and between CPV, City, and Newland Communities, LLC ("*Newland*") as may be amended from time to time ("*PMA*"), Newland has certain rights and responsibilities with respect to the marketing and disposition of property within Union Park including the Site, including the right pursuant to the PMA of payment of a fee to Newland upon a disposition of the Site.

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

1. Term. The term of this Agreement shall commence on the Effective Date and automatically expire one hundred twenty (120) days after the Effective Date (the “Term”), unless extended in writing by the Parties for one additional term of sixty (60) days.

2. CPV-owned Site. The P-Q Project (defined below) is intended to be developed on that parcel of real property consisting of approximately 6.37 gross acres located within Union Park as depicted on **Exhibit “A”** attached hereto and hereby made a part of this Agreement (the “Site”). Developer acknowledges that the actual acreage useable and available for development is less than the gross acreage specified in the legal description of the Site. The actual legal description of the Site will be finalized by a survey provided by Developer and approved by CPV.

3. LiveWork Site. The City Hall Project (defined below) is intended to be developed on that real property consisting of approximately 2.57 gross acres located on the property which is located in downtown Las Vegas and is generally known collectively as 400 South 1st Street, 410 South 1st Street, 420 South 1st Street, 428 South 1st Street, 15 Lewis Avenue, 401 South Main Street, 407 South Main Street, 413 South Main Street, 415 South Main Street, and 425 South Main Street and described as depicted on **Exhibit “B-1”**, and is more particularly described by the legal description as depicted in **Exhibit “B-2”**, both of which are attached hereto and by this reference made a part hereof (collectively referred to as the “LiveWork Site”).

4. P-Q Project

(a) Developer and CPV agree that Developer’s intended development of the Site will consist of the following project (the “P-Q Project”) of a hotel and casino in a scope and size consistent with the Union Park Design Standards as approved by the City of Las Vegas Site Development Plan Review #16267, and as may be amended from time-to-time. Development of the Site will include sufficient on-site parking.

(b) CPV has entered into certain license agreements with World Market Center, LLC, with PH GSA, LLC, and with Vegas Grand Prix, LLC, and as a result of such license agreements, there are certain physical improvements made to the CPV Site

in order to accommodate such license agreements, as well as certain use limitations to the CPV Site as governed by such license agreements. Copies of the license agreements shall be provided to the Developer simultaneously herewith.

(c) The Site will be part of the Union Park parking district and subject to the shared parking program for Union Park.

(d) CPV acknowledges that this Agreement does not obligate Developer or any of its affiliates to develop the P-Q project nor does it obligate Developer to commit any funds to the P-Q project.

5. City Hall Project

(a) CPV and Developer agree that the development by CPV of the LiveWork site will consist of the following project: an office building for employees of the City of Las Vegas, structured parking, and ancillary uses as may be required by the City of Las Vegas, all of which uses shall comprise approximately 300,000 square feet ("City Hall Project").

(b) CPV may seek to use rights-of-way adjacent to the LiveWork Site. Developer acknowledges that as the City of Las Vegas, of which CPV is an affiliate, owns said rights-of-way and as such CPV will not compensate Developer for such rights-of-way.

(c) Developer acknowledges that this Agreement does not obligate the City of Las Vegas, or any affiliate thereof, to develop the City Hall Project on the LiveWork Site. Developer further acknowledges that this Agreement does not obligate the City of Las Vegas or CPV, whether express or implied, to commit any funds for the capital cost of the City Hall Project.

6. Feasibility Analysis.

(a) Developer agrees to conduct during the Term all activities required to determine the feasibility of the P-Q Project. Such due diligence activities shall include, but not be limited to, the following which shall be submitted to CPV for its review prior to the expiration of the Term:

(i) An overall program of development of the P-Q Project on the Site.

(ii) A schematic or conceptual site plan showing building footprints, parking requirements and configuration, ingress and egress and traffic flow solutions.

(iii) A development timeline for the development and construction of the P-Q Project.

(iv) Submission of information concerning the name, organizational capacity and financial capacity of the Developer's third party development partner ("Development Partner") and for the Developer's third party operational partner ("Operational Partner") if the Operational Partner is independent of and wholly separate from the Development Partner. Such information shall include, but is not limited to the principal person or persons representing such entity or entities, the past three years of corporate financial statements, and the past three years of corporate federal income tax filings with the Internal Revenue Service.

(v) A development pro forma showing sources and uses for the P-Q Project.

All non-proprietary reports and studies pertaining to the Site and P-Q Project, including surveys and geotechnical and environmental reports and studies, shall become the property of CPV upon the expiration or termination of this Agreement. Developer shall cause such non-proprietary reports and studies to be delivered to CPV within thirty (30) days after the expiration or termination of this Agreement.

(b) Except for the license agreements disclosed in this Agreement, CPV agrees that during the Term that it shall not negotiate directly or indirectly, with any person or entity any matters regarding development, sale, lease or other dispositions of the CPV-owned Site or any portion thereof. Such exclusivity shall apply to the CPV-owned Site only and shall not apply to any other portion of Union Park including any other use of Union Park.

(c) Except as provided herein, Developer agrees that during the Term that it shall not negotiate directly or indirectly, with any person or entity any matters regarding development, sale, lease or other dispositions of the LiveWork Site or any portion thereof. The Developer may negotiate and enter into joint venture agreements with third parties to co-develop the LiveWork Site on the condition that the third party is approved

by CPV prior to the effective date of any joint venture agreements and the third party has complied with Section 12 (b) of this Agreement.

(d) CPV shall cooperate fully, but at no cost to CPV, in providing Developer with appropriate information and assistance to support Developer's implementation of the P-Q Project. In particular, CPV shall provide Developer with copies of all reports, plans, drawings and other documents pertaining to the Site as soon as they become available to CPV. Newland's and CPV's designated representative for all matters under this Agreement is Scott D. Adams, provided that he may delegate some matters to other representatives of CPV. CPV shall have the right to appoint a substitute designated representative upon written notice to Developer. Developer and CPV agree to meet no less than one time per month in connection with the feasibility analysis of the CPV-owned Site and P-Q Project.

(e) Developer shall cooperate fully, but at no cost to Developer, in providing CPV with appropriate information and assistance to support CPV's evaluation and implementation of the City Hall Project. In particular, Developer shall provide CPV with copies of all reports, plans, drawings and other documents pertaining to the LiveWork Site as soon as they become available to Developer. Developer's designated representative for all matters under this Agreement is Barnet Lieberman, provided that he may delegate some matters to other representatives of Developer. Developer shall have the right to appoint a substitute designated representative upon written notice to CPV. Developer and CPV agree to meet no less than one time per month in connection with the feasibility analysis of the LiveWork Site and City Hall Project.

7. Developer Access to the CPV-owned Site

(a) CPV authorizes Developer and its employees, agents, representatives, architects, engineers, consultants and contractors to access the CPV-owned Site to conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments and boundary and topographic surveys as Developer deems necessary ("*Due Diligence Investigations*") for the development of the P-Q Project. This authorization does not authorize Developer to access or otherwise use any property not included within the Site so long as Developer has reasonable access from a public right of way for ingress into and egress from the Site for purposes of

completing the Due Diligence Investigations. Subject to certain limitations under which representatives of CPV or Union Pacific Railroad may have to receive advance notice thereof, Developer will have the right to enter upon and conduct Due Diligence Investigations. Developer shall conduct Due Diligence Investigations in accordance with standards customarily employed in the industry and in compliance with all applicable governmental laws, rules, and regulations. Following Developer's Due Diligence Investigations on the Site, Developer promptly will restore the Site to substantially the same condition as existed as of the Effective Date. If Developer undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance, and Developer will obtain at its own expense a certificate from a soils engineer certifying that the disturbed soils have been recompacted to substantially their original condition as of the date of the soil disturbance. This authorization shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment, but shall not be construed to authorize Developer to install groundwater monitoring wells or excavate soils with earth moving equipment. To assist Developer in its environmental due diligence, CPV has provided Developer with a copy of the documents identified in **Exhibit "C"** attached hereto and incorporated herein by reference. CPV makes no warranty regarding any statement or data contained in or referred to by such documents.

(b) If Developer should discover any hydrocarbon substances or any other hazardous substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action under any environmental laws, Developer will promptly notify CPV in writing of such discovery. Developer shall not use disturbed contaminated soils for restoration of the Site as provided in Paragraph 3, above, and instead shall store or otherwise handle, at CPV's cost, disturbed contaminated soils in compliance with all applicable governmental laws, rules, and regulations until such time as CPV takes possession of such materials. Developer shall not bear any responsibility for any investigation, risk assessment, removal, treatment, corrective action, remediation, cleanup or permitting relating to any such substances or materials under this Authorization. For the purposes of this Agreement, the phrase "*hazardous substances*"

means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated biphenyls, dioxins, petroleum and petroleum products and derivatives, fuel additives, and any other solid, liquid, gaseous or thermal irritant, chemical or waste material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any governmental authority or Environmental Laws; or (c) a basis for liability to any government entity or agency or third party under any regulatory, statutory or common law theory. For purposes of this Agreement, the phrase "*environmental laws*" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any governmental authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources, waste management, health, industrial hygiene, safety, environmental conditions or hazardous substances.

(c) Developer shall promptly deliver to CPV without charge therefore, any lab or field environmental data, environmental reports, environmental compilations, environmental correspondence, or other documents or information which is generated by or as a result of Due Diligence Investigations and which is reasonably related to the environmental condition of the Site; provided, however, that Developer need not disclose any communication, written or oral, between Developer and its legal counsel or its legal counsel and Developer's consultant to the extent the same is protected by the attorney-client privilege; and further provided that Developer need not deliver to CPV geotechnical data or analysis.

(d) Developer covenants and agrees to pay in full for all materials, if any,

supplied, used, joined, or affixed to the Site by or for Developer in connection with the Due Diligence Investigations and to pay in full all persons who perform labor upon the Site in connection with Developer's Due Diligence Investigations, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site relating to Developer's Due Diligence Investigations. Developer shall, at Developer's sole cost and expense, take any action necessary to promptly remove any lien filed against the Site for work performed or materials delivered to the Site in connection with the Due Diligence Investigations.

(e) Developer hereby agrees to protect, indemnify, and hold CPV, the City of Las Vegas, and their officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which CPV, the City of Las Vegas, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from CPV, the City of Las Vegas, and their officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise in connection with the Due Diligence Investigations at the Site, of Developer or its officers employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, Developer, its officers, its employees, contractors, subcontractors, volunteers or agents in connection with this Authorization. Developer agrees to obtain and to furnish to CPV prior to or concurrent with execution of this Authorization, a certificate showing that there is in effect a policy of a Minimum of \$2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form Contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. CPV and City of Las Vegas, each shall be named as an additional insured party and such notation shall appear on the Certificate of Insurance furnished by the Developer's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance company providing coverage, is subject to the

approval of CPV. CPV requires insurance carriers to maintain a Best's Key rating of "A VII" or higher. The Certificate shall indicate that neither the insurance company nor Developer can cancel the insurance without at least 10 days prior written notice to CPV. Any exclusion to the effect that the insurance company or surety company will "endeavor to inform" must be stricken from the certificate of insurance. The parties agree that the specified coverage or limits of insurance in no way limit the liability of the Developer. Developer will not do or permit to be done anything in or upon any portion of the Property, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Property. All deductibles and self-insurance retentions shall be fully disclosed in certificates of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of CPV.

(f) In this connection, Developer expressly agrees, at its sole cost and expense, to defend CPV, the City of Las Vegas, and their officers, employees and agents, in any suit or action that may be brought against it or them, or any of them by reason of any act or omission, negligent or otherwise in connection with the Due Diligence Investigations at the Site, against which Developer has agreed to indemnify CPV, the City of Las Vegas, and their officers, employees and agents. If Developer fails so to do, CPV and the City of Las Vegas shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including reasonable attorneys' fees and court costs, to Developer.

The obligations and covenants of Developer under this Section 5 shall survive any expiration of the Term or other termination of the Agreement.

8. CP Site Access

Developer authorizes CPV, and the City of Las Vegas of which CPV is an affiliate, and their respective employees, agents, representatives, architects, engineers, consultants, and contractor to access the LiveWork Site. Following CPV's Due Diligence Investigations on the LiveWork Site, CPV promptly will restore the LiveWork Site to substantially the same condition as existed as of the Effective Date. If CPV undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance, and CPV will obtain at its own expense a certificate from a soils

engineer certifying that the disturbed soils have been recompacted to substantially their original condition as of the date of the soil disturbance.

CPV shall promptly deliver to Developer without charge therefore, any lab or field environmental data, environmental reports, environmental compilations, environmental correspondence, or other documents or information which is generated by or as a result of Due Diligence Investigations and which is reasonably related to the environmental condition of the LiveWork Site; provided, however, that Developer need not disclose any communication, written or oral, between Developer and its legal counsel or its legal counsel and Developer's consultant to the extent the same is protected by the attorney-client privilege; and further provided that Developer need not deliver to CPV geotechnical data or analysis.

CPV covenants and agrees to pay in full for all materials, if any, supplied, used, joined, or affixed to the LiveWork Site by or for CPV in connection with the Due Diligence Investigations and to pay in full all persons who perform labor upon the LiveWork Site in connection with Developer's Due Diligence Investigations, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the LiveWork Site relating to Developer's Due Diligence Investigations. Developer shall, at Developer's sole cost and expense, take any action necessary to promptly remove any lien filed against the Site for work performed or materials delivered to the Site in connection with the Due Diligence Investigations.

Subject to the limitations of NRS Chapter 41, CPV hereby agrees to protect, indemnify, and hold Developer and its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which Developer, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from CPV, the City of Las Vegas, and their officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise in connection with the Due Diligence Investigations at the LiveWork Site, of Developer or its officers employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, CPV, its officers, its employees, contractors, subcontractors, volunteers or agents in connection

with this Authorization.

In this connection, CPV expressly agrees, at its sole cost and expense, to defend Developer and its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them by reason of any act or omission, negligent or otherwise in connection with the Due Diligence Investigations at the LiveWork Site, against which CPV has agreed to indemnify Developer, and its officers, employees and agents. If CPV fails so to do, Developer shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including reasonable attorneys' fees and court costs, to CPV. The obligations and covenants of CPV under this Section 5 shall survive any expiration of the Term or other termination of the Agreement.

9. Disposition and Development Agreement; Terms; Effect of Agreement.

(a) Developer and CPV agree to negotiate in good faith during the Term a form of Development and Disposition agreement or agreements (the "DDA") whereby (i) CPV agrees to sell and Developer agrees to purchase the CPV-owned Site for the development of the P-Q Project; and (ii) Developer agrees to sell, and CPV agrees to purchase the LiveWork Site for the development of the City Hall Project.

(b) The DDA shall provide that CPV and the Developer shall negotiate the purchase price and other consideration required for the disposition and development of the CPV Site and the LiveWork Site. Nothing in this Agreement shall be construed to mean, whether express or implied, that the CPV Site and the LiveWork Site are of like or equal value. The parties acknowledge that, in compliance with the provisions of Nevada Assembly Bill 312 ("AB 312"), CPV, at its cost, will obtain and rely upon an independent and confidential appraisal of the P-Q Site prepared within six months of the date of the DDA and that the City Council of the City of Las Vegas will adopt a formal resolution finding that it is in the best interests of the public to sell the P-Q Site without offering such real property to the public. Notwithstanding the foregoing, the parties agree that any such appraisal may be subject to public records laws or ordinances of the City or the State of Nevada.

(c) Developer and CPV agree and acknowledge (i) that this Agreement creates no obligation on either party to enter into the DDA or any other agreement related

to the LiveWork Site, the CPV-owned Site, or Union Park, (ii) the decision to enter into a DDA will be at each party's respective sole and absolute discretion and (iii) the approval of the Council of the City will be required for CPV to enter into any DDA or other agreement relating to the Site or Union Park. Developer agrees and acknowledges that this Agreement creates no rights, title or interest in Developer whatsoever, legal, equitable or otherwise, in the Site or in Union Park, including, without limitation, any rights to purchase, lease, option or otherwise. By its execution of this Agreement, CPV is not committing itself to or agreeing to undertake any acquisition of land from Developer, any disposition of land to Developer, or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any governmental authority with authority over the resulting development. This Agreement does not constitute an agreement for disposition of property or the exercise of control over property by Developer or by CPV. Execution of this Agreement by CPV and by Developer is merely an agreement to enter into a period of exclusive, good faith negotiations according to the terms hereof, reserving final discretion and approval by CPV and by Developer as to any and all proceedings and decisions in connection therewith.

10. Developer Ownership.

(a) Developer is LiveWork, LLC and Zoe Property, LLC, which are Limited Liability Companies organized in the Commonwealth of Delaware. The sole beneficial owners of Developer and the principal office of Developer are listed in Exhibit "D", the Disclosure of Principals.

(b) Developer is required to make full disclosure to CPV of its principals, officers, major stockholders, major partners, joint venture partners, and key managerial employees, and all other material information concerning Developer. Any significant change in the principals, associates, partners, joint ventures, development manager, and directly-involved managerial employees of Developer is subject to the approval of CPV which shall not be unreasonably withheld or delayed.

(c) Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as **Exhibit "D"**, all principals, including, partners or members of Developer as well as all persons and entities holding more than 1% interest in Developer or any

principal, partner or member of the same. Throughout the term hereof, Developer shall provide written notification of any material change in the above disclosure within 15 days of any such change.

11. Real Estate Commission. No party shall be liable to any other party for any real estate commission or brokerage fees that may arise as a result of or pursuant to this Agreement. Each party represents to the other party that it has not engaged any broker, agent or finder in connection with this Agreement, and agrees to hold the other party harmless from any claim by any broker or finder retained by such party. The provisions of this Section 9 shall survive any termination or expiration of this Agreement.

12. Conflict of Interest.

(a) An official of CPV, who is authorized in such capacity and on behalf of CPV 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 CPV, who is authorized in such capacity and on behalf of CPV 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 CPV relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, CPV may immediately terminate this Agreement for default or convenience, based on the culpability of the parties.

(c) Developer represents and warrants that it has, in accordance with the current policy of CPV, disclosed the ownership and principals of Developer on **Exhibit "D"**, "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.

13. Default.

(a) In the event Developer is not proceeding in good faith with the due diligence activities required in order to complete the feasibility analysis of the Project and such is not cured within fifteen (15) days after written notice by CPV, then CPV shall have the right to immediately terminate this Agreement upon written notice to Developer.

(b) In the event CPV is in default of its obligations under this Agreement, Developer's sole and exclusive remedy will be to terminate this Agreement. Neither CPV nor the City shall be liable for any damages, lost profits, expense reimbursements or other costs of Developer.

14. Notices. 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 (an original signed copy, via U. S. Mail, shall follow facsimile transmissions) or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

If to Developer:

Mr. David Mitchell
Mitchell Holdings LLC
41 East 60th Street
New York NY 10021
Phone: 212-486-4444
FAX: 212-588-0286

And:

Mr. Barnet L. Liberman
20 West 55th Street, 12th Floor
New York, NY 10019
Phone: 212-243-7388
FAX: 212-243-7305

If to CPV:

Scott D Adams, Director
City Parkway V, Inc.
c/o Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, 89101
Phone: 702-229-6551
FAX: 702-385-3128

And:

Manager, Purchasing & Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101
Phone: 702-229-6021
Fax: 702-384-9964

And:

Rita Brandin
Newland Communities, LLC
2300 West Sahara Avenue. Suite 750
Las Vegas, Nevada 89102
Phone: 702.220.8094
FAX: 702.220.7636

15. Publicity. The parties agree that neither party shall make any public announcement or any press release with respect to this Agreement or the Project without the consent of the other party which consent shall not be unreasonably withheld or delayed. Nothing in this Section 15 shall limit or prevent CPV or the City from undertaking any actions required by Nevada's open meeting laws or causing or allowing the release of information or dissemination of documents as may be required or appropriate in connection with any administrative hearings or proceedings pertaining to the City's approval or implementation of this Agreement.

16. Assignment. Developer may not assign or transfer all or any part of its interest in this Agreement without first obtaining the written consent of CPV which consent may be granted or withheld at CPV's sole and unfettered discretion. Any transfer or assignment in violation of this Section 16 shall be null and void and constitute a default of this Agreement. Notwithstanding the foregoing, Developer shall have the right to assign its interest in this Agreement to an entity formed to develop the Project so long

as the principals of Developer are the owners of such entity and such entity assumes Developer's obligations under this Agreement. Any such assignment shall not relieve Developer of its obligations under this Agreement.

17. Time of the Essence. Time is of the essence in this Agreement and each and every term and provision hereof.

18. Interpretation; Governing Law. This Agreement shall be construed as if prepared by both parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

19. Attorneys' Fees. In the event of any litigation between the parties regarding this Agreement or the Property, the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court.

20. Entire Agreement; Amendments. This Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the parties. As such, this Agreement supersedes any and all prior understandings between the parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by both parties hereto. The President of CPV is authorized to approve and execute any amendment to the Agreement unless the changes or modifications are deemed substantive and material by CPV and thereby requiring the prior approval of the City Council of the City of Las Vegas.

21. No Waiver. A waiver by either party hereto of a breach of any of the covenants or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

22. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

23. Headings; Exhibits; Cross References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to

this Agreement and the Recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. All references in this Agreement to Articles, Sections and exhibits shall be to Articles, Sections and Exhibits of or to this Agreement, unless otherwise specified.

24. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

25. Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

26. No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of CPV and Developer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

26. Counterpart Signatures; Facsimile Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth beneath their respective signatures below.

CPV

CITY PARKWAY V, INC,
a Nevada corporation

By _____
Douglas A. Selby, President

ATTEST:

Steve Houchens, Secretary

APPROVED AS TO FORM:

J. P. Penicelli 4/3/07
Date

DEVELOPER

LIVEWORK, LLC,
a Delaware Limited Liability Company

By: _____
Barnet Lieberman, Member

ZOE PROPERTY, LLC
a Delaware Limited Liability Company

By: _____
David Mitchell, Member

LIST OF EXHIBITS

EXHIBIT "A"	CPV SITE DEPICTION
EXHIBIT "B-1"	LIVEWORK SITE DEPCITION
EXHIBIT "B-2"	LIVEWORK SITE LEGAL DESCRIPTION
EXHIBIT "C"	LIST OF ENVIRONMENTAL INFORMATION
EXHIBIT "D"	DISCLOSURE OF PRINCIPALS FORM

Parcels P/Q - Union Park



Lou Ruvo Alzheimer's
Research Center

BONNEVILLE AVE

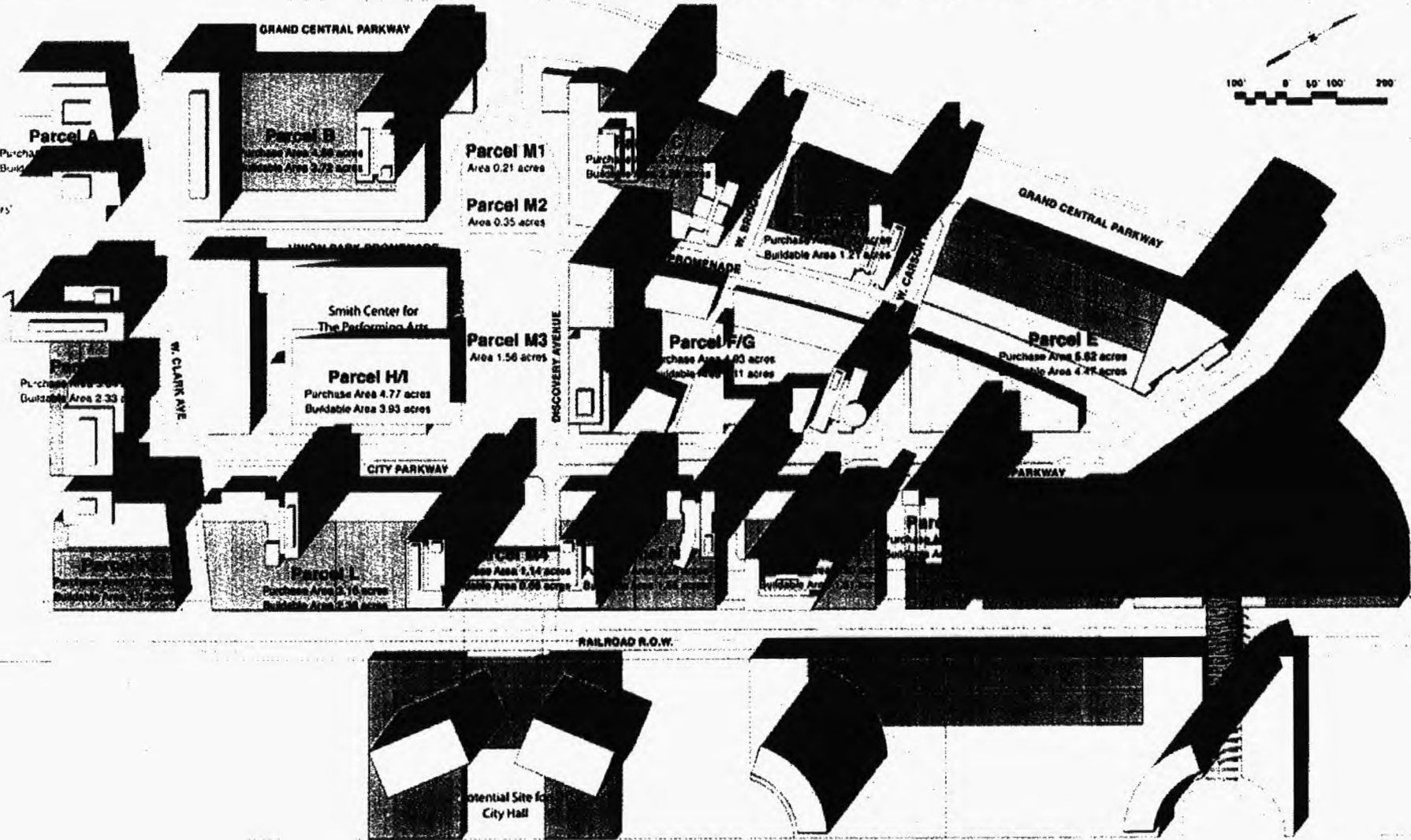


EXHIBIT A

Legend
■ Queen of Hearts

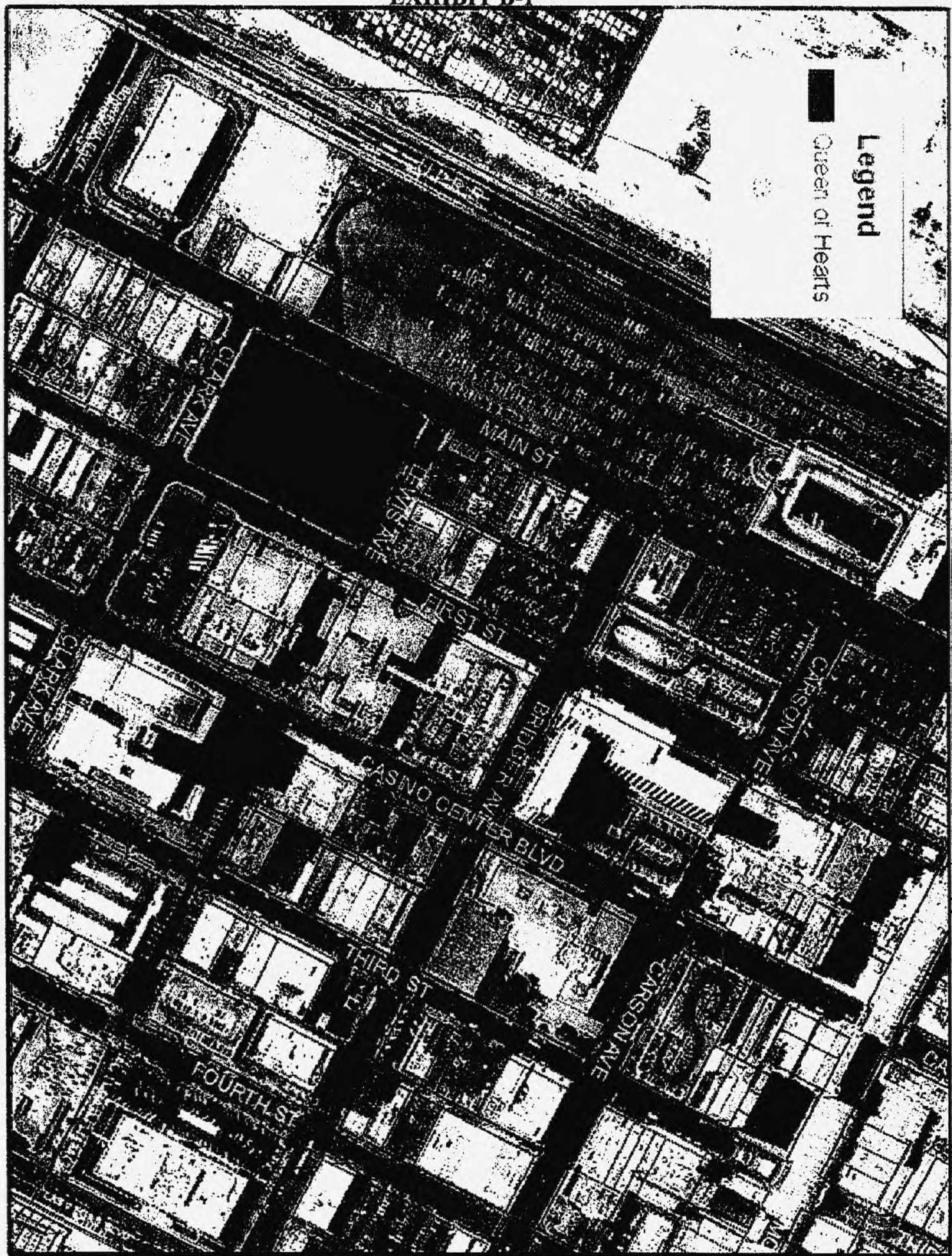


EXHIBIT B-2

LEGAL DESCRIPTION

PARCEL I:

LOTS ONE (1), TWO (2), TWENTY-NINE (29), THIRTY (30), THIRTY-ONE (31) AND THIRTY-TWO (32) IN BLOCK SIX 6 OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

LOTS THREE (3) THROUGH TWENTY-EIGHT (28) IN BLOCK SIX (6) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE NORTHWESTERLY FIVE (5) FEET OF LOTS 7 THROUGH 16 AS CONVEYED TO CITY OF LAS VEGAS.

EXHIBIT C

Union Park Environmental Disclosure Documents

Electronic Documents on Two Compact Discs

<u>Identifier</u>	<u>Title/Text Reference</u>
01	Preliminary Title Report, Lawyers Title Company.pdf, June 17, 2004
02	ALTA Survey – G.C. Wallace, June 28, 2002 01) G. C. Wallace - 61-Acre ALTA Survey pg1 2002.pdf 02) G.C. Wallace - 61-Acre ALTA Survey pg2 2002.pdf 03) G.C. Wallace - ALTA Survey Easement Docs 1.pdf 04) G.C. Wallace - ALTA Survey Easment Docs 2.pdf
03	As-Built Maps - Bonneville, Grand Central Parkway and Ogden, 1992, 1993, 1995, 1999, & 2000 01) Bonneville Ave.pdf 02) Main and Bonneville Intersection.pdf 03) Ogden Avenue.pdf 04) Parkway Center.pdf
04	Remedial Action Plan - Site Characterization Investigation and Recommended Remedial Action Plan, July 29, 1989 -Appendices - Appendices.tif, - Appendix A - Summary of Buried Disposal Area Investigation.tif - Appendix B - Investigative Procedures.tif - Appendix C - Chain-of-Custody Records.tif - Appendix D - Field and Laboratory QA&QC Program.tif - Appendix E - Health and Safety Plan.tif - Appendix F - Regional Geology and Hydrogeology.tif - Appendix G - Exploratory Boring Logs.tif - Appendix H - Soil and Hydrogeologic Conditions By Area.tif - Appendix I - Gauging Data and Hydrographs.tif - Appendix J - Soil Laboratory Data Reports.tif - Appendix K - Ground-Water Laboratory Data Reports.tif - Appendix L - Maps of Approx Dist of Soils Containing PH.tif - Appendix M - Observed Versus Actual Thickness of Liquid Hydrocarbon.tif - Appendix N - Liquid Hydrocarbon Volume Estimates.tif - Appendix O - Air Quality Monitoring Report.tif - Appendix P - Report of Industrial Hygiene Evaluation.tif - Appendix Q - Desert Research Institute Report.tif - Appendix R - Health Risk Assessment.tif - Appendix S - USPCI Report of Oil Recovery Operations.tif - OIL RECOVERY SYSTEM.TIF -Table of Contents and Executive Summary.tif - Sect 1 Introduction.tif - Sect 2 Purpose & Scope.tif - Sect 3 Site Background.tif - Sect 4 Hydrocarbon Contamination.tif - Sect 5 Lead Contamination.tif - Sect 6 Assessment of Potential Mobility and Fate of Contaminants.tif - Sect 7 Health Risk Assessment.tif - Sect 8 Site Remediation Criteria.tif - Sect 9 Recommended Remedial Action.tif

PLATE 01.TIF, PLATE 02.TIF, PLATE 03.TIF, PLATE 04.TIF,
 PLATE 05.TIF, PLATE 06.TIF, PLATE 07.TIF, PLATE 08.TIF,
 PLATE 09.TIF, PLATE 10.TIF, PLATE 11.TIF, PLATE 12.TIF,
 PLATE 13.TIF, PLATE 14.TIF

- 01) Final Remedial Action Plan 06-5-1992.pdf
- 02) Addendum I to RAP 08-18-1992.pdf
- 03) Request For Final Closure 10-06-1997.pdf
- 04) Depart of the Army Letter 12-09-2003.pdf
- 05) Interim Closure Report of Rem Action 09-27-93.pdf
- 06) NDEP Letter 03-26-1998.pdf
- 07) NDEP Remediation Requirements Sept 10, 1991.pdf
- 08) Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf
- 09) Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf

- 05 Plystadium Agreement
 - 01) Plystadium Agreement.pdf
 - 02) Amended and Restated Mem of Rights.pdf
 - 03) Estoppel Certificate.pdf
 - 04) Termination of Mem of Repurchase Option.pdf
 - 05) Truette's Deed - Lehman to PAMI.pdf
- 06 Pollution Legal Liability Select
 - Pollution Legal Liability Select Policy.pdf
- 07 Environmental Risk Management – Converse Consultant, August 23, 2000
 - 01) Environmental Risk Management 08-23-2000.pdf
 - 02) Risk-Based Evaluation 09-24-2002.pdf
 - 03) Hydrocarbon Free Product Plumes Map.pdf
 - 04) Soil Impact Map.pdf
- 08 Trenching Exercise – Converse Consultants.pdf, Sept 11, 2002
- 09 Terracon Phase I & Phase II Environmental Site Assessment.pdf – March 26, 2003 &
 April 2, 2003
 - PhaseIexec.pdf
 - PhaseIIexec.pdf
- 10 Preliminary Geotechnical Studies – Converse Consultants.pdf, June 27, 2002
 - Northern Prelim. Geotech.pdf
 - Soouthern Prelim. Geotech.pdf
- 11 Groundwater Monitoring Reports
 - Abandoned Wells July 2004
 - Abandoned Wells July 2004.pdf
 - Completion of Well Plugging Abandonment Former Las Vegas Rail Yard.htm
 - 01) 2nd Quarter 1991 Groundwater Report.pdf
 - 02) 2nd Quarter 2001 Groundwater Report.pdf
 - 03) 3rd Quarter 2001 Groundwater Report.pdf
 - 04) 4th Quarter 2001 Groundwater Report.pdf
 - 05) 1st Quarter 2002 Groundwater Report.pdf
 - 06) 2nd Quarter 2002 Groundwater Report.pdf
 - 07) 1st Half 2002 Semi-annual Compliance Report.pdf
 - 08) 3rd Quarter 2002 Groundwater Report.pdf
 - 09) 4th Quarter 2002 Groundwater Report.pdf
 - 10) 1st Half 2003 Groundwater Report.pdf
 - 11) 1st Half 2003 Semi-annual Compliance Report.pdf
 - 12) 2nd Half 2003 Groundwater Report.pdf
 - 13) 2nd Half 2003 Semi-annual Compliance Report.pdf
 - 14) 1st Half 2004 Groundwater Report.pdf
 - 15) 1st Half 2004 Semi-annula Compliance Report.pdf
 - 16) 2nd Half 2004 Groundwater Report.pdf
 - 17) 2nd Half 2004 Semi-annual Compliance Report.pdf
 - 18) 1st Half 2005 Groundwater Report.pdf

19) 1st Half 2005 Semi-annual Compliance Report.pdf
TABLE 2 Groundwater Analytical Data 06-16-2004.xls
UP letter Jan 7 2004.tif
Well Monitoring Modification Plan 05-06-2004.tif

12

Maps

- 01) Remediation Depth.jpg
- 02) Uphcfreeprod.pdf
- 03) upenvscan012803ssm.pdf
- 04) Envirmental vs architectural.pdf
- 05) Master Plan 7-10 Remaining Contamination.pdf
- 06) Master Plan Remaining Contamination.JPG
- 07) Master Plan 7-10Depth.pdf
- 08) Master Plan Depth.JPG

EXHIBIT D
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

EXHIBIT D – cont.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1 Contracting Entity	
Name <u>LIVEWORK LLC</u>	
Address <u>41 E. 60th St. 6th Floor, NY, NY 10022</u>	
Telephone <u>212 486 4444</u>	
EIN/DUNS <u>20-2675938</u>	

Block 2 Description
Subcontractor of Contract Agreement
EIN/DUNS N/A

Block 3 Type of Business
☒ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation

Block 4 Disclosure of Ownership and Principals			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	David Mitchell	41 E. 60th NY NY 10022	212-486-4444
2.	Barnet Liberman	421 Hudson St NY NY 10014	212 243-7388
3.			
4.			
5.			
6.			
7.			
8.			

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

EXHIBIT D - cont.

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document N/A

Date of Attached Document Number of Pages

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

CF

Name

3/28/07

Date

Subscribed and sworn to before me this 28
day of

March, 2007.

Shiloh D. Ballantyne
Notary Public

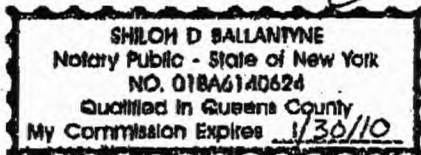


EXHIBIT D – cont.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name <u>ZOE Property, LLC</u>	
Address <u>41 E. 60th Street, 6th Fl, NY NY 10022</u>	
Telephone <u>212-486-4444</u>	
EIN or DUNS <u>20-1937666</u>	

Block 2	Description
Subject Matter of <u>Contract Agreement</u>	
REF <u>N/A</u>	

Block 3	Type of Business
☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation	

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	<u>DAVID MITCHELL</u>	<u>41 E 60, N.Y.C.</u>	<u>212 486-4444</u>
2.		<u>10022</u>	
3.	<u>Bonnet Liberman</u>	<u>421 Hudson St</u>	<u>212 243-7388</u>
4.		<u>NYC 10022</u>	
5.			
6.			
7.			
8.			

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

EXHIBIT D - cont.

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

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



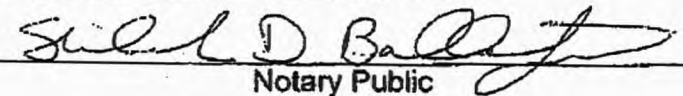
Name

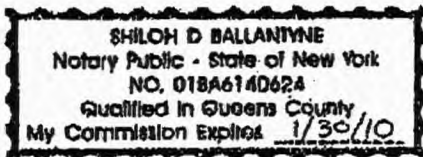
3/28/07

Date

Subscribed and sworn to before me this 28
day of

March, 2007.


Notary Public



CITY PARKWAY V, INC.

An Affiliate of the City of Las Vegas

March 27, 2007

Mr. Barnet L. Liberman
Member, LiveWork, LLC
c/o Mitchell Holdings
20 West 55th Street
New York, NY 10019

Dear Mr. Liberman:

By way of this letter of understanding, the undersigned parties, LiveWork, LLC and Zoe Property, LLC ("Owners") and the City of Las Vegas ("City") desire to outline issues which will be discussed to enable the development of Owners' property located in downtown Las Vegas. Prior to the development of the Owners' property, the Owners and the City agree to discuss the following issues, which include but are not limited to:

1. Permissible uses given Land use and Zoning of Owners' property, which is located within the City of Las Vegas Redevelopment Area and within the Downtown Overlay District as defined by City of Las Vegas Title 19 (the "Zoning Code");
2. Parking requirements and parking supply, including possible modifications to existing traffic patterns and service levels, location and orientation of parking, the possibility of additional public parking facilities or structures to support downtown Las Vegas, and the possibility of shared parking for use by properties adjacent to Owners' property, and the waiver of mandatory parking ratios as defined in the City's Downtown Centennial Plan and codified in the Downtown Overlay District;
3. Access to public transit, which may include the development of on-site and off-site improvements to accommodate such transit, particularly on or near Main Street;
4. Use by Owners of existing public rights-of-way, which may include and which are subject to review and approval by the City of Las Vegas in accordance with applicable law, sidewalks, alleys, streets, pedestrian promenade(s), or air space above such rights-of-way;
5. Infrastructure installation which meets the capacity and the design needs of Owners, which may include power, water, sewer, gas, telecommunications, and specifically the installation of electrical distribution below grade in accordance with the City's "Project Clear Skies" program;
6. Installation of public art either on private property or public property, including the possibility of public and private funding for such art;
7. Design features or amenities for the on-site building program, which may include mixed-use development (residential and commercial in same structure), LEED building design,

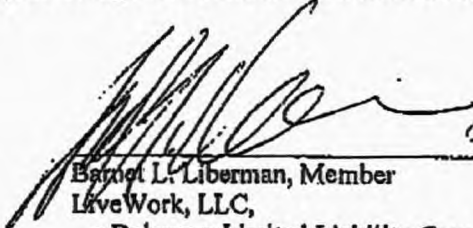
- and use of the roof top or unfinished highest floor of buildings for amenity decks or plazas;
8. Special signage for the building or buildings on the Owners' property, as permitted by the Zoning Code;
 9. Uses by public agencies on the Owners' property, which may include facilities for fire safety, public safety, public transportation, or office space desired by the City as more particularly described by the Exclusive Negotiation Agreement executed by the Parties;
 10. Public financing available for Owners' program, which may include (subject to application by Owners' and approval by authorized public entities) Tax Increment Financing, State incentives from the Nevada Commission on Economic Development, or other assistance applicable to the Owners' on-site building program and the business and residential users of such program;
 11. Environmental remediation, to the extent that such work is required by Nevada Department of Environmental Protection or is desired by the Owners; and
 12. Schedule for development of Owners' building program.

The foregoing list is intended to assist the Parties in discussing design, development, and financing issues which may enable Owners to proceed with its desired building program.

The Parties agree and acknowledge (i) that this letter creates no obligation on either party to enter into any written agreement governing the design, development, or financing of Owners' property; (ii) the decision to enter into any written agreement will be at each party's respective sole and absolute discretion; (iii) the approval of the Las Vegas Planning Commission, and the Las Vegas City Council will be required for certain entitlements as specifically required by the Las Vegas Zoning Code and applicable law; and (iv) review and approval of public funding is at the discretion of the public entity to which such funds are ascribed, and is subject to available revenue and applicable law. The Owners agree and acknowledges that this letter creates no rights, title or interest in any real property owned by the City, including but not limited to public rights of way. Execution of this letter by the City and Owners is merely an agreement to have good faith negotiations according to the terms hereof, reserving final discretion and approval by governing boards of the City as to any and all proceedings and decisions in connection therewith.

ACKNOWLEDGED AND AGREED TO:

Douglas A. Selby, City Manager Date
City of Las Vegas

 03/28/07
Barnett L. Liberman, Member Date
LiveWork, LLC,
a Delaware Limited Liability Company



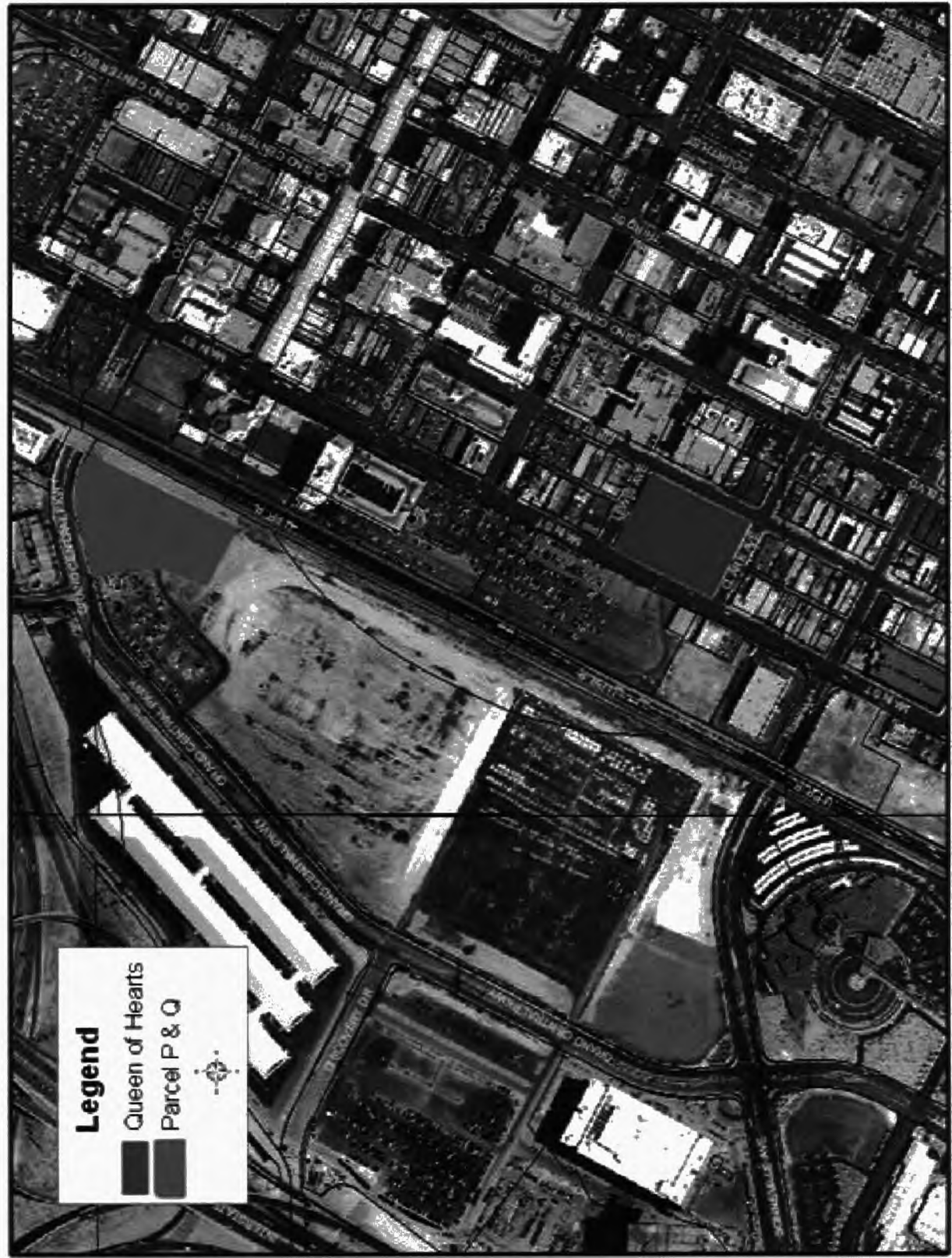
David Mitchell, Member Date
Zoe Property, LLC,
a Delaware Limited Liability Company

Approved as to Form:

 4/9/07

Teresita L. Ponticello Date
Deputy City Attorney

SITE MAP – Developer Site (Queen of Hearts) and CPV Site (Parcels P & Q)



Live Work Las Vegas/City of Las Vegas

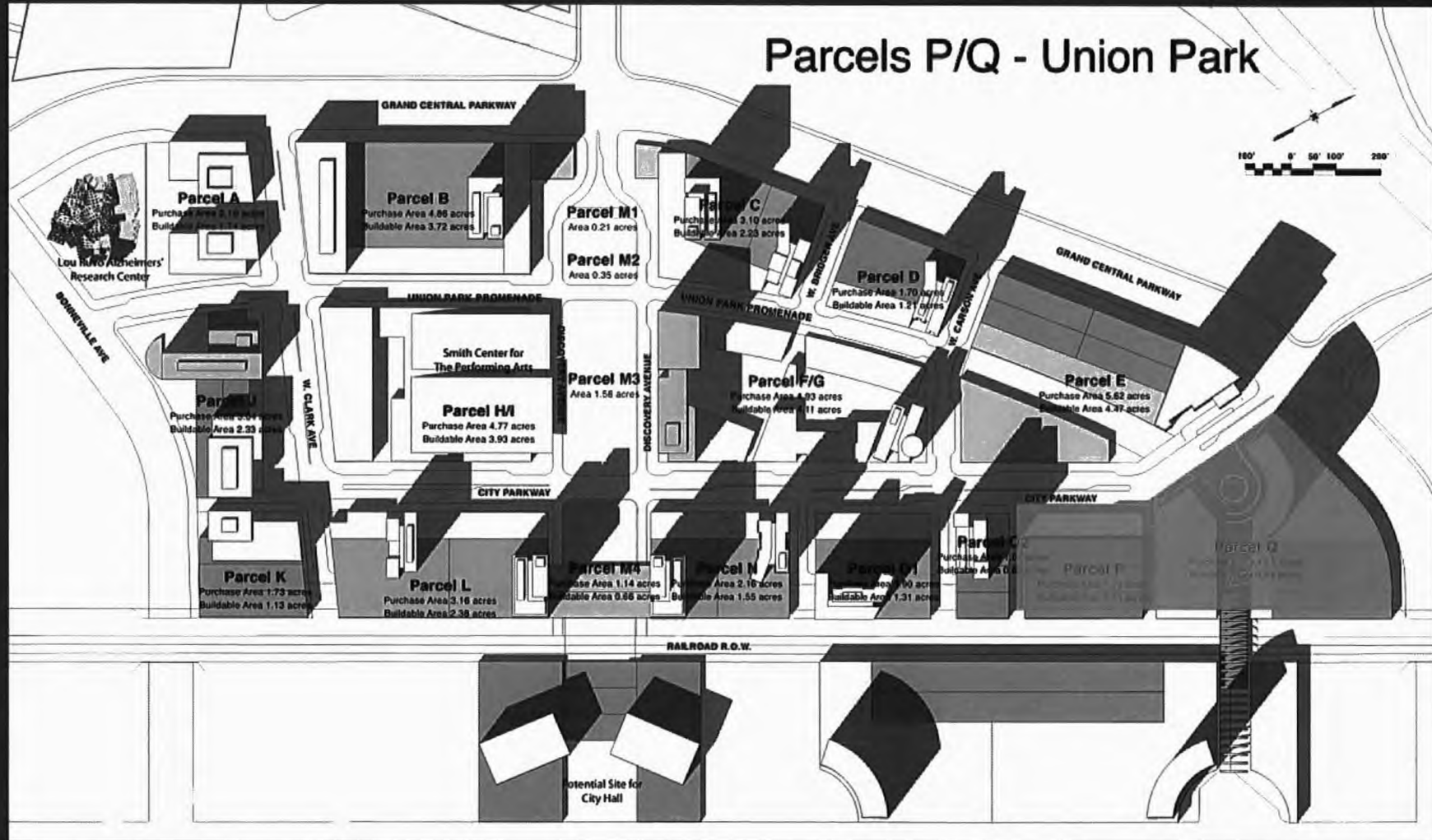
Exclusive Negotiating Agreement
for Exchange of Sites

Office of Business Development
April 18, 2007

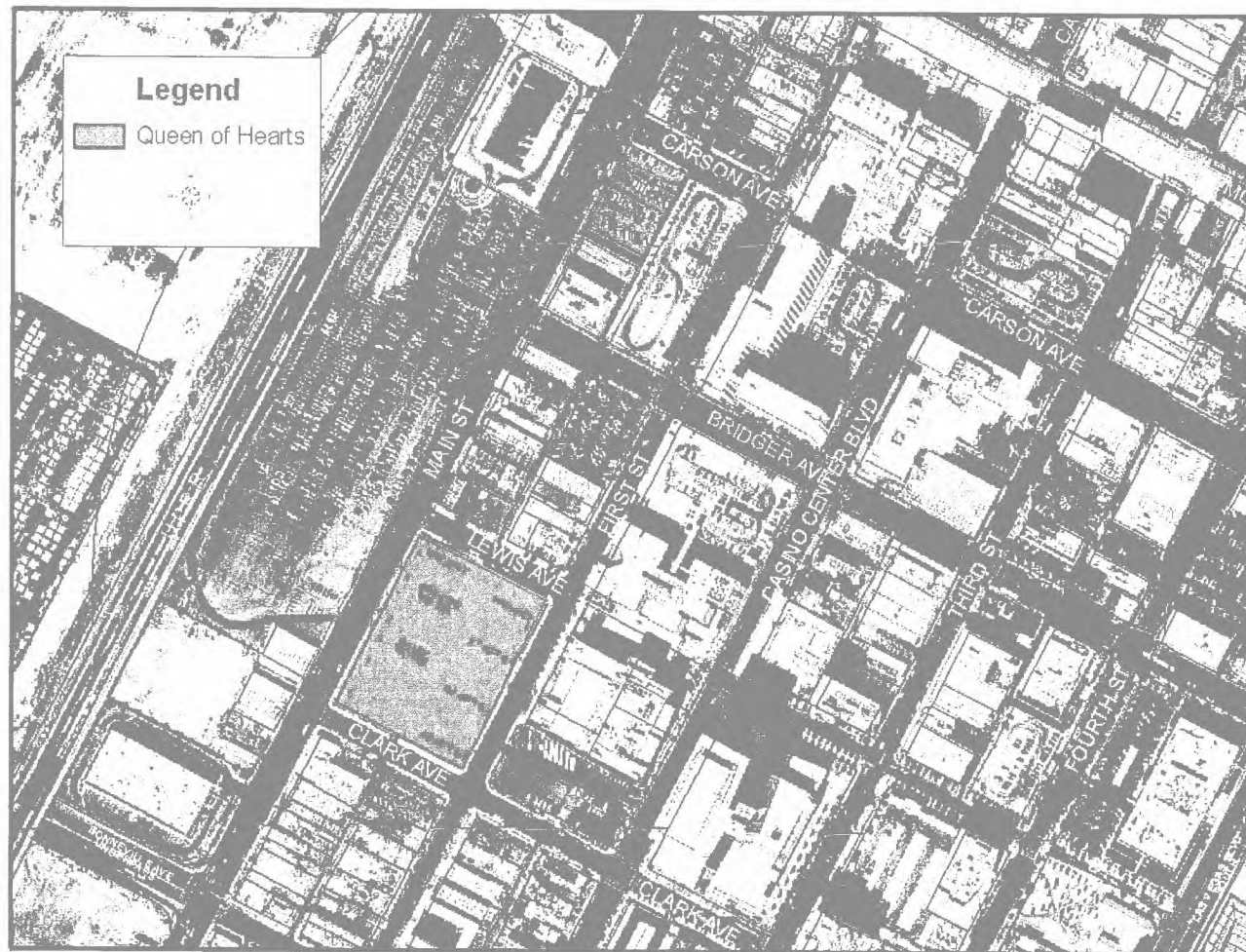
Sites to be Exchanged

- Parcels P and Q on Union Park
- City block bounded by Main, Lewis, First, and Clark (contains the Queen of Hearts)

Parcels P/Q – Union Park



Queen of Hearts Block



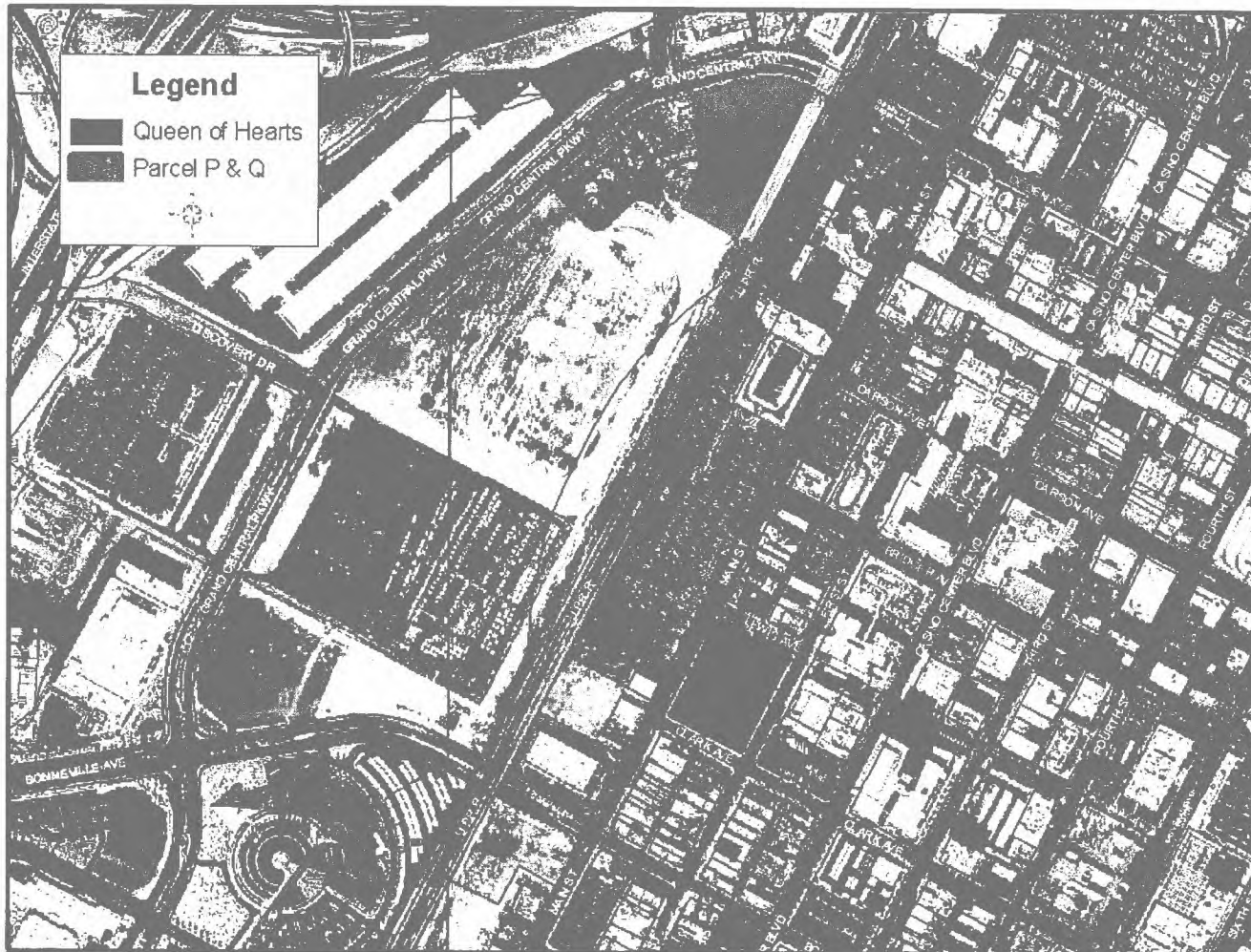
Terms of ENA

- 120 days with 60 day extension
- LWLV works out due diligence on P/Q
- Defines development partner for Parcel P/Q
- City works out due diligence for City Hall on Queen of Hearts block

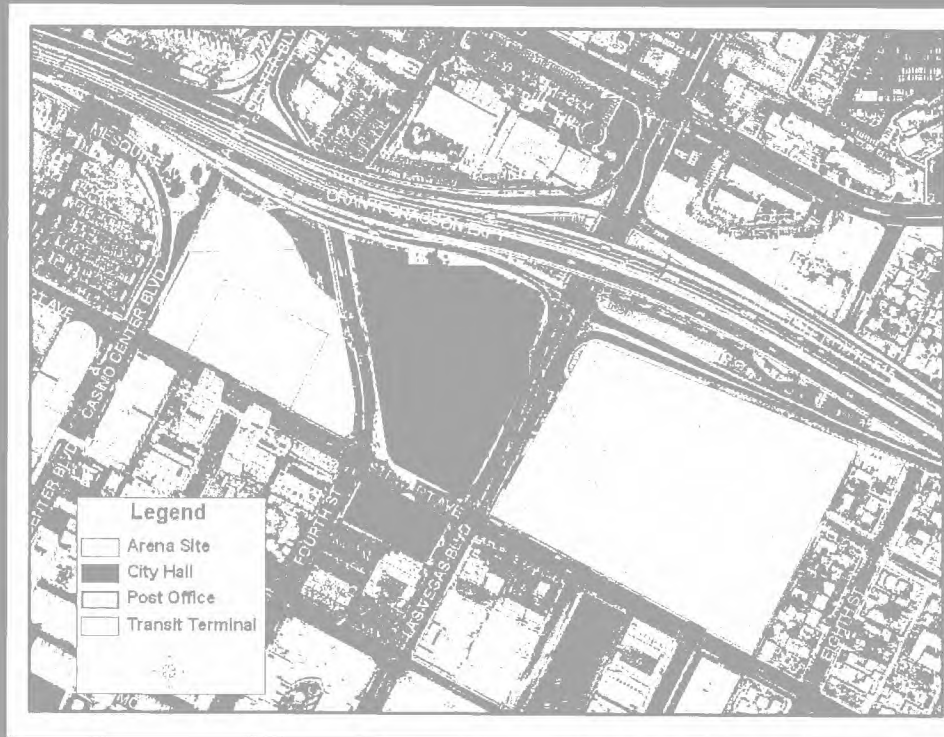
Projects Affected

- Provides permanent City Hall Site
- Makes way for arena by allowing current city hall site to be part of development
- Makes catalytic commitment to Live Work Las Vegas
- Secures a development/gaming partner for P/Q

Project Locations



Arena Site



- Exact size depends on status of Post Office block
- Current City Hall site critical
- Potential \$400 mil. arena plus extensive mixed use (\$1 – 2 bil.)

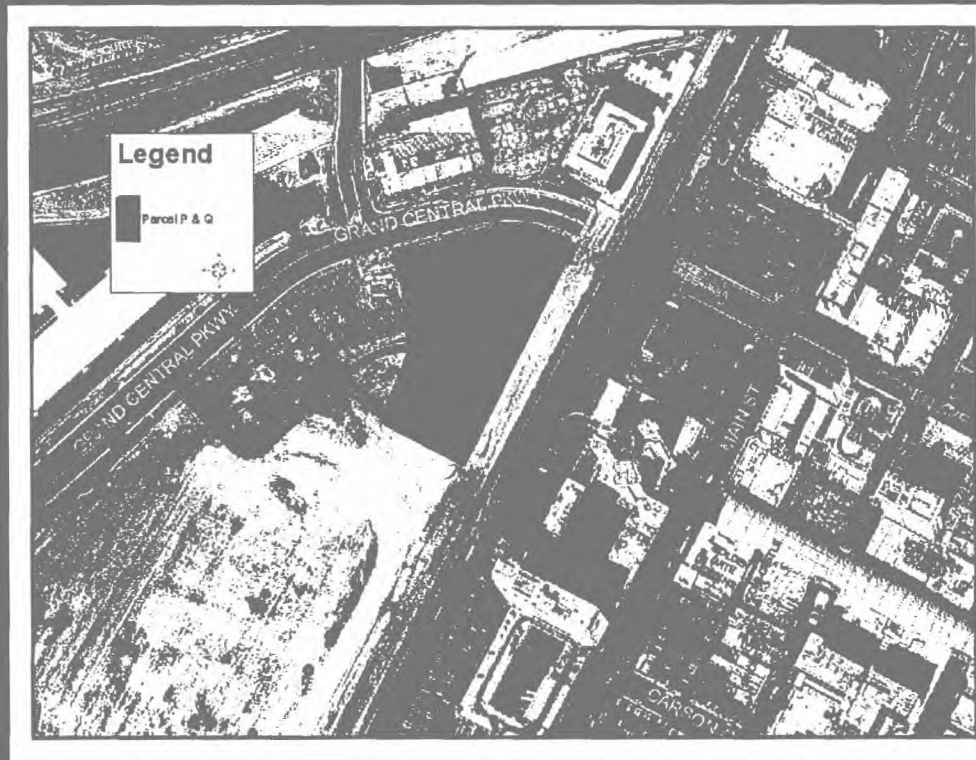
Live Work Las Vegas

- 5 block mixed use development
- Contains RTC intermodal transit terminal
- Potential arena site
- Requires MOU with City
- Developer: Forest City

City/Live Work MOU

- Create definitive master plan
- Integration of City Hall
- Define private development scope
- Look at parking needs for total development
- Traffic issues:
 - Clark-Bonneville Couplet
 - Transit terminal
 - Street closure
- Potential TIF support

Parcel P/Q Development



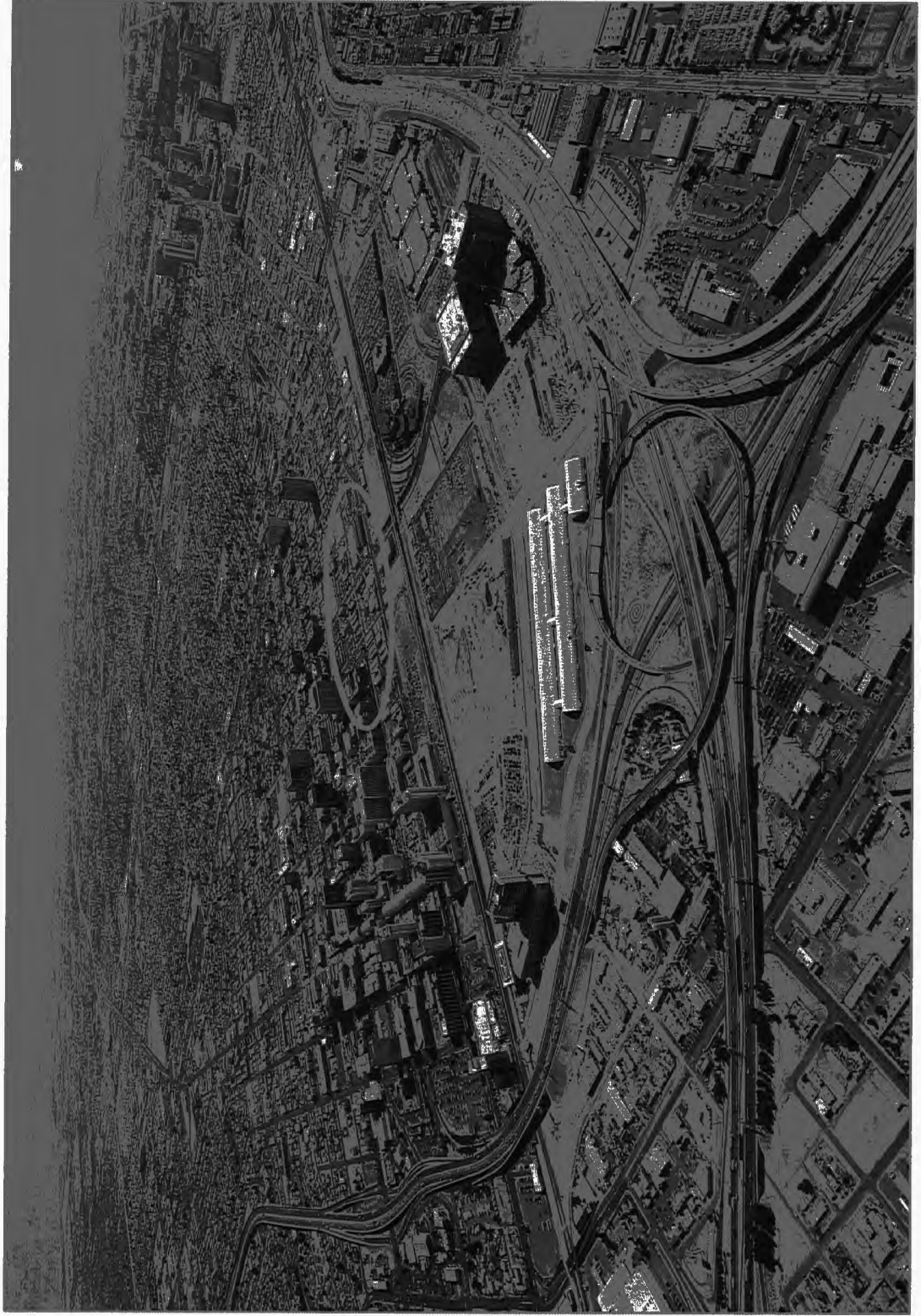
- 1000 room gaming hotel
- Potential for over \$1 billion development
- Developer: Forest City
- Gaming Partner: TBD

April 2007

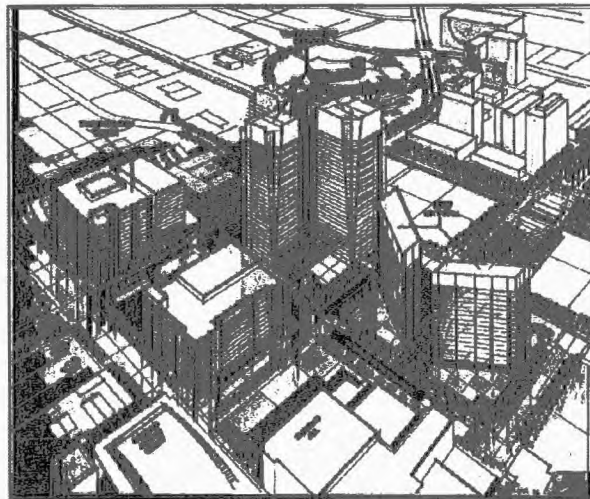
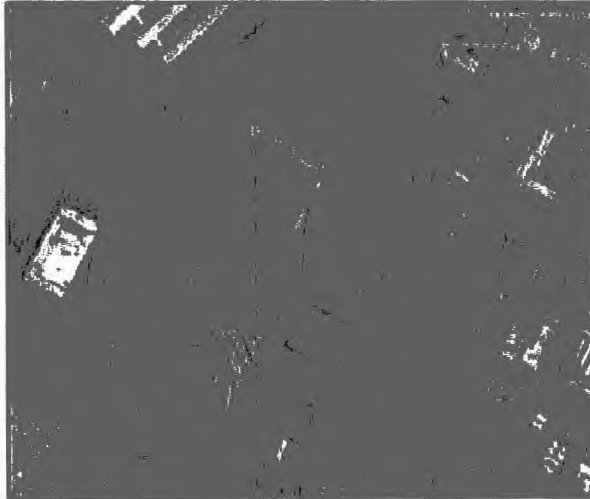


Submitted after City Council
Date 4/18/07 Item 56

Location



Vision: Civic Center



- ⊙ Central business and Government district for Las Vegas Valley
- ⊙ To be the epicenter and principal connection point for:

Arts District



Fremont Street

Downtown Las Vegas



Union Park

Regional Justice Center



Transit Center

Centralized shopping



Commercial Offices

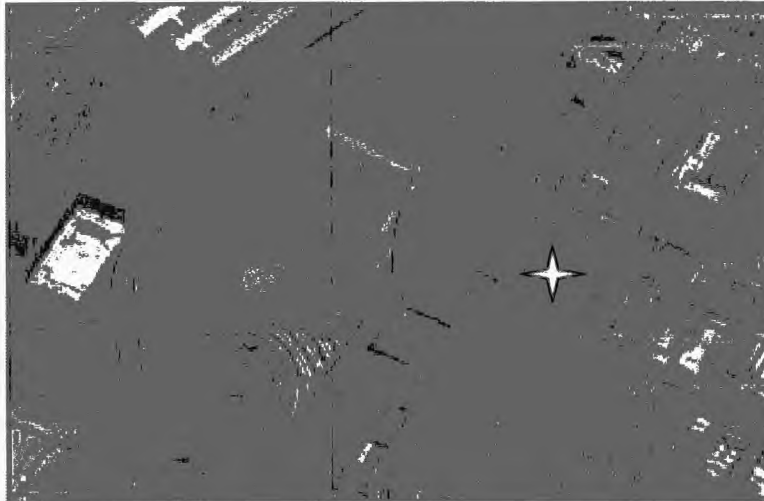
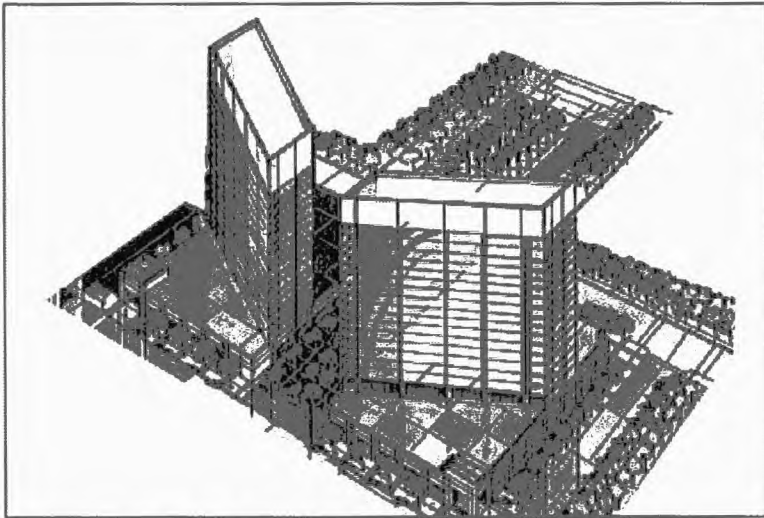
Easy Access



I-15, Las Vegas Blvd.

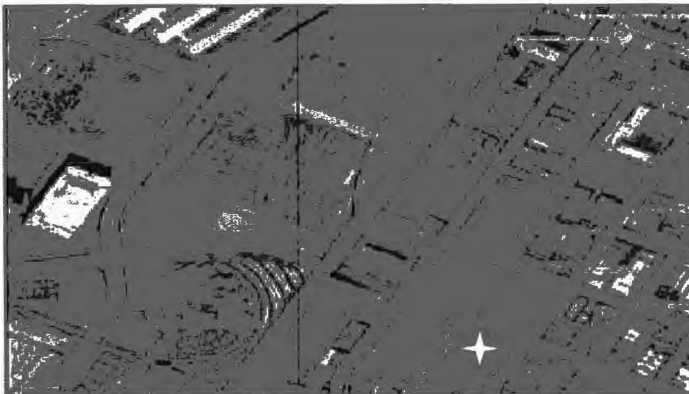
City of Las Vegas Civic Center -
Confidential

City Hall



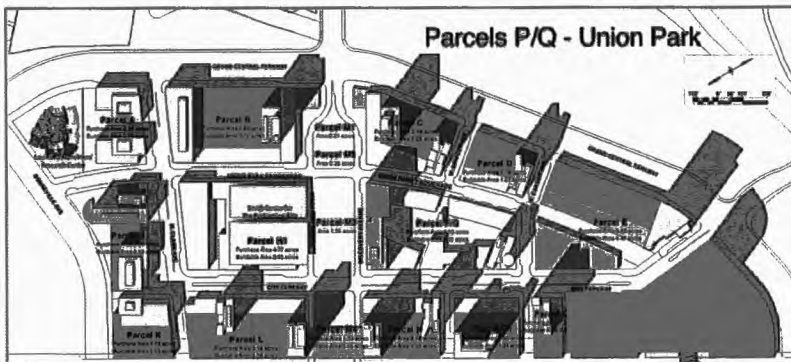
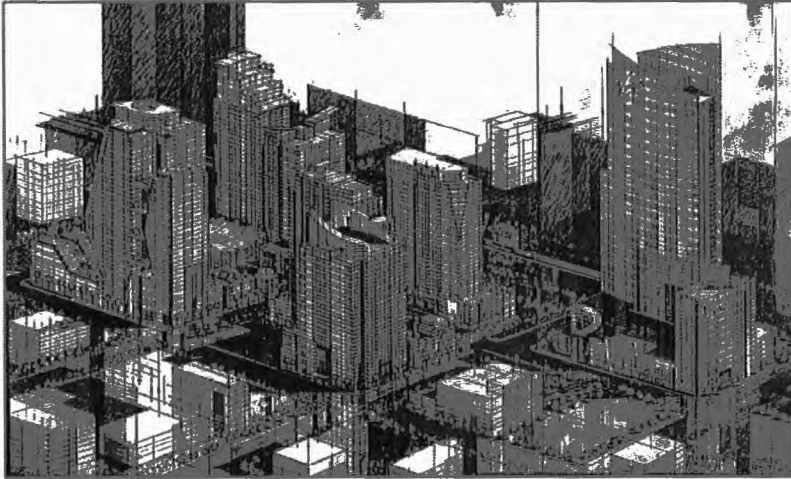
- ⊙ 300,000+ square feet iconic structure located in the heart of the Las Vegas Valley
- ⊙ Key transition point to Union Park and the City of Las Vegas
- ⊙ Will house City offices and Metro
- ⊙ Ground floor retail
- ⊙ Start of the First Street Esplanade

Transit Terminal



- ⊙ Transit hub for Las Vegas Valley
- ⊙ Central location: Arts District, Civic Center, Union Park, Fremont Street
- ⊙ Max System (Downtown Connector) Deuce Bus System
- ⊙ Future connection to: Light Rail and Monorail

Vision: Parcel P & Q Hotel Casino



- ⊙ Downtown needs iconic new gaming development
- ⊙ Site creates extension of gaming district
- ⊙ Creates “fun” diversification to Union Park
- ⊙ In ground development to north end of the “61 Acres”

Retail

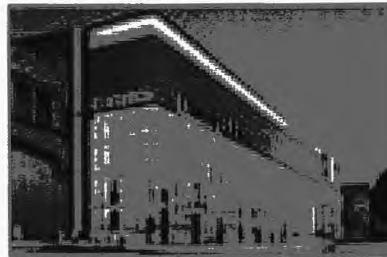


- Bi-level of retail
- Retail esplanade to go from Lewis to Bonnevillle
- Plaza level for restaurants and special events

Premier urban retail developer – Forest City Enterprises
\$8.5 billion portfolio



Victoria Garden,
California



Westfield San
Francisco Centre

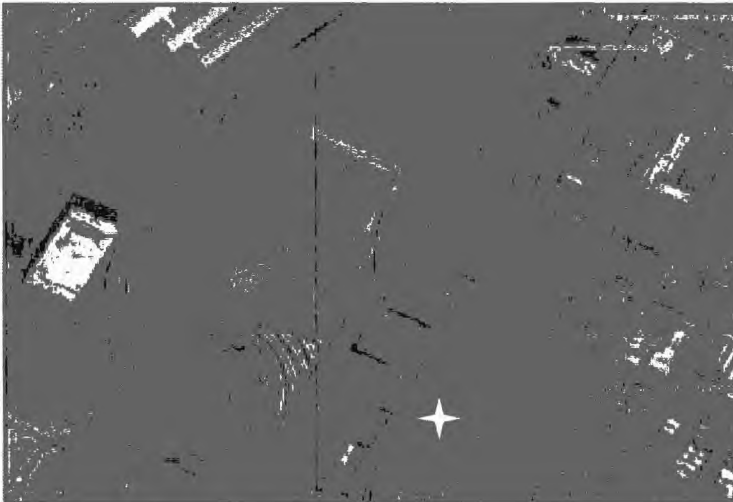
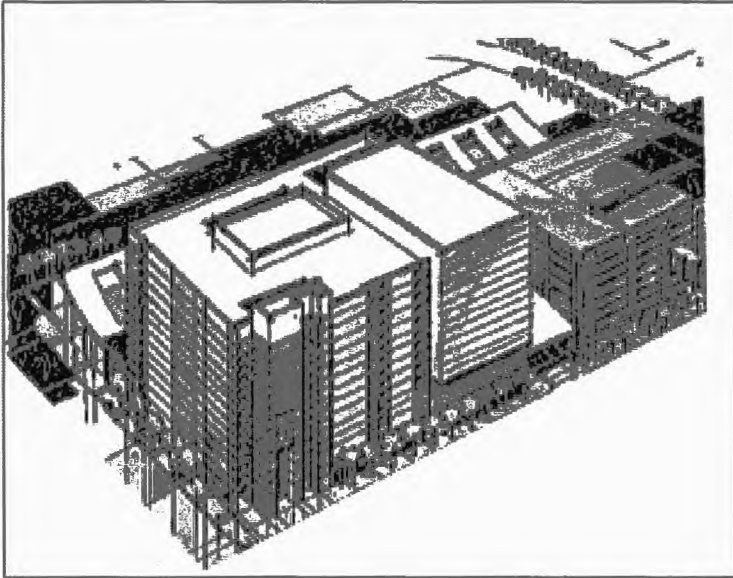


Atlantic Yard
Terminal, NYC



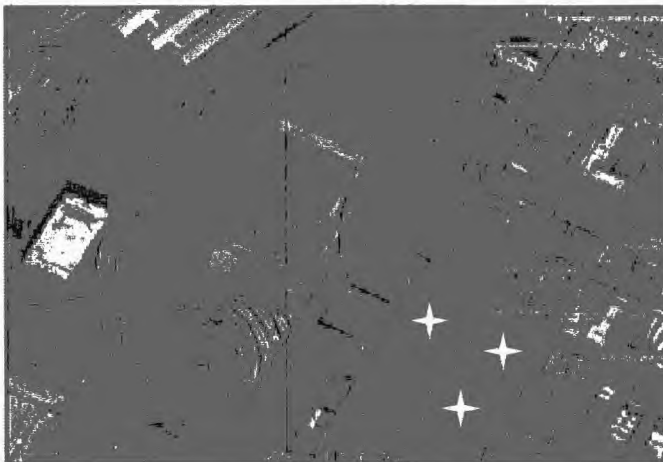
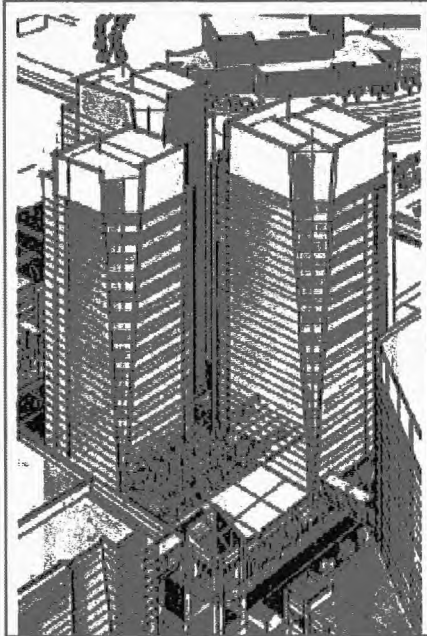
Tower City Center,
Cleveland

Parking Garage



- ⊙ One parking facility to service entire 5 block Civic Center
- ⊙ 24-hour 4,500 car automated, attended parking system
- ⊙ Financial responsibility of the Developer
- ⊙ No risk to the City

Commercial Office



- ⊙ Up to 1,000,000 square feet of new office development
- ⊙ Could serve as extension of Clark County Judicial campus
- ⊙ Central business district for the Las Vegas Valley
- ⊙ Ideally located within the Civic Center

Highlights

- ⊙ Five block center for the City of Las Vegas
 - City Hall
 - Transit terminal
 - 4,500 car parking garage
 - Extension of Clark County Judicial Campus
 - 4,000 linear feet of Downtown Active Retail – over 350,000 square feet
 - Transition platform to Union Park
 - Connection to Arts District



Las Vegas Land Partners, LLC

David Mitchell

Barnet L. Liberman

415 S. Main Street

2nd Floor

Las Vegas NV 89101

(702) 257-0848

djm@mitchellholdings.com

41 E. 60th Street

6th Floor

New York NY 10022

212-486-4444 office

917-362-8787 cell

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding an Exclusive Negotiation Agreement between the City of Las Vegas and Laurich Properties, Inc., for the development of a commercial retail center containing no less than 100,000 square feet of total gross leasing area, with a full-service grocery store at least 40,000 square feet in size, located at the southwest corner of Martin L King Boulevard and Lake Mead Boulevard (APNs 139-21-313-005 and 009) - Ward 5 (Williams)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Development of a commercial retail center containing no less than 100,000 square feet of total gross leasing area, with a full-service grocery store at least 40,000 square feet in size, located at the southwest corner of Martin L King Boulevard and Lake Mead Boulevard (APNs 139-21-313-005 and 009)

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

Exclusive Negotiation Agreement

Motion made by BRENDA J. WILLIAMS to Hold in Abeyance to 6/20/2007

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

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

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, paraphrased the information under the Subject section. The agreement includes the ability to continue discussions with Tesco during the 120-day ENA period, should HANK GORDON, owner of Laurich Properties, not be able to perform.

CITY COUNCIL MEETING OF: APRIL 18, 2007

COUNCILWOMAN WILLIAMS indicated her desire to hold this matter in abeyance to 6/20/2007, pending a neighborhood meeting on 5/8/2007 and the election of a Ward 5 representative. MR. GORDON has agreed to attend the neighborhood meeting. MR. ADAMS indicated that staff would be happy to participate in arranging the neighborhood meeting.



EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT is entered into this _____ day of _____, 2007, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter the "City") and **Laurich Properties, Inc.**, (hereinafter the "Developer") (and collectively known as the "Parties"), on the terms and provisions set forth below.

WHEREAS, Developer desires to undertake to purchase or lease and thereafter develop certain real property depicted and described in **Exhibit "A"** attached hereto and incorporated herein (hereinafter "Site"); and

WHEREAS, City has received, and desires to consider at a future date, a request from the owner and operator of the adjacent McDonald's restaurant to purchase additional real property from City as graphically depicted on **Exhibit "B"** attached hereto and incorporated herein; and

WHEREAS, Developer desires to enter into exclusive negotiations with City concerning the Developer's plans for the development of the Site and WITH THE INTENT TO ENTER INTO A "DISPOSITION AND DEVELOPMENT AGREEMENT" AT THE CONCLUSION OF THE NEGOTIATING PERIOD or some earlier period, as defined hereafter.

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

I. [§100] Negotiations

A. [§101] Good Faith Negotiations

City and Developer agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a DISPOSITION AND DEVELOPMENT

2/6

AGREEMENT (hereinafter "DDA") to be considered for execution between City and Developer, in the manner set forth herein, with respect to the development of the Site located in Las Vegas as shown on the Site Map of **Exhibit "A1"**. City agrees, for the period set forth below, and except as set forth below, not to negotiate with any other person or entity regarding development of the Site or any portion thereof. Developer acknowledges the City's right to continue development and land sale discussions with **Tesco** and/or **Tesco's** preferred developer during the term of this agreement without executing a binding agreement for the Site with same.

B. [§102] Negotiation Period

The duration of this Agreement shall be **one hundred twenty (120) days** from the date of full execution by City and Developer (hereinafter "Negotiation Period"). If upon the expiration of the Negotiation Period, Developer has not signed and submitted the DDA to City, then this Agreement shall automatically terminate. City and Developer each have the right to terminate this agreement for any reason with a thirty (30) day prior written notice to the other party.

II. [§200] Development Concept

A. [§201] Scope of Development

The negotiations hereunder shall be based on a development concept, which shall include the development of the Site into a commercial retail development containing no less than 100,000 square feet of total gross leasing area, with a full-service grocery store at least 40,000 square feet in size.

Developer shall use primarily its own principals to develop, market, and lease any and all developed retail spaces constructed for development of the Site. Execution of the DDA is contingent upon City's acceptance of Developer's conceptual design and

2/6

architectural plans and Developer's evidence of financial resources to complete the project. The DDA will consider, among other things, the purchase by and/or lease, and the sale and conveyance of the Site to the Developer. Developer will commit to purchase or lease the Site and to close escrow, if necessary, no later than ninety (90) days subsequent to the execution of the DDA.

B. [§202] Developer's Findings, Determinations, Studies and Reports

Developer shall submit to City written progress reports every sixty (60) days describing the status of Developer's performance, including full disclosure of anchor grocery chain names under consideration for lease; any reports and studies completed, and the expected progress to be made in the next succeeding period. Upon reasonable notice, requested by City, Developer agrees to make oral progress reports advising City or the Las Vegas City Council on all matters and all studies being made by Developer. ALL REPORTS AND STUDIES SHALL BECOME THE PROPERTY OF CITY.

III. [§300] Purchase Price and/or Other Consideration

Upon the execution of the DDA by both parties, Developer shall pay City a non-refundable down payment of 10% of the purchase price or other consideration to be paid by Developer under the DDA; except that said deposit shall be refundable in the event that the City is in default and not able to comply with the terms of the DDA, as shall be more particularly set forth therein. The purchase price and/or other consideration to be paid by Developer under the DDA will be established by City after negotiation with Developer. Such purchase price and/or other consideration will be based upon such factors as market conditions, density of development, costs of development, risks of City, risks of Developer, estimated or actual Developer profit, public purpose and/or fair value for the uses permitted to be developed and

2/8

financial requirements of City, and will be subject to approval by City and the Las Vegas City Council after a public hearing as required by law.

IV. [§400] Developer

A. [§401] Nature of Developer

Developer will be an entity, which is affiliated with, operated by and controlled by Laurich Properties, Inc., a Nevada Corporation.

B. [§402] Office of Developer

The principal office of Developer is:

Laurich Properties, Inc
1770 N Buffalo Drive Suite 101
Las Vegas, Nevada 89128
Attn: Hank Gordon, Chairman and CEO

C. [§403] Full Disclosure of Principals

Developer is required to make full disclosure to City of its principals, officers, major stockholders, major partners, joint venture partners, key managerial employees and other associates, and all other material information concerning Developer and its associates. Any significant change in the principals, associates, partners, joint venture, negotiators, development manager, consultants, professionals and directly-involved managerial employees of Developer is subject to the approval of City. Any and all information, documentation, etc., disclosed shall remain confidential as a trade secret to Developer and as proprietary. City shall return all "Proprietary Information" & "Confidential" documents after completion of an analysis.

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as **Exhibit "C"**, all principals, including, partners or members of **Laurich Properties, Inc.**, as well as all persons and entities holding more than 1% interest in said company or any principal,

partner or member of the same. Throughout the term hereof, Developer shall provide written notification of any material change in the above disclosure within 15 days of any such change, pursuant to Section XI (Notices).

V. [§500] Developer's Financial Capacity

A. [§501] Financial Ability

Prior to execution of the DDA, Developer shall submit to City satisfactory evidence of its ability to finance and complete the development. Evidence to include, but is not limited to: Corporate Bank Statements, Corporate Balance Sheet, Corporate Profit & Loss Statement, Corporate Tax Returns, Corporate Credit Report. These documents shall be stamped "Proprietary Information" & "Confidential" upon submission by the Developer to maintain confidentiality. City hereby agrees not to disclose any of the information contained in the foregoing and to keep same confidential. City shall return all "Proprietary Information" & "Confidential" documents after completion of an analysis.

B. [§502] Construction Financing

Developer's proposed method of obtaining construction financing for the development of the Site shall be submitted concurrently with Developer's proposed DDA to City for approval.

C. [§503] Long-Term Development Financing

Developer's proposed method of obtaining long-term development financing shall be submitted concurrently with Developer's proposed DDA to City for approval.

D. [§504] Full Disclosure of Financing

Developer will be required to make and maintain full disclosure to City of its methods of financing to be used in the development of the Site.

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VI. §600 Developer's Responsibilities

A. §601 Return of Site to Original Condition

Developer hereby agrees to return the Site to its original condition upon completion of any investigations requiring access to the Site. This includes replacement of a dust palliative, which may be disturbed by vehicles and personnel permitted to access the Site.

B. §602 Indemnification and Hold Harmless

Developer will indemnify and hold harmless City, its officers, employees and agents from and against any claims, demands or causes of action caused by Developer or persons acting on behalf of Developer in carrying out their responsibilities in accessing the Site.

VII. §700 City's Responsibilities

A. §701 City Assistance and Cooperation

City shall cooperate fully in providing Developer with appropriate information and assistance.

B. §702 Right to Enter

(a) Physical Review The Developer at its sole cost and expense will have the Term of this agreement to conduct a physical inspection of the Site. During this Term, the Developer, and its representatives (including architects and engineers) will have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of Nevada as the Developer may reasonably require, provided that such inspections and tests will not materially damage the Site in any respect. All material in the City's possession related to the physical condition of the Site, including, without limitation, all reports and

documents related to the environmental condition of the Site will be provided to the Developer as set forth in Section 5 above.

(b) Plan The Developer agrees that prior to undertaking any type of tests, investigations or other activities which involve borings, soil removal or any other penetration of the ground surface of the Site, the Developer will provide the City with a written plan for such activities which will set forth the intended actions and the steps to be taken to comply with the provisions of this paragraph (b). Such plan will set forth precautions to be taken to insure that the Site will not be negatively impacted. The Developer agrees that such plan will be subject to the approval of the City, which approval shall not be unreasonably withheld, and that City representatives may be present during such activities.

(c) Restoration All such tests and inspections shall be conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations. The Developer will promptly restore the Site to its original condition as existed prior to any such inspections and/or tests. If the Developer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be re-compacted to the original condition of the Site and the Developer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been re-compacted to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, the Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City and their respective affiliates or assignees and their respective officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature

ab

growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof), where such personal injury, death, loss, destruction or damage arises as a result of the activities of Developer, its agents, representatives and/or employees. If the Developer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, the Developer will immediately notify the City of the same. The indemnity obligations of the Developer under this Section will survive any termination of this Agreement. The Developer covenants and agrees upon request of the City to promptly deliver to the City without charge therefore, the results and copies of any and all environmental reports and related correspondence.

VIII. [\$800] Real Estate Commission

The City shall not be liable for any real estate commission or brokerage fees, which may arise herefrom. The City and Developer each represent to one another that it has engaged no broker, agent or finder in connection with this transaction. The City agrees to hold Developer harmless from any claim by any broker or finder retained by the City and the Developer agrees to hold the City harmless from any claim by any broker or finder retained by Developer.

IX. [\$900] Limitations of this Agreement

By its execution of this Agreement, City is not committing itself to or agreeing to undertake:

(a) any sale, lease or other disposition of land to Developer; or (b) any other acts or activities requiring the subsequent independent exercise of discretion by the City or any City department or board thereof.

This Agreement does not constitute a disposition of property or exercise of control over property by the City. Execution of this Agreement by City is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by City and the Las Vegas City Council as to any and all proceedings and decisions in connection therewith.

X. [§1000] Conflict of Interest

A. An official of the City, who is authorized in such capacity and on behalf of 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. Developer represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of Developer on **Exhibit "C"**, "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.

XI. [\$1100] Notices

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 (i) when received by the party to whom it is directed by hand delivery or personal service, (ii) when transmitted by facsimile with confirmation of transmission, (iii) three business days after being sent by U.S. mail via certified mail-return receipt requested, or (iv) one business day after being deposited with a reputable overnight courier for next business delivery, at the following addresses:

If to Developer:

Hank Gordon, Chairman and CEO
Laurich Properties, Inc
1770 N Buffalo Drive, Suite 101
Las Vegas, Nevada 89128

If to City:

Scott D. Adams, Director
Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

Phone: 702-229-6551
Fax: 702-385-3128

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to Negotiate Exclusively on the date set forth above.

City of Las Vegas

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

Beverly K. Bridges, CMC Acting City Clerk

APPROVED AS TO FORM:

Thomas R. Green 4/4/07
Date

Laurich Properties, Inc.

By: Frank Soule
Chairman

EXHIBIT "A"
A.P.N. 139-21-313-005, -009
PORTION OF LOT 7
LAS VEGAS ENTERPRISE PARK S.F. 90-33

That portion of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of LOT 7 of the LAS VEGAS ENTERPRISE PARK, AMENDED as shown on Record of Survey in File 90, Page 33 recorded July 17, 1997 of Clark County, Nevada Records, described as follows:

COMMENCING at the northeast corner of the Southwest Quarter (SW 1/4) of said Section 21; thence along the east line of said Southwest Quarter (SW 1/4), South $00^{\circ}17'00''$ West 306.28 feet; thence departing said east line, North $89^{\circ}43'00''$ West 55.00 feet to the POINT OF BEGINNING at the east line of said LOT 7 as shown on said Record of Survey; thence parallel with the south line of LOT 7A in said Record of Survey, North $89^{\circ}43'00''$ West 220.09 feet; thence parallel with the west line of said LOT 7A, North $00^{\circ}27'03''$ East 242.09 feet to the north line of said LOT 7 on the south line of north 65.00 feet of said Southwest Quarter (SW 1/4); thence along said north line, North $89^{\circ}32'57''$ West 5.81 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 100.00 feet; thence northwesterly through a central angle of $18^{\circ}11'42''$ and an arc length of 31.76 feet to a point of a reverse curve, concave southwesterly, having a radius of 100.00 feet; thence westerly through a central angle of $18^{\circ}11'42''$ and an arc length of 31.76 feet to the south line of north 55.00 feet of said Southwest Quarter (SW 1/4); thence along the south line of said north 55.00 feet, North $89^{\circ}32'57''$ West 37.55 feet; thence North $88^{\circ}16'34''$ West 225.06 feet to the south line of the north 50.00 feet of said Southwest Quarter (SW 1/4); thence departing the south line of said north 50.00 feet and the north line of said LOT 7 and along the east line of LOT 7-1 as shown on Record of Survey in File 116, Page 32 of Clark County, Nevada Records, South $00^{\circ}17'00''$ West 720.51 feet to the south line of said Lot 7; thence along the south line of said LOT 7, South $89^{\circ}43'00''$ East 649.70 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 25.00 feet; thence northeasterly through a central angle of $90^{\circ}00'00''$ and an arc length of 39.27 feet to the east line of said LOT 7 and the west line of east 60.00 feet of the Southwest Quarter (SW 1/4) of said Section 21; thence along said west line, North $00^{\circ}17'00''$ East 200.00 feet to the beginning of a tangent curve, concave easterly, having a radius of 100.00 feet; thence northerly through a central angle of $12^{\circ}50'19''$ and an arc length of 22.41 feet to a point of reverse curve, concave westerly, having a radius of 100.00 feet; thence northerly through a central angle of $12^{\circ}50'19''$ and an arc length of 22.41 feet to the west line of east 55.00 feet of said Southwest Quarter (SW 1/4); thence along the west line of said east 55.00 feet, North $00^{\circ}17'00''$ East 192.64 feet to the POINT OF BEGINNING.

The above described parcel of land contains an area of 429,811 square feet or 9.867 acres, more or less.

Prepared by:
Brian Yu PLS,
731 South Fourth Street,
Public Works,
City of Las Vegas, NV 89101

2/8



Exhibit A1

Legend



10 Acre Retail Site



LV Enterprise Park

03/21/2007



EXHIBIT "B"

THE NE 1/4, SW 1/4, SEC 21, T20S, R61E, M.D.M.
PORTION OF LOT 7 LAS VEGAS ENTERPRISE PARK
AMENDED S.F. 90-33

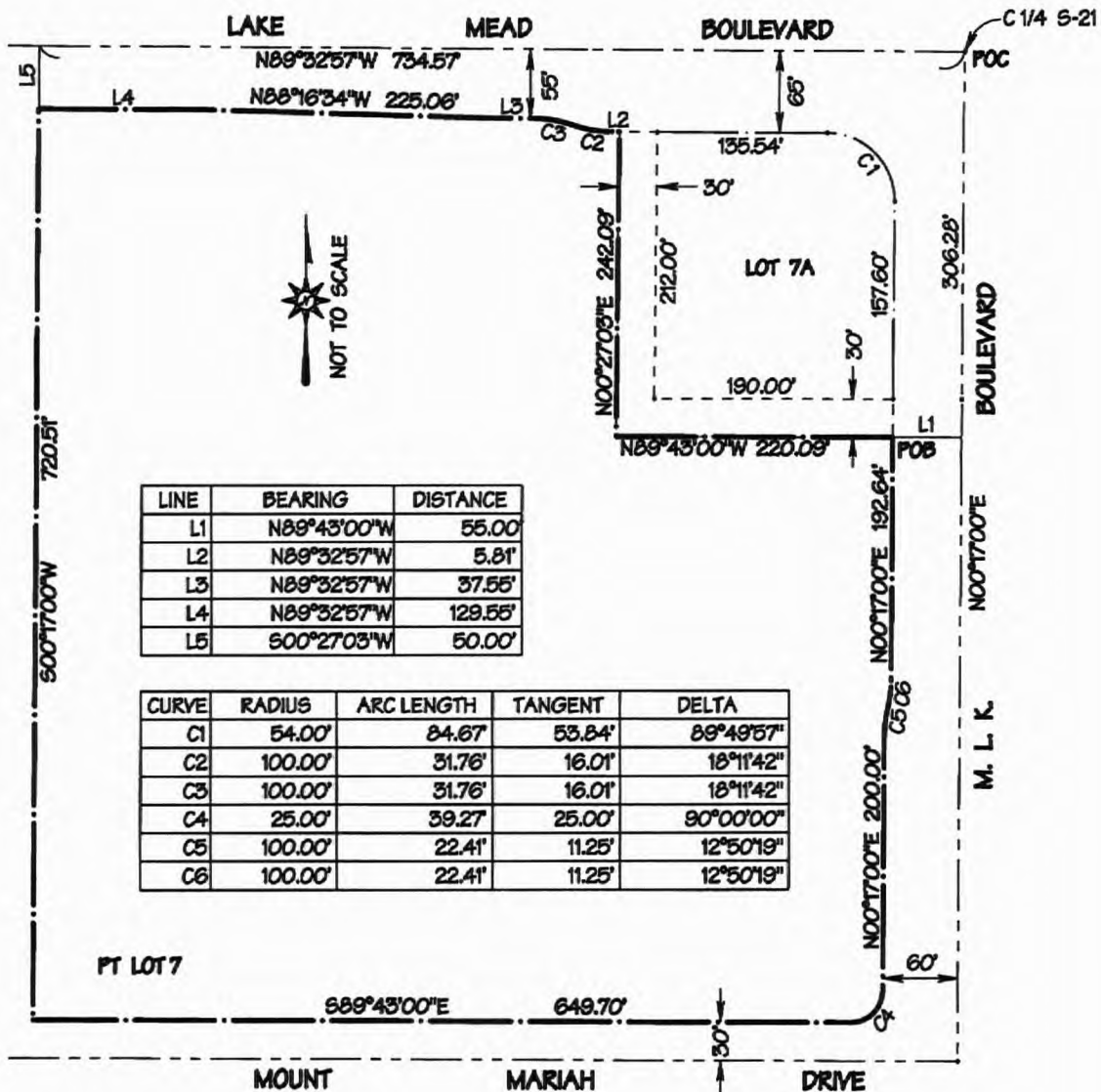


EXHIBIT "C"

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 LAUREL PROPERTIES, INC.	Block 2 Description Exclusive Negotiation Agreement
Name 1770 N. BUFFALO DR.	
Address LAS VEGAS, NEV. 89128	
Telephone 702-220-4500	
EIN or DUNS 88-0330503	Contract No.
Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:	

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**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.	HANK GORDON	1440 N. BUFFALO DR.	702-220-4500
2.	LAURA GORDON SHUSTER	11	11
3.	RICHARD GORDON	11	11
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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: _____

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: ____.

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

[Signature]

Date

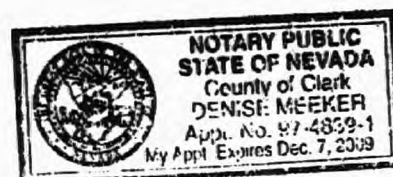
MARCH 30, 2007

Subscribed and sworn to before me this 30 day of

March, 2007

[Signature]

Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding a Real Property Purchase and Sale Agreement between City Parkway V, Inc., and the McKellar Development Group, Inc., for 2.40 acres of land at the Las Vegas Technology Center located between Tenaya Way and U.S. 95 north of Cascade Valley Court for the purpose of constructing a 127 room hotel and designating that those funds be deposited into the Industrial Revenue Fund (\$2,507,989 Gain - City Parkway V, Inc.) - Ward 1 (Tarkanian) [Note: This item will be trailed to be heard after the related Item 75 (R-26-2007)]

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount: \$2,507,989.00 (Gain)

Funding Source: Industrial Revenue Fund

Dept./Division: Office of Business Development/ City Parkway V, Inc.

PURPOSE/BACKGROUND:

McKellar Development Group wishes to purchase 2.40 acres of vacant land adjacent to the existing McKellar Development Group owned hotel at the Las Vegas Technology Center for the construction of a new 127 room hotel. The project will produce \$13,000,000 in new investment, 140 construction related jobs and 48 permanent jobs.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Real Property Purchase and Sale Agreement
2. Site Map

Motion made by LOIS TARKANIAN to Approve

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

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

Minutes:

See Item 75 for related discussion.

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, entered into this 18th day of April, 2007, by and between CITY PARKWAY V, Inc., a Nevada nonprofit corporation ("City Parkway V"), and McKellar Development Group, Inc. or its assignee or nominee pursuant to Section 22 (hereinafter the "Developer").

WITNESSETH:

WHEREAS, CITY PARKWAY V owns certain real property that is located within what is known as the Las Vegas Technology Center (hereinafter the "Technology Center"); and

WHEREAS, the Technology Center is comprised of approximately two hundred fifty (250) acres that is bounded by the Oran K. Gragson Highway on the east, Cheyenne Avenue on the north, the Gowan detention basin for the Clark County Regional

Flood Control district on the west, and Smoke Ranch Road on the south; and

WHEREAS, CITY PARKWAY V desires to sell to the Developer or its nominee, and the Developer desires that it or its nominee purchase from CITY PARKWAY V, a portion of said CITY PARKWAY V -owned property, that portion being referred to hereinafter as the "Site;" and

WHEREAS, the Site is subject to that certain document entitled "Las Vegas Technology Center Third Amended Declaration of Covenants, Conditions and Restrictions - September 1991", which is recorded in the records of the Clark County Recorder at Book 920210, Instrument 01115; and amended in the Fourth Amended Declaration of Covenants, Conditions and Restrictions, which is recorded in Book 200007 07, Instrument 01585; of the Clark County Recorder (hereinafter collectively the "CC&R's)

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions of the purchase and sale of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to accomplish the sale to and purchase by the Developer of the Site as hereinafter described. As used hereinafter, the "Developer" refers to the Developer, or its nominee or assignee, subject to the provisions of Section 22.

2. THE SITE

The Site, consisting of Two point Four Zero (2.40) acres, is depicted generally in Exhibit A, and is described more particularly in Exhibit B. Exhibits A and B are attached hereto and incorporated herein by this reference. The Site consists of unimproved land to which the utilities and infrastructure and all off-site improvements (excluding sidewalks and driveways) are available. It is the sole responsibility of the Developer to obtain and connect the necessary services from the local utility companies.

City Parkway V agrees to deal in good faith with Developer in granting easements across, through and under other property owned by City Parkway V for the purpose of bringing utilities to the Site if the existing utility connections are not practical for Developer's planned development of the Site.

3. GENERAL SCOPE OF ACQUISITION

By executing this Agreement, CITY PARKWAY V agrees to sell to the Developer, and the Developer agrees to purchase, the Site as described above.

4. ACQUISITION OF SITE

The Purchase Price for the Site is Two Million Five Hundred Seven Thousand Nine Hundred Eighty Nine Dollars (\$2,507,989.00) (hereinafter "Purchase Price"). The Purchase Price is based on Twenty Three Dollars and Ninety Nine Cents (\$23.99) per square foot for the Site, which contains One Hundred Four Thousand Five Hundred Forty Four (104,544) square feet. The entire Purchase Price for the Site is due and payable at or before the close of escrow as described in Section 14. For purposes of determining the Purchase Price, the area of the Site does not include dedicated rights-of-way or any public or

utility easement that is not available for use for buildings, parking or landscaping.

5. SITE DEVELOPMENT

The Developer agrees that:

- a. Any and all development on the Site will conform to the procedures and limitations contained in the CC&R's, zoning regulations and all applicable building and other codes as adopted by the City of Las Vegas.
- b. To utilize the Site for the purpose of constructing an approximately 127 room limited service hotel, related parking and facilities. The building is planned for approximately 64,900 sq. ft. The concept site plan is attached as Exhibit G. The Developer agrees to develop all setbacks, landscaping, sidewalks, parking lots, driveways, sewer lines, on-site utilities, and other on-site improvements and construct the hotel within the time schedule set forth in Section 5
- c. Within twenty-one (21) months after the acquisition of the Site, the Developer will begin construction and will complete such construction within twenty-four (24) months after commencement thereof, or within such additional

time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God, by the City of Las Vegas planning and approval process or other events reasonably beyond the Developer's control. The construction of improvements upon the Site will be considered completed for purposes of this Agreement at the time that the City of Las Vegas issues a Certificate of Occupancy.

- d. The Developer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines, and other on-site improvements.

Failure on the part of the Developer, after acquisition of the Site, to comply with the provisions of this Section 5 shall entitle CITY PARKWAY V, at its sole discretion, to exercise its rights under Section 15.

6. GENERAL REPRESENTATIONS

CITY PARKWAY V and the Developer each represent and warrant that:

- a. This Agreement and all agreements, instruments and documents herein provided to be executed are duly executed and binding on the parties;
- b. The execution, consent or acknowledgment of no other party is necessary to effect the obligations of CITY PARKWAY V or the Developer as provided in this Agreement;
- c. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement.

7. EARNEST MONEY DEPOSIT

Concurrently with its execution of this Agreement, the Developer has delivered to CITY PARKWAY V a deposit (the "Earnest Money Deposit") in the form of either cash or a cashier's check in the amount of One Hundred Thousand Dollars (\$100,000). Prior to the CITY PARKWAY V's execution of this Agreement, any attempt on the part of the Developer to revoke its offer to enter into this

Agreement or to materially modify the terms hereof without CITY PARKWAY V consent shall entitle CITY PARKWAY V to retain the Earnest Money Deposit.

Upon fulfillment of all conditions necessary to enable escrow to close with respect to the Site, the Earnest Money Deposit shall be applied toward the purchase of the Site.

8. ACQUISITION AND CONVEYANCE

In accordance with and subject to all the terms, covenants and conditions of this Agreement, CITY PARKWAY V agrees to convey to the Developer and Site in accordance with this Agreement. Except as otherwise specifically provided, all closing and escrow costs related to the conveyance of the Site to the Developer shall be borne by the parties in equal shares.

9. ESCROW

The Developer agrees to open an escrow with Valerie K. Bussey, Nevada Title Company, 2500 N. Buffalo Drive, Suite 150, Las Vegas, Nevada 89128 (the "Title Company"), as escrow agent (the "Escrow Agent"), within Twenty (20) days after the effective date of this Agreement. This Agreement constitutes the joint

escrow instructions of CITY PARKWAY V and the Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. CITY PARKWAY V and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Unless otherwise specified in any supplemental escrow instructions, the terms of this Agreement shall prevail in the case of any conflict between this Agreement and such instructions. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 9 in writing, delivered to CITY PARKWAY V and to the Developer within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

CITY PARKWAY V shall timely and properly execute, acknowledge and deliver to the Escrow Agent a deed conveying to the Developer title to the Site in accordance with this Agreement.

Upon delivery of the deed to the Escrow Agent by CITY PARKWAY V and upon tender by the Developer of the Purchase Price (less the Earnest Money Deposit) pursuant to this Agreement, the Escrow Agent shall record such deed when title can be vested in the Developer and title insurance as required by Section 15 hereof can be provided in accordance with the terms and provisions of

this Agreement. The Escrow Agent shall buy, affix and cancel any transfer stamps required by law and pay any transfer tax required by law.

The Escrow Agent is authorized and instructed to:

- a. Expeditiously obtain a preliminary title report ("PTR") for the Site and deliver a copy to each party. Thereafter, the Developer shall have ten (10) working days in which to accept, reject or request modification of the PTR. The Developer's failure to object to the PTR within ten (10) working days after delivery shall be deemed to represent the Developer's approval of the PTR. Within five (5) days of Developer's notice to CITY PARKWAY V of its rejection of the PTR, or its request for modification of the PTR CITY PARKWAY V shall notify Developer in writing whether it will resolve the issue which is the basis for the rejection or request for modification. If CITY PARKWAY V does not notify Developer that it will resolve the issue to the Developer's reasonable satisfaction, Developer may cancel escrow and receive a full refund of the Earnest Money Deposit.

- b. Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Section 9 and related solely to the acquisition and transfer to the Developer of the Site. Before such payments are made, the Escrow Agent shall notify CITY PARKWAY V and the Developer of the fees, charges and costs necessary to clear title and close the escrow;
- c. Disburse funds and deliver the deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by CITY PARKWAY V and the Developer.
- d. Obtain and charge each of the parties one-half of the cost of a title insurance policy insuring title to the Site in conformance with the requirements of Section 15 of this Agreement. The additional cost of an ALTA survey policy if desired by the Developer shall be borne entirely by the Developer.
- e. Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in

accordance with the terms and provisions of this Agreement.

All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest bearing escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited under this paragraph shall be for the benefit of the party responsible for depositing those funds with the Escrow Agent.

If this escrow is not in condition to close before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither CITY PARKWAY V nor the

Developer shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the ten (10) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both CITY PARKWAY V and the Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 9 shall be construed to impair or affect the rights or obligations of CITY PARKWAY V or the Developer to specific performance.

The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both CITY PARKWAY V and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

Any amendment of these escrow instructions shall be in writing and signed by both CITY PARKWAY V and the Developer. At the

time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to CITY PARKWAY V or the Developer shall be directed to the addresses and in the manner established in Section 29 of this Agreement for notices, demands and communications between CITY PARKWAY V and the Developer.

Each party represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to indemnify and hold the other party harmless from any claim or demand made by any brokers.

The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 9 to 15, inclusive, of this Agreement.

10. CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

- a. Provided that the Developer is not in material default under this Agreement and all conditions precedent to such

conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance to the Developer of title to the Site shall be completed on or prior to one hundred twenty (120) days from the date escrow is open. City Parkway V and the Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision. The parties acknowledge that if there is a delay caused by the City of Las Vegas in obtaining proper approvals for the development of the Site, the parties agree that the time to close escrow shall be extended by same number of days as the delay.

- b. Notwithstanding any other provision of this Agreement, the Developer shall have no obligation to proceed with the acquisition of the Site if, by the one hundred twentieth (120th) day following the effective date of this Agreement:

- (1.) The Developer's development plans for the Site have not been approved pursuant to (Las Vegas Municipal Code) LVMC and the CC&R's; or

(2).The Developer has not approved the preliminary title report in accordance with Section 9 of this Agreement.

In either such case, the Developer, upon request, shall be entitled to the return of its Earnest Money Deposit or an extension of time to close escrow until the issues described in b(1) or (2) are resolved.

c. Possession shall be delivered to the Developer concurrently with the conveyance of title, except that limited access shall be permitted before conveyance of title as permitted in Section 20 of this Agreement. The Developer shall accept title and possession on or before the dates described in this Section 10.

11. FORM OF DEED

CITY PARKWAY V shall convey to the Developer or to its nominee fee simple title to the Site in the condition provided in Section 12 of this Agreement by a grant, bargain and sale deed in a form that is consistent with Exhibit C to this Agreement.

12. CONDITION OF TITLE

CITY PARKWAY V shall convey title to the Site free and clear of all recorded liens, encumbrances, assessments, taxes, and other defects except those acceptable to the Developer.

13. CONDITIONS PRECEDENT TO CLOSING

In order for escrow to close with respect to the Site, CITY PARKWAY V must have deposited with the Escrow Agent the appropriate deed and the Developer must have deposited with the Escrow Agent the Purchase Price.

14. CLOSE OF ESCROW

Upon the fulfillment of the conditions described in Section 13, the Escrow Agent shall file the deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the Developer a title insurance policy insuring title in conformity with Section 15 of the Agreement. The recordation of the deed shall constitute the close of escrow.

15. TITLE INSURANCE

Concurrently with recordation of any deed, the Title Company shall provide and deliver to the Developer a title insurance policy issued by the Title Company insuring that the title to the property is vested in the Developer in the condition required by Section 12 of this Agreement. The Title Company shall provide CITY PARKWAY V with a copy of the title insurance policy and the title insurance policy shall be in the amount of the acquisition cost of the property.

16. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

The Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period subsequent to conveyance of title thereto. Prior to conveyance of title, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

Prior to, and as a condition of, the close of escrow, Developer agrees to deposit into escrow the amount due to the Las Vegas Technology Center Owners Association for the assessment on the Site for the period from the close of escrow to the end of the

year. As of close of escrow, Title Company shall issue a check in the name of the Las Vegas Technology Center Owners Association for the amount indicated by the Las Vegas Technology Center Owners Association for the aforementioned period. The check shall be mailed to: Las Vegas Technology Center Owners Association, 2500 West Sahara Avenue, Suite 211, Las Vegas, Nevada 89102.

17. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any person except that of the Developer.

18. ZONING OF THE SITE

CITY PARKWAY V represents that the City of Las Vegas General Plan and zoning ordinances permit the development and construction on the Site of facilities for a hotel.

19. "AS IS" SALE

Prior to the close of escrow, the Developer and its representatives will have been afforded the opportunity to make such inspections of the Site and matters related thereto as the

Developer and its representatives may desire. The Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, CITY PARKWAY V makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, CITY PARKWAY V makes no representations or warranties with respect to the use, condition, title (except as provided by the deed to be delivered by CITY PARKWAY V to the Developer as set forth in Section 11,) occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous

oral or written representations, statements, documents or understandings.

20. INSPECTION BY THE DEVELOPER

Commencing with the first date set forth above and extending for a period of thirty (30) days thereafter, or ten (10) days prior to the close of escrow, whichever occurs sooner, (the "Inspection Period"), the Developer and its representative shall have the right to enter upon and inspect the Site at all reasonable times for the purpose of conducting such boundary and topographical surveys, surface and subsurface soil and engineering tests and environmental assessments as the Developer may reasonably require, but such surveys, tests and assessments shall not damage the Site. The Developer shall indemnify, defend and hold CITY PARKWAY V harmless for any personal injury, death or property damage, including costs and attorney's fees, arising out of any activity by the Developer or its agents, employees or contractors pursuant to this Section. The Developer shall have access to all data and information on the Site available to CITY PARKWAY V, but without warranty or representation by CITY PARKWAY V as to the completeness, correctness or validity of such data and information.

Any entry upon and inspection of the Site by the Developer prior to conveyance of title thereto shall be at the sole expense of the Developer. The Developer shall save and protect City Parkway V against any claims resulting from each and every entry upon and inspection of the Site and execute such documents as are customarily required for entry onto public property. Developer shall have the right to entry onto public property without further action by City Parkway V or the City of Las Vegas. Copies of data, surveys and tests obtained or made by the Developer on the Site shall be filed with City Parkway V. Any preliminary work by the Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

Notwithstanding any other provision of this Agreement, the Developer shall have the right to terminate this Agreement, prior to expiration of the Inspection Period, if inspection of the Site reveals soil or similar conditions that, in the Developer's reasonable judgment, make development impossible or impractical. Upon its exercise of said right to terminate, the Developer shall be entitled to the return of the Earnest Money Deposit.

21. GOVERNMENTAL PERMITS

Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

22. ASSIGNMENT

The Developer hereby represents and warrants that the Site is being acquired for the purpose of development in accordance with the provisions of Section 5, and is not for speculative purposes. Developer may assign its rights hereunder to an entity wholly owned by Developer or James A. McKellar, Jr. or his trust.

23. TIME OF ESSENCE

Time is of the essence of this Agreement and every obligation hereunder.

24. DEFAULT AND REMEDIES

If the Developer fails to fulfill its obligations with respect to the purchase of the Site, where such failure is not based upon defective title or is not otherwise excused specifically under this Agreement, the City shall be entitled to terminate this Agreement and retain the Earnest Money Deposit.

Additionally, either party may avail itself of any legal or equitable remedy for breach. No such remedy shall be available unless and until:

- a. Written notice of default is provided to the party in default; and
- b. Within twenty (20) days after receipt of such notice, such default has not been cured to the reasonable satisfaction of the party giving notice.

25. RIGHT TO REPURCHASE, REENTER AND REPOSSESS

In addition to and independent of any other remedy available to it, City Parkway V shall have the additional right at its option to repurchase, reenter and take possession of the Site with all

improvements thereon if, after conveyance of title thereto and prior to the issuance of all certificates of occupancy therefore, the Developer does any of the following:

- a. Fails to complete construction of the improvements as required by this Agreement under Section 5.c. as evidenced by issuance of a Certificate of Occupancy by the City. This is a condition subsequent and not merely a covenant.
- b. Transfers the Site or any part thereof in violation of this Agreement. This is a condition subsequent and not merely a covenant.
- c. Fails or refuses to comply with or to cure the material default of any provision of Section 5 for a period of twenty (20) days after written notice thereof from City Parkway V. If the Developer has taken reasonable steps to cure, but cannot reasonably cure such default within the twenty (20) day period, it shall have a reasonable time thereafter to effectuate such cure.

The right to repurchase, reenter and repossess to the extent provided in this Agreement, shall be subordinate, subject to, be limited by and shall not defeat, render invalid or limit any mortgage, deed of trust, sale and leaseback or other security instrument or conveyance for financing permitted by this Agreement.

To exercise its right to repurchase, reenter and take possession of the Site, City Parkway V, or its nominee, shall pay to the Developer the Purchase Price set forth in Section 4 minus the amount needed to repay any liens, encumbrances or other security instruments held against the Site for the purpose of financing the construction improvements thereon so as to enable the city to receive title to the Site free and clear of any such liens, encumbrances, outstanding claims, bills to subcontractors, labor/material suppliers, or other security instruments.

For the purpose of implementing the provision of this Section, at the time of conveyance of the Site, the Developer will deliver to the Escrow Agent an executed and acknowledged Quitclaim Deed in the form of Exhibit "D" hereto. The deposit of this deed will be accompanied by irrevocable escrow instructions in the form of Exhibit "E" hereto directed to the Escrow Agent and signed by the Developer and City Parkway V. If

any of the events authorizing City Parkway V to repurchase, reenter and take possession of the Site as provided in this Section occur, City Parkway V may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least twenty (20) days' prior notice to the Developer, to record the Quitclaim Deed to the Site. If the Developer completes construction on or before the time set forth in Section 5.c, City Parkway V agrees to join with the Developer in instructing the Escrow Agent to return the Quitclaim Deed to the Developer.

26. SURVIVAL

The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

27. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

28. NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of City Parkway V shall be personally liable to the Developer for any default or breach by City Parkway V, for any amount which may become due to the Developer or for any obligation of City Parkway V under the terms of this Agreement.

29. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between City Parkway V and the Developer shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of City Parkway V and the Developer as set forth in this Section 29. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to City Parkway V:

President, City Parkway V
C/O City Manager's Office
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

With a copy to: City of Las Vegas
Office of Business Development
Attn: Director
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

If to the Developer: McKellar Development Group, Inc.
3340 South Topaz, Suite 240
Las Vegas, NV 89121

With a copy to: Edward J. Hanigan, Esq.
199 N. Arroyo Grande Blvd.
Ste. 200
Henderson, NV 89074

30. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 33, inclusive, and Exhibits A, B, C, D, E, and F attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City

Parkway V and the Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of City Parkway V and the Developer.

31. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

32. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

33. CAPTIONS

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

34. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit F, all principals, including partners of McKellar Development Group, Inc. as well as all persons and entities holding more than one percent (1%) interest in McKellar Development Group, Inc.

Throughout the term hereof, Developer shall notify City Parkway V in writing of any material change in the above disclosure within fifteen (15) days of any such changes.

35. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement, when executed by the Developer and delivered to City Parkway V, must be approved by the Las Vegas City Council and City Parkway V, executed and delivered by City Parkway V within sixty (60) days or this Agreement shall be void, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. By executing this Agreement and submitting it to City Parkway V, the Developer is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time specified above. Any

attempted revocation of such offer or material modification of the terms hereof without the consent of City Parkway V shall entitle City Parkway V to retain the Developer's Good Faith Deposit. The effective date of this Agreement shall be the date when this Agreement has been signed by City Parkway V. This Agreement may be recorded in the Office of the County Recorder, Clark County, Nevada.

Date of City Council Approval:

April 18, 2007

CITY PARKWAY V

By: Douglas A. Selby
Douglas A. Selby,
President

Approved as to form:

ATTEST:

J. Pondicek 4/3/07
Date

Steve Houchens
Steve Houchens, Secretary

April 23, 2007

McKellar Development Group,
Inc.

By: James A. McKellar, Jr.
James A. McKellar, Jr.,
President

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 4th day of May, 2007, personally
appeared before me, the undersigned, a Notary Public in and for
the County of Clark, State of Nevada, Douglas A. Selby, who
acknowledged that he executed the above instrument.

Beverly K. Bridges
NOTARY PUBLIC, in and for said
County and State



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 23rd day of April, 2007, personally
appeared before me, the undersigned, a Notary Public in and for
the County of Clark, State of Nevada, JAMES A. McLELLAN who
acknowledged that he executed the above instrument.

Carla Parker
NOTARY PUBLIC, in and for said
County and State



Exhibit A

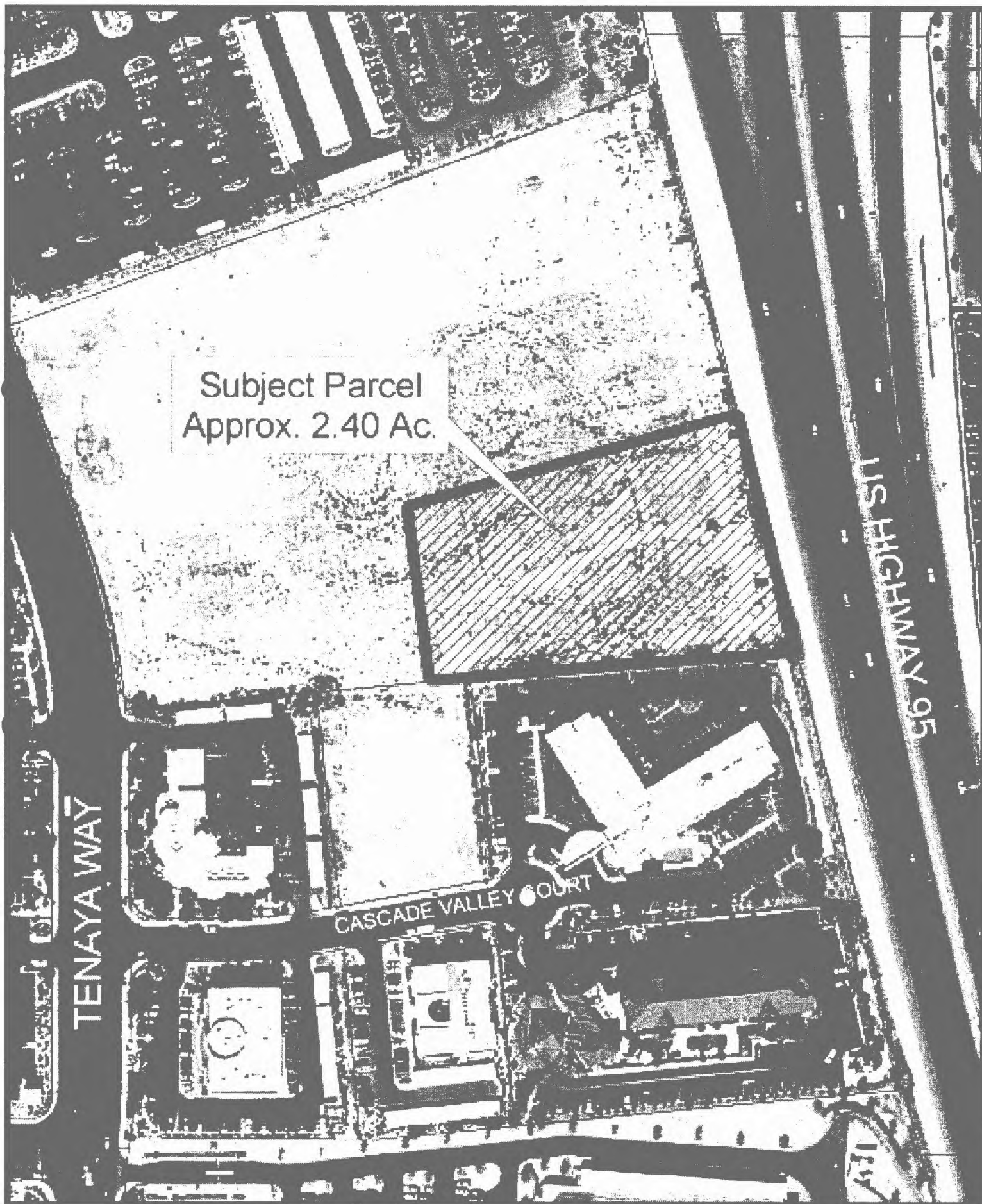


Exhibit B

FEBRUARY 28, 2007
WRITTEN BY: NJP
CHECKED BY: ARR
APN # 138-15-612-003
PARCEL 1-4
(PAGE 1 OF 1)



EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEAST OF TENAYA WAY AND CASCADE VALLEY COURT.

LEGAL DESCRIPTION

BEING A PORTION OF LOT 1 OF LAS VEGAS TECHNOLOGY CENTER UNIT 2 ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 62 OF PLATS, AT PAGE 44, LYING WITHIN THE EAST HALF (E ½) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED IN A DEED RECORDED NOVEMBER 7, 2003 IN BOOK 20031107, INSTRUMENT NO. 03430, SAID PARCEL OF LAND ALSO BEING DEPICTED AS "LOT A" OF RECORD OF SURVEY, FILE 79 OF SURVEYS, PAGE 31, OFFICIAL RECORDS, CLARK COUNTY, NEVADA, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY OF TENAYA WAY BEING MARKED BY AN ILLEGIBLE ALUMINUM CAP; THENCE NORTH 84°52'23" EAST ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY BOUNDARY OF SAID PARCEL OF LAND, 363.91 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 05°07'37" WEST, DEPARTING SAID NORTHERLY BOUNDARY, 205.00 FEET; THENCE NORTH 72°39'59" EAST, 405.50 FEET TO THE WESTERLY RIGHT OF WAY OF US HIGHWAY 95; THENCE SOUTH 13°40'05" EAST, ALONG SAID WESTERLY RIGHT OF WAY, 294.00 FEET; THENCE SOUTH 84°52'23" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY, 440.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.40 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

SOUTH 19°56'26" EAST, BEING THE BEARING OF THE CENTERLINE OF TENAYA WAY AS SHOWN ON RECORD OF SURVEY IN FILE 73 OF SURVEYS, PAGE 01, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

FILE NAME: TECH CENTER 1-4.DOC

APN: _____

Recording Requested by:

City Parkway V, Inc.

After Recordation, Mail to:

James A. McKellar, Jr.
McKellar Development Group, Inc
3340 South Topaz, Suite 240
Las Vegas, NV 89121

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, CITY PARKWAY V, Inc., a Nevada nonprofit corporation (herein the "Grantor"), hereby grants, bargains and sells to McKellar Development Group, Inc., a Nevada Corporation (herein the "Grantee"), all right, title and interest in the real property (the "Property") legally described in the document attached hereto as Exhibit A and incorporated herein by this reference, which Property is also known as a portion of APN 138-15-612-003

1. The Property is conveyed pursuant to an agreement for purchase and sale (the "Agreement") of the Property entered into by and between Grantor and Grantee and dated _____. The conveyance herein is subject to the terms, covenants and conditions set forth in the Agreement.

2. The Agreement provides, among other things, that Grantee's use, occupation and development of the Property is subject to compliance with certain covenants, restrictions and obligations and that Grantee's failure to perform thereunder may result in Grantor's exercising its rights to repurchase, re-enter and repossess as set forth in said Agreement, provided, however, that Grantor's exercise of such rights shall not defeat, render invalid or limit any mortgage, deed of trust or other security instrument permitted by the Agreement.

3. The absence from this Deed of the covenants, restrictions and obligations contained in the Agreement shall not work as a merger thereof into this Deed to the exclusion of said covenants, restrictions and obligations.

4. The conditions set forth in the foregoing paragraphs shall remain in effect until a Certificate of

Occupancy for the improvements constructed on the Property is issued by Grantor.

5. The Property is conveyed subject to restrictions, reservation, conditions, rights-of-way, easements and other encumbrances of record recorded with the Office of the Clark County Recorder.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed this _____ day of _____, 2007.

CITY PARKWAY V

DOUGLAS A. SELBY, President

"Grantor"

Approved as to form:

ATTEST:

Date

Steve Houchens, Secretary

ACCEPTANCE

The provisions of this Grant, Bargain and Sale Deed are hereby approved and accepted.

McKellar Development Group, Inc
A Nevada Corporation

James A. McKellar, Jr. President
"Grantee"

ACKNOWLEDGEMENTS

State of Nevada)
) ss.
County of Clark)

 This instrument was acknowledged before me, a notary
public, on this _____ day of _____, 2007 by
Grantor.

Notary Public

State of Nevada)
) ss.
County of Clark)

 This instrument was acknowledged before me, a notary
public, on this _____ day of _____, 2007 by _____
_____, Grantee.

Notary Public

Exhibit A

FEBRUARY 28, 2007
WRITTEN BY: NJP
CHECKED BY: ARR
APN # 138-15-612-003
PARCEL 1-4
(PAGE 1 OF 1)



EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEAST OF TENAYA WAY AND CASCADE VALLEY COURT.

LEGAL DESCRIPTION

BEING A PORTION OF LOT 1 OF LAS VEGAS TECHNOLOGY CENTER UNIT 2 ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 62 OF PLATS, AT PAGE 44, LYING WITHIN THE EAST HALF (E ½) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED IN A DEED RECORDED NOVEMBER 7, 2003 IN BOOK 20031107, INSTRUMENT NO. 03430, SAID PARCEL OF LAND ALSO BEING DEPICTED AS "LOT A" OF RECORD OF SURVEY, FILE 79 OF SURVEYS, PAGE 31, OFFICIAL RECORDS, CLARK COUNTY, NEVADA, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY OF TENAYA WAY BEING MARKED BY AN ILLEGIBLE ALUMINUM CAP; THENCE NORTH 84°52'23" EAST ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY BOUNDARY OF SAID PARCEL OF LAND, 363.91 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 05°07'37" WEST, DEPARTING SAID NORTHERLY BOUNDARY, 205.00 FEET; THENCE NORTH 72°39'59" EAST, 405.50 FEET TO THE WESTERLY RIGHT OF WAY OF US HIGHWAY 95; THENCE SOUTH 13°40'05" EAST, ALONG SAID WESTERLY RIGHT OF WAY, 294.00 FEET; THENCE SOUTH 84°52'23" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY, 440.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.40 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

SOUTH 19°56'26" EAST, BEING THE BEARING OF THE CENTERLINE OF TENAYA WAY AS SHOWN ON RECORD OF SURVEY IN FILE 73 OF SURVEYS, PAGE 01, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

FILE NAME: TECH CENTER 1-4.DOC

FORM OF QUITCLAIM DEED

APN: _____

Recorded at the Request of:

City Parkway V
400 Stewart Avenue
Las Vegas, Nevada 89101

When Recorded, Return to:

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

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, McKellar Development Group, Inc. a Nevada Corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the CITY PARKWAY V, a nonprofit corporation of the State of Nevada, the real property in the city of Las Vegas, County of Clark, State of Nevada, described on Exhibit "A" attached hereto.

DATED this _____ day of _____,
2007.

McKELLAR DEVELOPMENT GROUP, INC.

By: _____
James A. McKellar, Jr.

Its: President

ACKNOWLEDGEMENT

State of Nevada)
) :ss
County of Clark)

This instrument was acknowledged before me, a notary public, on this _____ day of _____, 2007 by

Notary Public
Exhibit D

Exhibit A

FEBRUARY 28, 2007
WRITTEN BY: NJP
CHECKED BY: ARR
APN # 138-15-612-003
PARCEL 1-4
(PAGE 1 OF 1)



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END OF DESCRIPTION.

FILE NAME: TECH CENTER 1-4.DOC

ESCROW INSTRUCTION FOR QUITCLAIM DEED

_____, 2007

Re: Escrow No. _____

Gentlemen:

McKellar Development Group, Inc., a Nevada Corporation, (the "Developer"), one of the undersigned has entered into that certain real property Purchase and Sale Agreement dated _____, 2007, with the CITY PARKWAY V, the other party to these instructions, providing for conveyance of a certain parcel of real property (the "Site").

The Site is the subject of this escrow and is described in the accompanying Quitclaim deed (the "Quitclaim Deed").

Section 26 of the Agreement provides that at the time of conveyance of the Site, the Quitclaim Deed will be delivered to you together with irrevocable escrow instructions and is for the purpose of instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from CITY PARKWAY V notice certifying that a copy of it has been delivered concurrently to the Developer and stating that CITY PARKWAY V has given notice of the exercise of CITY PARKWAY V remedy in Section 26 of the Agreement with respect to the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of 20 (twenty) days after receipt of said notice record the Quitclaim Deed.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered budgeted appropriations, hereby agrees to defend, indemnify and hold you harmless from any liability whatsoever, including attorneys' fees arising out of your carrying out these instructions.

In the event that you receive notice from the Developer certifying that a copy of the notice has been delivered concurrently to CITY PARKWAY V and stating that the Developer has completed the construction as provided in the Agreement, you shall at the end of 30 (thirty) days after receipt of said notice return the Quitclaim Deed to the Developer, unless during the 30 (thirty) day period, CITY PARKWAY V objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you are advised by both parties hereto that CITY PARKWAY V's power of termination with respect to the Site has ended, you will forthwith return the Quitclaim Deed to the Developer.

These instructions may not be withdrawn or in any way amended, modified or waived without the prior written consent of both of the parties hereto.

Please indicate your acceptance of and agreement to carry out these instructions as indicated below.

CITY PARKWAY V

By:

DOUGLAS A. SELBY, President

Attest:

Steve Houchens, Secretary

_____ hereby accepts and agrees to carry out these escrow instructions.

By:

James A. McKellar, Jr.

President, KcKellar Development Group, Inc.

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

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

Block 1	<u>Contracting Entity</u>
McKellar Development Group, Inc.	
Name	
Address 3340 S. Topaz, #240, Las Vegas, NV	
Telephone (702) 737-1312	
EIN or DUNS 88-0203764	

Block 2	Description
Subject Matter of Contract/Agreement: McKellar Development Group, Inc. Land Purchase Las Vegas Technology Center	
RFP #:	

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation	

Block 4	<u>Disclosure of Ownership and Principals</u>		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	James A. McKellar, Jr. - President	3340 S. Topaz, #240, Las Vegas	(702) 737-1312
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: _____

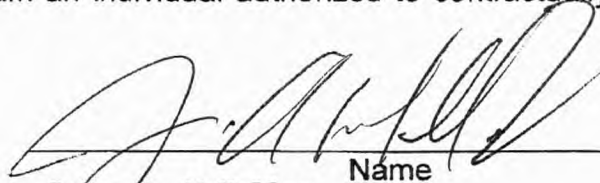
Block 5 **Disclosure of Ownership and Principals - Alternate**

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: -0-

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.

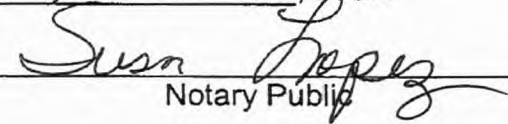


Name
James A. McKellar, Jr.

Date
April 4, 2007

Subscribed and sworn to before me this 4th
day of April, 2007

April 4, _____, 2007.



Notary Public

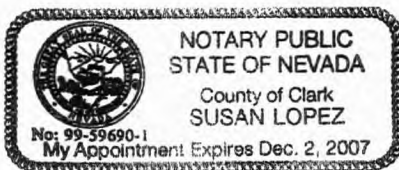
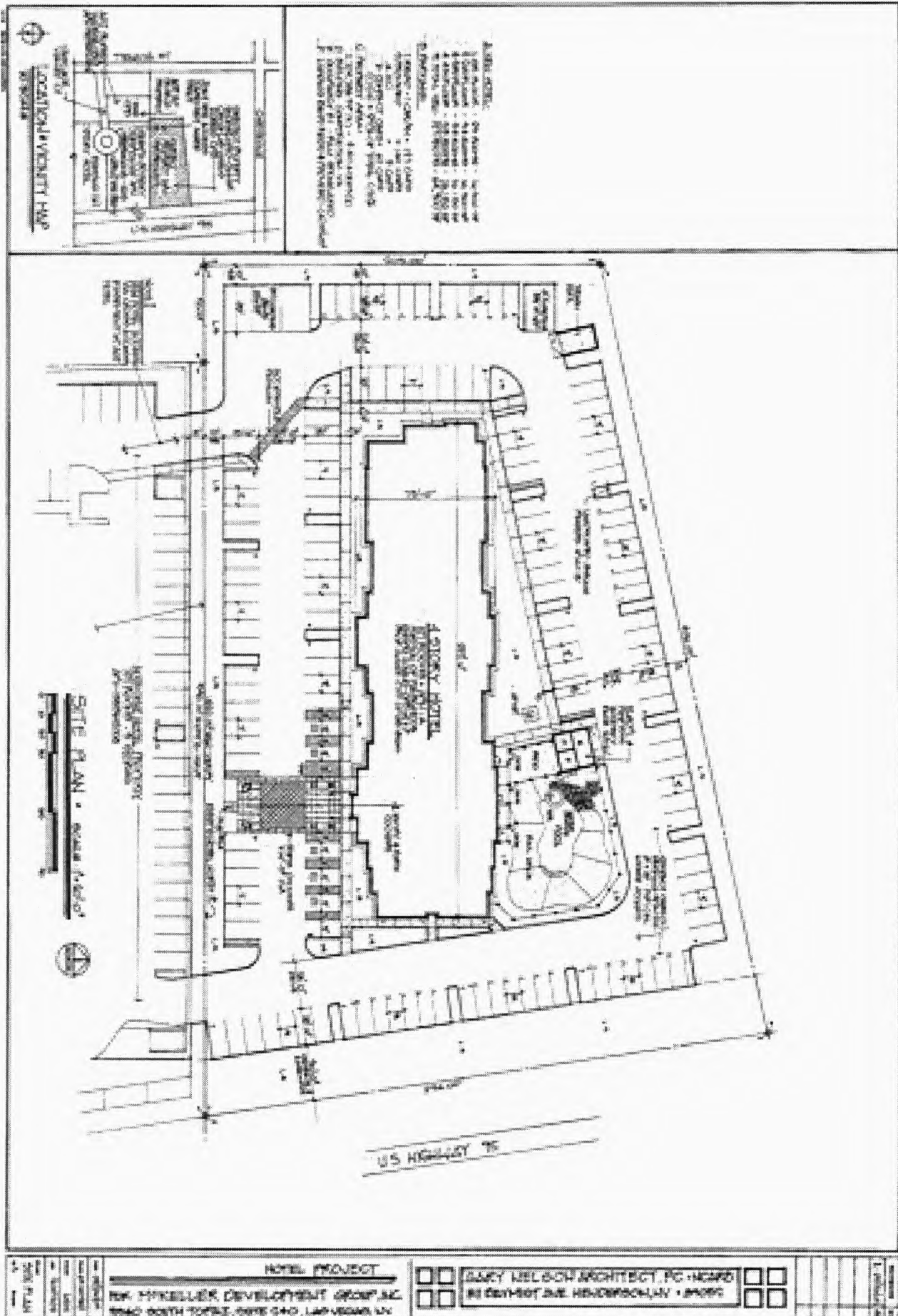


Exhibit G



Site Map



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding an Amended and Restated Exclusive Negotiation Agreement (Amended ENA) with Frank Wright Plaza, LLC, (FWP) to negotiate a Disposition and Development Agreement (DDA) for parcels located at 4th Street and Stewart Avenue totaling approximately 5.49 acres (Site) (APNs 139-34-501-004, 007 and 008) - Ward 5 (Williams)

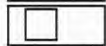
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Pursuant to the Exclusive Negotiation Agreement dated June 15, 2005, FWP must complete a Master Plan for development of the Site to serve as the basis for negotiating a DDA. FWP is in the process of finalizing the Master Plan and the Amended ENA will extend the Negotiation Period to October 17, 2007, to negotiate DDA terms and allow Council to consider the DDA. In addition, the first 60 days of the Negotiation Period will be a Performance Period during which FWP must begin construction and show reasonable progress on the renovations to the Lady Luck Casino Hotel (among other conditions) or the Amended ENA will terminate automatically.

RECOMMENDATION:

No recommendation.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Amended and Restated Exclusive Negotiation Agreement
3. Disclosure of Principals
4. Site Map
5. Verbatim Transcript

Motion made by BRENDA J. WILLIAMS to extend the ENA for 90 days, with the understanding by the applicant that any failure by staff to respond during the 90-day period does not consent to the bridge construction

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 COUNCIL MEETING OF: APRIL 18, 2007

Minutes:

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

APPEARANCES:

OSCAR GOODMAN, Mayor

SCOTT ADAMS, Director, Office of Business Development

ANDREW DONNER, Manager of Frank Wright Plaza, LLC

BRAD JERBIC, City Attorney

GARY REESE, Councilman

STEVEN ROSS, Councilman

BRENDA J. WILLIAMS, Councilwoman



AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 18, 2007

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: Discussion and possible action regarding an Amended Restated Exclusive Negotiation Agreement with Frank Wright Plaza, LLC, to negotiate a Disposition and Development Agreement for parcels located at 4th Street and Stewart Avenue

1. On June 15, 2005, Council approved an Exclusive Negotiation Agreement (ENA) to allow the City and The Henry Brent Company, LLC (Henry Brent) to negotiate terms of a Disposition and Development Agreement (DDA) for parcels located at 4th St. and Stewart Ave. (Site). DDA terms subject to negotiation include (but are not limited to): a. Scope of development; b. Phasing of development; c. Schedule of performance; d. Purchase price; and, e. Earnest money deposit.
2. On November 9, 2005, Henry Brent and Frank Wright Plaza, LLC (FWP) executed an Assignment and Assumption Agreement whereby Henry Brent assigned all of its rights and obligations under the ENA to FWP and FWP accepted said assignment and assumption. FWP was formed specifically by Henry Brent to serve as the Developer of the Site and both entities are owned by the same principals. On May 17, 2006, Council approved the Second Amendment to the ENA in order to extend the ENA term to December 20, 2006. On December 6, 2006, the Council approved the Third Amendment to the ENA in order to extend the ENA term to April 18, 2007.
3. The City has a good faith deposit of \$100,000 for the ENA to ensure that the Developer proceeds diligently to negotiate and perform all of its obligations under the ENA. Should the Developer fail to negotiate in good faith on the terms of a DDA, the deposit may be retained by the City.
4. As part of the ENA, the Developer (at its expense) must complete a master plan for the Site (Master Plan) to define a scope of development that incorporates the highest and best use with the preservation of the historic Post Office (the POST Modern). At the City's request, the Developer is making revisions to the Master Plan to best achieve these goals.
5. In addition, covenants in the Grant Deed from the U.S. General Services Administration that conveyed ownership of the POST Modern to the City require that the National Park Service (NPS) review and approve the Master Plan. Until the NPS has approved the Master Plan, final terms of the DDA cannot be negotiated between the City and the Developer.
6. The Amended and Restated Exclusive Negotiation Agreement (Amended ENA) will extend the Negotiation Period to October 17, 2007, to negotiate DDA terms and allow Council to consider the DDA. In addition, the first 60 days of the Negotiation Period will be a Performance Period during which FWP must begin construction and show reasonable progress on the renovations to the Lady Luck Casino Hotel (among other conditions) or the Amended ENA will terminate automatically.

**AMENDED AND RESTATED
EXCLUSIVE NEGOTIATION AGREEMENT**

THIS AMENDED AND RESTATED EXCLUSIVE NEGOTIATION AGREEMENT ("Amended ENA" or "Amended Agreement") is entered into this ____ day of _____, 2007, by and between the City of Las Vegas, a Nevada municipal corporation (hereinafter "City") and Frank Wright Plaza, LLC, a Nevada Limited Liability Company (hereinafter "Developer"), on the terms and provisions set forth below.

WHEREAS, Developer desires to undertake to develop certain real property depicted on Exhibit "A" attached hereto and incorporated herein (hereinafter "Site"); and

WHEREAS, on June 15, 2005, the City and The Henry Brent Company, LLC entered into an Exclusive Negotiation Agreement (the "ENA") to allow for negotiations of a Disposition and Development Agreement for the development of certain property located at 4th Street and Stewart Avenue; and

WHEREAS, on November 9, 2005, The Henry Brent Company, LLC, assigned all of its rights and obligations under the ENA to the Developer and Developer assumed all of said rights and obligations from The Henry Brent Company, LLC pursuant to the provisions of the Assignment and Assumption Agreement, and

WHEREAS, on December 7, 2005, the City Council consented to the Assignment and Assumption Agreement and authorized the Mayor to execute the Consent to Assignment and Assumption Agreement, and

WHEREAS, concurrently with the City Council consent to the Assignment and Assumption Agreement, the City and the Developer entered into the First Amendment to the Exclusive Negotiation Agreement, and

WHEREAS, on May 17, 2006, the City Council authorized the Mayor to enter into the Second Amendment to the Exclusive Negotiation Agreement, and

WHEREAS, on December 6, 2006, the City Council authorized the Mayor to enter into the Third Amendment to the Exclusive Negotiation Agreement, and

WHEREAS, Developer desires to continue exclusive negotiations with the City concerning the Developer's plans for the development of the Site WITH THE INTENT TO ENTER INTO A "DISPOSITION AND DEVELOPMENT AGREEMENT" AT THE CONCLUSION OF THE NEGOTIATION PERIOD, as defined hereafter.

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

1. Mandatory Terms to any Disposition and Development Agreement include:

A. 3rd Street Pedestrian Bridge

The Developer agrees to:

(i) Remove the 3rd Street Pedestrian Bridge between the east and west towers of the Lady Luck Casino Hotel at Developer's sole expense.

(ii) Not negotiate for any compensation (including but not limited to the write down of land value) or other considerations from the City in return for removing the 3rd Street Pedestrian Bridge.

(iii) Make the complete removal of the 3rd Street Pedestrian Bridge a condition precedent to close of escrow for the Site.

B. No Street Closures

The Developer agrees that the City will not permit any street closures relative to the development of the Site.

2. Negotiations

A. Good Faith Negotiations

The City and Developer agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a Disposition and Development Agreement (hereinafter "DDA") for the Site located in downtown Las Vegas as shown on the Legal Description of Exhibit "A". All terms and conditions of the DDA, other than the terms and conditions in Section 1.A. above, will be defined and negotiated in good faith by the City and the Developer during the Negotiation Period. The City further agrees, for the Negotiation Period set forth below, not to negotiate with any other person or entity regarding development of the Site or any portion thereof.

B. Negotiation Period

The duration of this Amended ENA shall run from the date of said Amended ENA up to and including October 17, 2007 (hereinafter "Negotiation Period"). If upon expiration of the Negotiation Period, Developer has not signed and submitted the DDA to the City, then this Amended Agreement shall automatically terminate.

C. Performance Period

Within the first sixty (60) days of the Negotiation Period (the "Performance Period"), the Developer shall fully perform all of the tasks listed in Section 2.D. below or this Amended ENA shall automatically terminate upon written notice of the City of deficiencies in the performance of said tasks within the 60 day period.

D. Tasks to be Performed by Developer during Performance Period

Tasks to be fully performed by the Developer within the Performance Period are:

- i. Provide evidence to the City of new equity and/or debt financing for the Lady Luck Hotel and Casino.
- ii. Provide evidence to the City of a franchise agreement with a new hotel operator for the Lady Luck Casino Hotel.
- iii. Provide evidence to the City of construction contracts and financing agreements to complete the renovation of the Lady Luck Casino Hotel.
- iv. Start construction on the renovation of the Lady Luck Casino Hotel and show reasonable progress on said renovations as determined by the City, at its sole discretion.

All of the above required documentation in Sections D.i. - iv. shall be in sufficient detail and clarity for the City to determine that the construction on the renovation of the Lady Luck Casino Hotel will progress to completion.

E. Master Plan for Site

The Developer, at Developer's expense, shall complete and provide to the City a final master plan for development of the Site (the "Master Plan") no later than **ninety (90) days** from the start of the Negotiation Period. The Developer shall provide the City with a draft copy of the Master Plan no later than **forty-five (45) days** from the start of the Negotiation Period.

The Master Plan shall strongly consider and be attentive to the historic nature of the Federal Building-Post Office located on the Site. In addition, the Master Plan shall clearly indicate each distinct phase of the development, as well as, the specific development items that will occur in each phase and corresponding timeline for accomplishing said development items. Phase 1 of the Master Plan shall be limited specifically to the unencumbered portion of the Site currently being used as a park.

F. Deed Restrictions and Contractual Obligations

The portion of the Site designated as Parcel 2 on the Legal Description of Exhibit "A" includes approximately 2.00 acres ("Deed Restricted Acreage") that are subject to certain deed restrictions for historical monument purposes only in perpetuity as more fully set forth in the Quitclaim Deed dated May 13, 2002, attached as Exhibit "B" to this Amended Agreement, and recorded in the Office of the County Recorder, Clark County, Nevada in Book No. 20020514, Instrument No. 00962. As such, negotiation of the terms and conditions of the DDA will most likely result in the Deed Restricted Acreage being excluded from the Scope of

Development unless, during the ENA process, Developer can clearly demonstrate that public objectives can be achieved by including the Deed Restricted Acreage in the Scope of Development. In addition, Parcel 1 is subject to certain contractual obligations pursuant to an Interlocal Agreement between the City and Regional Transportation Services for the operation of mass transportation services in Clark County, Nevada. Developer acknowledges that a copy of the Interlocal Agreement has been delivered to the Developer as Exhibit "C" that is attached to this Amended Agreement.

All terms and conditions of the DDA will be defined and negotiated subject to the Master Plan, as well as, any and all existing deed restrictions or contractual obligations on the Site.

3. Development Concept

A. Scope of Development

The negotiations hereunder shall be based on the development concept proposed in the Master Plan by the Developer. The design, architecture and exact dimensions of the real property to be developed will be defined during the negotiation of the DDA based upon the acceptability of the Master Plan (including phasing of development) to the City, at its sole discretion.

B. Developer's Findings, Determinations, Studies and Reports

Developer shall submit to the City written progress reports monthly describing the status of Developer's performance since the preceding report, including the Master Plan, any reports and studies completed, and the expected progress to be made in the next succeeding period. Upon reasonable notice, as requested by the City, Developer agrees to make oral progress reports advising the City and/or the Las Vegas City Council on the Master Plan, all matters and all studies being made by Developer. ALL NON-PROPRIETARY REPORTS AND STUDIES (INCLUDING, BUT NOT LIMITED TO, THE MASTER PLAN, APPRAISAL REPORTS, ENVIRONMENTAL STUDIES, GEOTECHNICAL STUDIES AND MARKET STUDIES) SHALL BECOME THE PROPERTY OF THE CITY.

4. Deposit and Purchase Price

The Developer has previously submitted to the City a sum of One Hundred Thousand Dollars (\$100,000.00) to ensure that Developer shall proceed diligently in good faith to negotiate and perform all of the Developer's obligations under this Amended ENA (hereinafter "Deposit"). If the Developer has negotiated in good faith which shall include but not be limited to, attending all project meetings, responding to information requests by City and willingly providing any information and concept plans to further the negotiations and the development project as contemplated and described in Section 2.A. above, the Deposit shall be returned to Developer upon the termination of the negotiations. If Developer has not negotiated in good faith as reasonably determined by the City, the Deposit may be retained by City. Failure to agree on the terms and conditions of the DDA shall not in itself be considered lack of good faith.

The purchase price and/or other consideration to be paid by Developer under the

DDA will be established as a result of negotiations between City and Developer. Such purchase price and/or other consideration will be based upon such factors as market conditions, density of development, costs of development, risks of City, risks of Developer, estimated Developer profit, public purpose and/or fair market value for the uses permitted to be developed and financial requirements of City, and will be subject to approval by the Las Vegas City Council after a public hearing as required by law. No consideration in the purchase terms will be given by the City for the Developer's agreement to items in Sections 1.A. and B. above. All other terms relevant to the disposition of the Site, including but not limited to additional deposits, shall be determined during the negotiation period as described in this ENA.

5. Developer

A. Nature of Developer

Developer is Frank Wright Plaza, LLC, a Nevada Limited Liability Company.

B. Office of Developer

The principal office of Developer is:

Executive Offices
206 N. 3rd Street
Las Vegas, Nevada 89101
Phone: (702) 953-4320
FAX: (702) 312-3239

C. Full Disclosure of Principals

Developer is required to make full disclosure to City of its principals, officers, major stockholders, major partners, joint venture partners, key managerial employees and other associates, and all other material information concerning Developer and its associates. Any significant change in the principals, associates, partners, joint venture, negotiators, development manager, consultants, professionals and directly-involved managerial employees of Developer is subject to the approval of City.

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit "D", all principals, including, partners or members of The Henry Brent Company, LLC, as well as all persons and entities holding more than 1% interest in said company or any principal, partner or member of the same. Throughout the term hereof, Developer shall provide written notification of any material change in the above disclosure within 15 days of any such change, pursuant to Section 12 (Notices).

6. Developer's Financial Capacity

A. Financial Ability

Prior to execution of the DDA, Developer shall submit to City satisfactory evidence of its ability to finance and complete the development, if not already provided pursuant to Section 1.D. above.

B. Construction Financing

Developer's proposed method of obtaining construction financing for the development of the Site shall be submitted concurrently with Developer's proposed DDA to City for approval, if not already provided pursuant to Section 1.D. above.

C. Long-Term Development Financing

Developer's proposed method of obtaining long-term development financing shall be submitted concurrently with Developer's proposed DDA to City for approval, if not already provided pursuant to Section 1.D. above.

D. Full Disclosure of Financing

Developer will be required to make and maintain full disclosure to City of its methods of financing to be used in the development of the Site.

7. Developer's Responsibilities

A. Return of Site to Original Condition

Developer hereby agrees to return the Site to its original condition upon completion of any investigations requiring access to the Site. This includes replacement of any dust palliative which may be disturbed by vehicles and personnel permitted to access the Site.

B. Indemnification and Hold Harmless

Developer will indemnify and hold harmless the City, its officers, employees and agents from and against any claims, demands or causes of action caused by Developer or persons acting on behalf of Developer in carrying out their responsibilities in accessing the Site.

8. City's Responsibilities

A. City Assistance and Cooperation

City shall cooperate fully in providing Developer with appropriate information and assistance.

B. RIGHT TO ENTER

AS SET FORTH IN EXHIBIT "E," CITY GIVES DEVELOPER THE RIGHT TO ENTER THE SITE, SUBJECT TO CURRENT TENANT APPROVALS, TO CARRY OUT ITS DUE DILIGENCE INSPECTION OF THE SITE AND THE DEVELOPER ACKNOWLEDGES AND UNDERSTANDS THE CONDITIONS AND EXCEPTIONS UNDER WHICH SAID RIGHT IS GRANTED.

9. Real Estate Commission

The City shall not be liable for any real estate commission or brokerage fees, which may arise herefrom. Developer represents that it has engaged no broker, agent or finder in connection with this transaction, and Developer agrees to hold City harmless from any claim by any broker or finder retained by Developer.

10. Limitations of this Amended ENA

By its execution of this Amended ENA, City is not committing itself to or agreeing to undertake:

A. The disposition of land to Developer; or,

B. Any other acts or activities requiring the subsequent independent exercise of discretion by the City or any City department or board thereof.

This Amended ENA does not constitute a disposition of property or exercise of control over property by City. Execution of this Amended ENA by City is merely an Amended ENA to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by City and the Las Vegas City Council as to any and all proceedings and decisions in connection therewith.

11. Conflict of Interest

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 Amended ENA, payments under this Amended ENA, or work under this Amended ENA, shall not be directly or indirectly interested personally in this Amended ENA 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 Amended ENA, shall become directly or indirectly interested personally in this Amended ENA or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Amended ENA.

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 Amended ENA. Notwithstanding any other provision of this Amended ENA, if such interest becomes known, the City may immediately terminate this Amended ENA for default or convenience, based on the

culpability of the parties.

C. Developer represents and warrants that it has, in accordance with the current policy of City, disclosed the ownership and principals of Developer on Exhibit "C", "Disclosure of Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

12. Notices

All legal notices required pursuant to the terms and conditions of this Amended ENA shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Amended ENA 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:

If to Developer:

Andrew Donner
Frank Wright Plaza, LLC
Executive Offices
206 N. 3rd Street
Las Vegas, Nevada 89101
Phone: (702) 953-4320
FAX: (702) 312-3239

If to City:

Scott Adams-Director
City of Las Vegas
Office of Business Development
400 Stewart Avenue, Second Floor
Las Vegas, 89101
Phone: (702) 229-6551
FAX: (702) 385-3128

And

Kathy Rainey-Manager
City of Las Vegas
Purchasing & Contracts
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6021
Fax: (702) 384-9964

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

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Exclusive Negotiation Agreement on the date set forth above.

City of Las Vegas

By _____
Oscar B. Goodman, Mayor

ATTEST:

Beverly Bridges, Acting City Clerk

APPROVED AS TO FORM:

Thomas R. Green 4/10/07
Date

Frank Wright Plaza, LLC,
A Nevada Limited Liability Company

By: _____
Andrew Donner

Its: Manager

"Developer"

EXHIBIT "A"

Legal Description

- Parcel 1: Assessor Description: PT SW4 SE4 SEC 27 20 61
 APN: 139-34-501-008
 Estimated Parcel Size: 2.84 acres
- Parcel 2: Assessor Description: PT NW4 NE4 SEC 34 20 61
 APN: 139-34-501-007
 Estimated Parcel Size: 2.00 acres
- Parcel 3: Assessor Description: PT NW4 NE4 SEC 34 20 61
 APN: 139-34-501-004
 Estimated Parcel Size: 0.65 acres

Federal Building and Post Office
301 E. Stewart Avenue
Las Vegas, NV 89101
GSA Control No. 9-G-NV-517

APN 139-34-501-002

RECORDING REQUESTED BY:

U.S. General Services Administration
Public Buildings Service
Property Disposal Division (9PR)
450 Golden Gate Avenue, Fourth Floor East
San Francisco, CA 94102-3434

**WHEN RECORDED, MAIL DOCUMENT
AND TAX STATEMENT TO:**

The City of Las Vegas
Real Estate & Asset Management
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

QUITCLAIM DEED

THIS INDENTURE, made this 13th day of May, 2002 between the **UNITED STATES OF AMERICA**, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and regulations and orders promulgated thereunder, (hereinafter referred as "GRANTOR"), and the **CITY OF LAS VEGAS**, a municipal corporation (herein referred to as "GRANTEE").

GRANTOR, without monetary consideration, but for and in consideration of the perpetual use and maintenance of the Property herein described as and for a historic monument, and for no other purpose, all in accordance with the Program of Preservation and Utilization dated October 5, 2001, a copy of which is on file in the Department of the Interior, National Park Service, Oakland, California and in the Office of the General Services Administration, Region 9, San Francisco, California, by these presents does remise, release and quitclaim, unto said GRANTEE, its successors and assigns all that certain real property, commonly know as the Las Vegas Federal Building and Post Office, a property that is listed on the National Register of Historic Places, situated in the City of Las Vegas, Clark County, State of Nevada, described in Exhibit "A" attached hereto and made a part hereof (the "Property").

SUBJECT TO all covenants, conditions, restrictions, easements, rights-of-way, reservations and encumbrances, whether or not of record, and any facts which a physical inspection or accurate survey of the Property may disclose.

GRANTOR HEREBY RESERVES unto itself, its successors and assigns, and by acceptance of this instrument, and as further consideration for this conveyance, GRANTEE covenants and agrees for itself, its successors and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said GRANTEE will abide by and be subject to each of the following covenants, conditions, restrictions, reservations and limitations (hereinafter sometimes collectively referred to as "Covenants and Conditions"), each and all of which shall be covenants running with the land.

GRANTOR shall be deemed a beneficiary of each and all of the following Covenants and Conditions, without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed, and shall have a right to enforce each and all of the following Covenants and Conditions in any court of competent jurisdiction; provided, however, that the GRANTOR shall have no affirmative duty to any successor in title to the Property, or any portion thereof, to enforce any of the following Covenants and Conditions herein agreed.

1. The real Property and improvements shall forever be used and maintained as and for historical monument purposes and for those purposes only in perpetuity in accordance with the application and approved Program of Preservation and Utilization hereinbefore referred to. Said Program of Preservation and Utilization may be amended from time to time at the request of the GRANTEE or the GRANTOR with the written concurrence of the other party and such amendment shall be added to and become a part of the aforesaid approved Program of Preservation and Utilization. In the event the Property ceases to be used or maintained for that purpose, all or any portion of the Property shall, in its then existing condition, at the option of the GRANTOR, revert to the GRANTOR.
2. All plans and specifications for repair and rehabilitation of the building must be developed in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. This includes any plans or changes developed prior to the adaptive reuse of the building as described in the application of the City of Las Vegas. All such plans must be submitted to the National Park Service, Cultural Resources Team, 1111 Jackson Street, Oakland, CA 94607-4807, for review and approval prior to construction.
3. A preservation maintenance plan shall be developed and used by the City of Las Vegas prior to the adaptive reuse of the building by the City of Las Vegas. The plan shall be submitted to the National Park Service for review and approval prior to

its use. A copy of the final plan shall be submitted to the Nevada State Historic Preservation Office.

4. A final Preservation and Utilization Plan for the use of the building, as described in the application, shall be submitted when it is completed, but prior to the commencement of construction.

5. A final Financial Plan, including projected annual budget, shall be submitted when it is completed, but prior to the commencement of construction.

6. Beginning from the date of transfer, the City of Las Vegas shall provide biennial reports to the National Park Service in the format provided by the National Park Service. This report shall not preclude the City and the National Park Service from conducting mutual consultation and discussions in the rehabilitation and administration of the building.

7. Other than as provided in the approved final Preservation and Utilization Plan, the Property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency that the Secretary of Interior agrees in writing can assure the continued use and maintenance of the property for historic monument purposes subject to the same terms and conditions described herein. However, nothing in this provision shall preclude GRANTEE from providing facilities and services compatible with the approved plan, mentioned herein, through concession agreements entered into with third parties provided the prior concurrence of the Secretary of the Interior is obtained in writing to such agreements.

8. The United States of America shall have the right during any national emergency, including any existing national emergency, to full unrestricted use of the Property conveyed without charge; provided, the United States of America shall bear the entire cost of maintenance of all Property it so uses. It shall pay fair rental for use of improvements added by the GRANTEE without federal aid.

9. GRANTEE agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that development of facilities on conveyed surplus properties for historic monument purposes are accessible to the physically disabled; and, further assure in accordance with Public Law 93-112, The Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified disabled individual shall solely by reasons of his/her handicap be excluded from the participation in, be denied benefits of or be subject to discrimination under any program or activity receiving Federal financial assistance.

10. NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(a) GRANTOR warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. GRANTOR warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

This covenant shall not apply:

(1) in any case in which GRANTEE, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; or

(2) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(b) In the event GRANTEE, its successor(s) or assign(s), seeks to have GRANTOR conduct any additional response action, and, as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, the GRANTEE, its successor(s) or assign(s), shall provide GRANTOR at least 45 days written notice of such a claim and provide credible evidence that:

(1) the associated contamination existed prior to the date of this conveyance; and the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party in possession.

(c) GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

11. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT

The GRANTEE is hereby informed and does acknowledge that the building on the Property and existing on the date of this Deed were constructed prior to 1978 and, as with all such property, a lead-based paint hazard may be present. Lead exposure is especially harmful to young children. GRANTEE covenants and agrees, that improvements on the PROPERTY existing as of the date of this conveyance will not be used as residential dwellings. GRANTOR assumes no liability for damages for property damage, personal injury illness, disability, or death, to GRANTEE, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this deed, whether GRANTEE, and its successors or assigns, have properly warned or failed to properly warn the individual(s) injured. GRANTEE further agrees to protect, indemnify, defend and hold harmless the GRANTOR, except for employees of the GRANTOR that work within the Property, from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the GRANTOR, due to, or relating to the presence of lead-based paint on the Property and related abatement activities, or the disposal of any material from the abatement process.

12. ASBESTOS COVENANT

GRANTEE covenants and agrees, on behalf of themselves, their successors and assigns, that in their use and occupancy of the Property, or any part thereof, they will comply with all Federal, state and local laws relating to asbestos; and that GRANTOR assumes no liability for damages for personal injury, illness, disability or death, to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or to any other person subject to the control or direction of GRANTEE, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property described in this deed, whether the GRANTEE, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

13. NONDISCRIMINATION COVENANT

The program for or in connection with which the Property, or any part thereof, is transferred to the GRANTEE shall be subject to and conducted in compliance with, and the GRANTEE shall comply with and require any other person or any legal entity, who through contractual or other arrangements with the GRANTEE is authorized to perform activities or provide services or benefits under said program, to comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964. This agreement shall be subject in all respects to the provisions of said regulations. GRANTEE shall promptly take and continue to take such action as may be necessary to effectuate this Covenant. The United States shall have the right at any time and from time to time to seek judicial enforcement of this Covenant. As a material condition of this Covenant, in the event that the GRANTEE fails to comply or to cause others to comply with this Covenant, as to all or any portion of the Property, then the Property shall, in its then existing condition, at the option of the United States, revert to the United States.

GRANTEE covenants for itself, its heirs, successors, and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, sex or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any

land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

14. **GRANTEE** further covenants and agrees that the Covenants and Conditions contained herein shall be inserted by GRANTEE in any deed or other legal instrument by which GRANTEE divests itself of either the title conveyed herein or any other lesser estate in the Property, or any part thereof including, without limitation, any lease, other than a lease with the GRANTOR.

15. **GRANTOR** expressly reserves a right of access to, and entrance upon, the above-described Property in order to determine compliance with the terms of this conveyance.

In the event of violation of any of the Covenants or Conditions, in addition to any remedy now or hereafter provided by law, the GRANTOR or its authorized agent may institute a suit to enjoin such violation or for damages by reason of any breach thereof. In addition, in the event that there is a breach of any of the Covenants or Conditions herein contained by the GRANTEE, whether caused by the legal or other inability of the GRANTEE, to perform said Covenants or Conditions, or otherwise, all right, title and interest in and to the Property, or any portion thereof, in its then existing condition, at the option of the Secretary of the Interior, or his or her successor in function, shall revert to and become the property of the United States. In addition to all other remedies for such breach, the Secretary of the Interior shall have the right of immediate entry upon the Property, or any portion thereof, and the GRANTEE shall forfeit all right, title and interest in said Property, and in any and all of the tenements, hereditaments and appurtenances thereunto belonging. Notwithstanding the foregoing; the failure of the Secretary of the Department of the Interior, or his or her successor in function, to require in any one or more instances complete performance of any of the Covenants or Conditions of this indenture shall not be construed as a waiver or a relinquishment of the future performance of such Covenants or Conditions, but the obligations of the GRANTEE with respect to such future performance, shall continue in full force and effect.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and, except as otherwise provided herein, the reversion(s), remainder(s), rents, issues, and profits thereof, and also all the estate, right, title, interest, property possession, claim and demand whatsoever, in law as well as in equity, of the said GRANTOR, of, in or to the foregoing Property, and every part and parcel thereof, with the appurtenances.

ACCEPTANCE of the delivery of this Deed shall constitute conclusive evidence of the agreement of the GRANTEE to be bound by the Covenants and Conditions, and to perform the obligations herein set forth.

REFERENCE to any particular authorized official, agency or address of the GRANTOR herein may be changed at any time and from time to time by a signed, written notification to GRANTEE from an authorized representative of GRANTOR.

SAID PROPERTY transferred hereby was duly determined to be surplus, and was assigned to the General Services Administration for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and applicable rules, orders and regulations promulgated thereunder.

TO HAVE TO HOLD, all and singular, the said premises, with the improvements thereon, unto the said GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused this indenture to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

BY: Clark Van Epps
CLARK VAN EPPS
Director, Property Disposal Division (9PR)
U.S. General Services Administration

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

City and County of San Francisco

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(ss:
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On this 9th day of May, 2002, before me, Fabian Huey, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared Clark Van Epps, a Contracting Officer, Property Disposal Division, GSA, Pacific Rim Region, personally known to me, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed, on behalf of the United States of America, by and through the Administrator of General Services, the within instrument in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)



Fabian Huey
Notary Public
In and for the City and County of
San Francisco, State of California

shy

CERTIFICATE OF RECORDATION

I, JACKIE S. BARTAKIAN, of the office of the County Recorder of the Clark County, State of Nevada, did receive for recordation the following instrument:
Quitclaim Deed dated MAY 14, 2002, between the UNITED STATES OF AMERICA, GRANTOR, and the CITY OF LAS VEGAS, GRANTEE. I further certify that the said document was recorded as Document No. 00962, in Book 20020514, at Page N/A of the Official Records of the said County, on the 14TH day of MAY, 2002.

JUDITH A. VANDEVER
Recorder

(SEAL)

By *[Signature]*
Deputy Recorder

Return Copy To:

U.S. General Services Administration
Property Disposal Division (9PR)
450 Golden Gate Avenue, 4th Floor
San Francisco, California 94102-3444

JUDITH A. VANDEVER OF
CLARK COUNTY, NEVADA
CERTIFIES THIS IS A
TRUE COPY IF IMPRESSED
WITH RECORDER'S SEAL

2002 MAY 14 A 11:39

[Signature]

EXHIBIT "A"

Legal Description

That portion of the Northeast Quarter (NE ¼) of Section 34, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada described as follows:

Commencing at the Northeast Corner of Block 33, Clark's Las Vegas Townsite, as said Townsite is shown on map in the Office of the County Recorder of said County; Thence along the prolongation of the Southeasterly line of said block, North 28°13' East 80 Feet; Thence North 61°47' West 580 Feet to the True Point of Beginning; Thence continuing North 61°47' West 350 Feet; Thence North 28°13' East 250 Feet; Thence South 61°47' East 350 Feet; Thence South 28°13' West 250 Feet to the True Point of Beginning.

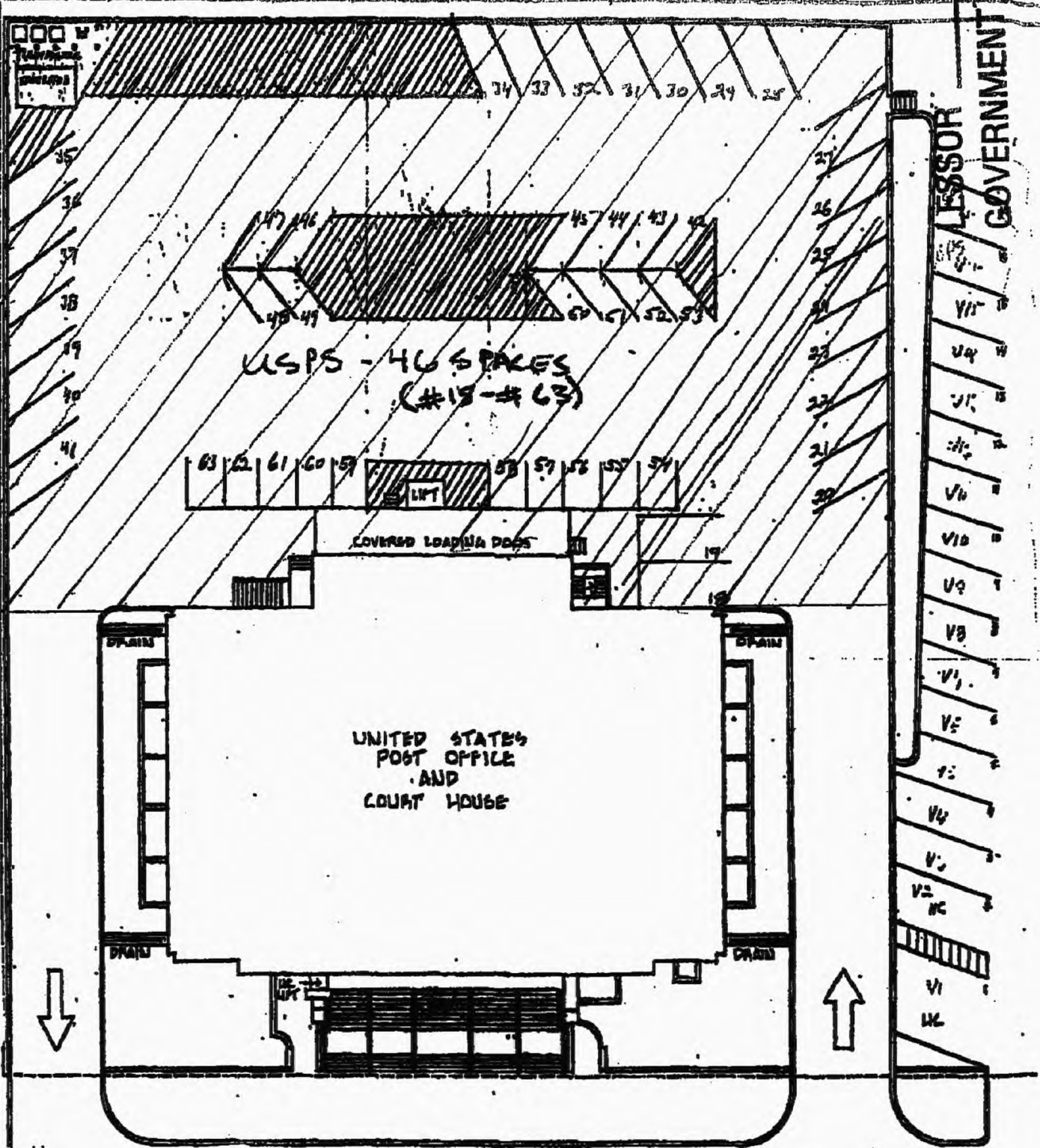
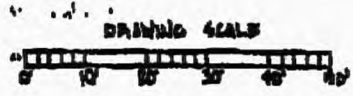


EXHIBIT "A"
PAGE 5 OF 6

STEWART AVENUE

EXCLUSIVE USE
OF USPS



NOTES

- PARKING SPACE NUMBERS INDICATED DO NOT REPRESENT ACTUAL SPACE MARKINGS
- ARROWS INDICATE DIRECTION OF TRAFFIC FLOW
- UNMARKED PARKING SPACES RESERVED FOR GOVERNMENT VEHICLES
- DOTTED LINES REPRESENT PROPERTY LINE

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USPS

LIMITS OF CONSTRUCTION

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INTERLOCAL AGREEMENT

DOWNTOWN TRANSPORTATION CENTER

THIS INTERLOCAL AGREEMENT is made this 18th day of December, 2002, by and between the REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, hereinafter referred to as the "RTC," and the City of Las Vegas, Nevada, a municipal corporation of the State of Nevada, whose address is 400 Stewart Avenue, Las Vegas, Nevada 89101, hereinafter referred to as "CITY."

WHEREAS, the RTC has entered into grant agreements with the Federal Transit Administration (previously known as the Urban Mass Transportation Administration and hereinafter referred to as "FTA") for federal funding participation in mass transit projects under sections of the Urban Mass Transportation Act of 1964, as amended; and

WHEREAS, the CITY, financed in part by a grant from FTA through the RTC, has constructed a 10,000 square foot building on CITY real estate, commonly known as and referred to as the "Downtown Transportation Center," 300 North Casino Center Boulevard, Las Vegas, Nevada 89101, to provide a terminal facility for mass transit vehicles and a central transfer location for passengers in the Clark County mass transit system; and

WHEREAS, the RTC, under said grant agreement with FTA, and acting in the capacity as the FTA Designated Recipient, provided the means for the CITY to obtain FTA monies to construct the Downtown Transportation Center; and

WHEREAS, FTA, pursuant to Section 3 of the Urban Mass Transportation Act of 1964, as amended, requires the RTC to have, maintain, and exercise satisfactory continuing control over the use, administration, and maintenance of the Downtown Transportation Center; and

WHEREAS, for the purposes of FTA, an Interlocal Agreement for the use, administration, maintenance, and repair of the Downtown Transportation Center constitutes, in part, satisfactory continuing control; and

WHEREAS, the RTC anticipates, with the use of the Downtown Transportation Center, the operation of mass transportation services in Clark County, Nevada which may be complemented by the services and facilities of the CITY; and

WHEREAS, the RTC desires to engage the CITY to provide specified transportation center services, hereinafter described.

NOW THEREFORE, it is agreed:

ARTICLE I - SCOPE OF WORK

- A. The CITY will operate and maintain the Downtown Transportation Center as a terminal facility for mass transit vehicles and a central transfer location for

passengers of the Clark County mass transit system in accordance with the Scope of Work attached hereto as Exhibit "A" and made part of this Interlocal Agreement by this reference. The CITY agrees to make the Downtown Transportation Center available to all vehicles and passengers of the mass transit system in Clark County, Nevada. The term "mass transit" is used herein according to the definition promulgated by FTA.

- B. The RTC will operate and maintain fare collection for six fare boxes to be operated by the CITY. Fare collection will be provided at the Downtown Transportation Center, located at 300 North Casino Center Boulevard. All fares collected will be counted, prepared and deposited into an account designated by the CITY. The RTC will provide an actual counted revenue figure deposited to the CITY on a daily basis. The CITY shall designate where this information will be delivered or facsimiled.
- C. The RTC will collect all data from the fare collection system. Data collected from the fare collection system shall be sent to the CITY. All data collected on the CITY operated routes will be delivered or facsimiled on a daily basis to a designated CITY representative.
- D. The RTC will perform all maintenance on six fare boxes at the Integrated Bus Maintenance Facility (IBMF), located at 3216 Citizens Way, North Las Vegas, Nevada 89030. Maintenance will include all labor and spare parts for six fare boxes.

ARTICLE II - CONSIDERATION

Consideration by the RTC to the CITY:

- A. The RTC agrees to pay to the CITY of Las Vegas a sum of money equal to fifty (50) percent of the operating expenses of the DTC reasonably necessary to perform the duties detailed in Article 1, Scope of Work. The expenses include, but are not limited to, salaries, materials and supplies for the following services: administration; custodial; building maintenance; driveway and grounds maintenance; and security. The City will invoice the RTC monthly for the actual amount of all expenses due, net of a credit for 50% of farebox revenues generated on the City Ride buses. Included with the invoice will be backup material indicating the total revenues, total expenses and the portion due the City by the RTC for the month.
- B. In no event shall the total amount of payments due to the CITY from the RTC for the operation of the DTC and City buses exceed nine hundred thousand dollars (\$900,000.00) per year for the entire three (3) year term of this Interlocal Agreement.
- C. The CITY shall apply any and all revenue generated by DTC concessions and advertising sales and City Ride bus advertising fares exclusively to the budgeted transit expenses of the DTC and City Ride buses. The CITY shall apply 50% of the

farebox revenue generated on City Ride buses to the budgeted transit expenses of the City Ride buses and credit 50% of the revenue to the RTC on each monthly invoice. The CITY shall have the option of accounting for the expenses and revenue of the DTC and City buses through the CITY'S general fund accounting system in conformity with the requirements of ARTICLE III of the Interlocal Agreement.

- D. During the term of this Interlocal Agreement, the RTC shall have the right of approval of any and all concession and advertising agreements affecting the DTC or City buses entered into by the CITY and third parties. Each such Agreement shall contain the following express condition: "This Agreement is subject to the written approval of the Regional Transportation Commission." The RTC shall not unreasonably withhold approval of any such Agreement, and written requests for approval by the CITY to the RTC shall be deemed to have been granted in the event that the RTC does not respond to a request within sixty (60) days of receipt.

Consideration by the CITY to the RTC:

- A. The CITY agrees to perform the duties detailed in Article I of this Agreement, Scope of Work, and shall be responsible for paying fifty (50) percent of the expenses thereof. The CITY may offset all or part of its fifty (50) percent share of the expenses with revenue collected from the concessions at the DTC.
- B. The CITY agrees to pay the RTC a sum of money equal to \$1,000.00 per month for the operating expenses of the RTC reasonably necessary to perform the duties detailed in Article 1 (B) (C) (D), Scope of Work. The expenses include, but are not limited to, salaries, materials and supplies for the following services: Fare Collection, Data Collection and Fare Collection Equipment Maintenance. The CITY shall pay the RTC monthly payments for each year of the agreement.
- C. In the event the fare box has a malfunction or jam, the CITY must contact the RTC revenue equipment maintenance staff at 264-0531 or 264-0533. The RTC agrees to respond to such maintenance requests within one (1) hour of initial telephone call.

ARTICLE III - RECORDS AND ACCOUNTING

The CITY shall maintain fiscal accounting records, in conformity with generally accepted accounting principles, of all operations, maintenance, and repairs of and to the Downtown Transportation Center. The CITY shall have an independent outside auditor prepare an annual audit of its records as provided under OMB Circular A-1 28 or subsequent regulations as required by FTA, two copies of which shall be submitted to the RTC within 30 days after, their completion.

The records maintained by the CITY shall also show the account and source of all revenue derived from the operations of the Downtown Transportation Center, and the CITY shall furnish such information to the RTC upon request. In addition, use of said funding assistance shall cause the CITY to contribute toward the Disadvantaged Business Enterprise (DBE)

spending requirements as established pursuant to Section 105(c) of the Surface Transportation Assistance Act.

Any Federal funds expended in connection with DTC and City bus operations shall be included in the RTC's basis for purposes of establishing annual DBE goals under Section 105 (c) of the Surface Transportation Assistance Act and DBE regulations.

ARTICLE IV - TERM

The CITY shall begin providing Downtown Transportation Center services mentioned herein on January 1, 2003, and shall continue providing said services through December 31, 2005.

ARTICLE V - INDEMNIFICATION AND INSURANCE

The CITY agrees subject to the limitations set forth in Chapter 41 of the Nevada Revised Statutes to indemnify, defend and hold the RTC, its officers, employees, and agents harmless from and against any and all demands, claims, and suits for personal injury, death, damage, loss or destruction is in any way caused or alleged to be caused by the CITY's use, operation, maintenance, or repair of the Downtown Transportation Center.

The CITY further agrees subject to the limitations set forth in Chapter 41 the Nevada Revised Statutes to indemnify, defend and hold harmless the RTC, its officers, employees, and agents from and against any and all suits, actions, legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorney fees, costs, and expenses of whatsoever kind arising out of the CITY's performance of this Interlocal Agreement including the CITY's violation or alleged violation of any federal, state, or local law or regulation. No such indemnification shall be required with respect to any and all injury, loss, or damage caused due to the negligence of the RTC, its successor, or assigns.

The CITY, at its own expense, shall obtain and maintain for the duration of the Interlocal Agreement fire insurance on the Downtown Transportation Center in the amount necessary to cover the actual cash value of the real property and on its contents funded by the FTA grant.

The CITY will provide the RTC with certificates of insurance for the coverages listed above and endorsements establishing coverage required by this Interlocal Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer and licensed by the State of Nevada.

The insurance certificates supplied by the CITY must provide for a 30 day notice to the RTC before the implementation of a proposal to cancel the required insurance coverages. The notice requirement does not waive the insurance requirements contained therein. In addition, the CITY shall notify the RTC within 30 days of any reduction in coverage or limits.

Alternatively, the CITY may insure the Downtown Transportation Center by self-insurance, which provides equivalent coverage as the above insurance provisions for the

protection of the property. Notification shall be to the RTC if the CITY is exercising this alternative.

The RTC agrees subject to the limitations set forth in Chapter 41 of the Nevada Revised Statutes to indemnify, defend and hold the CITY, its officers, employees, and agents harmless from and against any and all demands, claims, and suits for personal injury, death, or destruction of any property which injury, death, damage, loss or destruction is in any way caused or alleged to be caused by the RTC's use of the Downtown Transportation Center.

The RTC further agrees subject to the limitations set forth in Chapter 41 of the Nevada Revised Statutes to indemnify, defend and hold harmless the CITY, its officers, employees, and agents from and against any and all suits, actions, legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorney fees, costs, and expenses of whatsoever kind arising out of the RTC's performance of this Interlocal Agreement including the RTC's violation or alleged violation of any federal, state, or local law or regulation. No such indemnification shall be required with respect to any and all injury, loss, or damage caused due to the negligence of the CITY, its successor, or assigns.

ARTICLE VI - CAPITAL EQUIPMENT AND BUILDINGS

The CITY agrees to keep and operate all necessary equipment and buildings for the provision of transportation services as described in the attached Scope of Work Exhibit "A". All real and personal property funded by said FTA grant shall be maintained by the CITY in good condition and working order according to builders' and manufacturers' suggestions and at a high level of cleanliness, safety, and mechanical soundness. Periodic inspections and inventory by the RTC and the U.S. Department of Transportation or their respective designees will be permitted during normal working hours.

The CITY shall maintain and use all real and personal property for mass transit purposes in accordance with the requirements of applicable Federal grant agreements signed by the RTC and with Federal laws and regulations.

ARTICLE VII - ASSIGNMENT

Assignment of this Interlocal Agreement is not permitted without the written mutual approval of the RTC and the CITY.

ARTICLE VIII - TERMINATION

A. Convenience

1. For Convenience: This Interlocal Agreement may be terminated if both of the parties to the Interlocal Agreement agree to such early termination.
2. For Convenience: The RTC may terminate this Agreement with one hundred eighty (180) days written notice to the CITY, should the RTC develop an alternative location for the operations conducted at the DTC.

3. For Convenience: The CITY may terminate this Agreement with one hundred eighty (180) days written notice to the RTC, should the CITY develop an alternative use for the operations conducted at the DTC.

B. Cause

1. For Cause: The RTC may, by thirty (30) days written notice to the CITY, terminate this Interlocal Agreement for any of the following reasons:

- A. The CITY discontinues the use of the real and personal property providing the service under this Interlocal Agreement.
- B. The CITY uses funds provided under this Interlocal Agreement for any purpose other than transportation as described in the Scope of Work.
- C. The timely rendition of services by the CITY is for any reason rendered impossible or illegal.
- D. The CITY defaults in the substantial performance of any of its obligations under this Interlocal Agreement

2. For Cause: The CITY may, by thirty (30) days written notice to the RTC, terminate this Interlocal Agreement for any of the following reasons:

- A. The CITY discontinues the use of the real and personal property providing the service under this Interlocal Agreement.
- B. The RTC defaults in the substantial performance of any of its obligations under this Interlocal Agreement.

- C. In the event of termination for either convenience or cause, the issue of property management and disposition shall be determined pursuant to the procedure set forth in ARTICLE XVI.

ARTICLE IX - INTEREST OF MEMBERS OR DELEGATES TO CONGRESS.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Interlocal Agreement or to any benefit arising there from.

ARTICLE X - PROHIBITED INTEREST.

No member, officer, or employee of the CITY or the RTC during his or her tenure and for a period of one year thereafter shall have any interest, direct or indirect, in this Interlocal Agreement or the proceeds thereof.

ARTICLE XI - MOTOR VEHICLE SAFETY.

Motor vehicles procured as project equipment will comply with the Motor Vehicle Safety Standards as established by the U.S. Department of Transportation.

ARTICLE XIII - DISCRIMINATION.

Pursuant to the Rehabilitation Act of 1973 (Public Law 93-112, 29 U.S.C. 790 et.seq.), as amended, the CITY will comply with all requirements of Section 504 of the Act and the USDOT regulation (49 CFR; Part 27 and 609) implementing the Act, which prohibits discrimination on the basis of disabilities. The CITY will comply with all requirements of the Americans with Disabilities Act of 1990 (Public Law 101-336, 104 U.S.C. 327, et.seq.)

The services and employment opportunities offered or furnished by the CITY shall be made available for all eligible persons without regard to race, color, creed, religion, sex, age, national origin, marital status, or disabilities. All personnel activities of the CITY shall be conducted in a manner, which will assure equal employment opportunity for all. Such activities will be based solely on individual merit and fitness of applicants and employees without regard to race, color, creed, religion, sex, age, national origin, marital status, disabilities, political affiliation, or other non-merit factors.

ARTICLE XIV - SUBCONTRACTS.

The CITY shall include in all subcontracts entered into pursuant to this Interlocal Agreement all of the provisions contained in Articles VII through XIII, inclusive. In addition, the section entitled "Methods by which Contractors and Subcontractors will be Required to Comply with Applicable DBE Requirements" of the RTC's Disadvantaged Business Enterprise (DBE) Program shall be followed by the CITY in any advertisement or invitation to bid for any procurement, using FTA monies, other than the purchase of manufactured vehicles under this Interlocal Agreement.

ARTICLE XV - GENERAL CONDITIONS.

It is further agreed by and between the RTC and the CITY as follows:

- A. That in entering into this Interlocal Agreement, the CITY and/or its employees, agents, or representatives acquire no status, rights, or benefits as an employee of the RTC, it being expressly understood and agreed that the CITY shall perform all undertakings and professional services herein prescribed and contemplated as an independent contractor.
- B. That this Interlocal Agreement may not be enlarged, modified, or altered except by a written document, which is signed by the parties as an amendment hereto.
- C. That no waiver of any breach of this Interlocal Agreement shall be held or construed to be a waiver or any subsequent breach thereof.

- D. That it is expressly understood and agreed by the parties hereto that the only expenditures to be made by the RTC under and by virtue of this Interlocal Agreement shall be the charges and fees specifically provided herein.

ARTICLE XVI - USE AND CONTROL OF THE FACILITY

- A. In General. The RTC shall have the right to exercise satisfactory continuing control and supervision over the Facility and all Project equipment at the Facility, in accordance with FTA requirements and grant conditions, and shall have the right to make the Facility and all Project equipment available to the RTC or to any entity which succeeds the CITY in providing services to the RTC pursuant to a mass transit service contract, in the event that the CITY is in breach of this Interlocal Agreement or fails to negotiate in good faith for a renewal of this Interlocal Agreement.
- B. Period of Control. The RTC's right to exercise control over the Facility and all Project equipment at the Facility shall continue for as long as the Facility and all Project equipment is needed, in the judgment of the RTC, for the original FTA project or program or other transportation activities or operations of the RTC, and shall include any time period necessary to dispose of the Facility and equipment as excess Project property under FTA requirements and procedures. Such right shall continue without regard to whether or not this agreement is extended or renewed in the future.
- C. Lease Payment. In the event that an entity-other than the CITY uses the Facility for the operation of mass transit services under contract with the RTC in the future, the RTC and the CITY agree to meet for the purposes of negotiating in good faith whether lease payments should be made to the CITY for use of such facility, and if such lease payments are to be made, the amount of such payments.
- D. Agreement Regarding Use. The RTC shall not use the Facility or permit anything to be done in or about the Facility, which will in any way conflict with any law, statute, ordinance, or governmental rule or requirements of any duly constituted public authority now in force or hereafter enacted or promulgated.
- E. Alterations and Additions. The RTC shall not make any alterations, additions, or improvements to the Facility without obtaining prior authorization from the CITY, which authorization shall not be unreasonably withheld.
- F. Property Review. The RTC may, at any time after the date of this Agreement, determine that the Facility constitutes excess property that is no longer needed for the purposes specified in the applicable grants or related RTC transportation purposes, after consultation with the CITY.

ARTICLE XVII - PROPERTY MANAGEMENT AND DISPOSITION

A. Property Status and Disposition.

1. The RTC shall consult with CITY prior to declaring that the vehicles, the Facility, or the Project equipment constitute excess property for Federal grant purposes. If the RTC determines that any such property constitutes excess property, the RTC and CITY shall attempt to negotiate a mutually acceptable disposition proposal or plan for submission to the FTA.
2. If the parties are unable to agree upon a disposition proposal or plan, the RTC may seek any necessary disposition instructions or approval from the FTA. In such case, the RTC will include in its submission to FTA the independent views of the CITY regarding appropriate disposition of the property involved. In addition, the CITY may assert whatever other rights it possesses by reason of its interest in such property.

B. Agreement to Comply. In the event that the FTA provides disposition instructions or approvals with respect to the vehicles, the Facility, or the Project equipment, CITY agrees to comply with the terms of such instructions or approval.

CITY and RTC agree that the RTC may use, treat, and dispose of the vehicles, the Facility and Project Equipment in accordance with Sections 12 and 13 of the Federal Transit Administration Master Agreement (Form FTA MTA(I), October 1, 1994), Sections 18.31 and 18.32 of the Common Grant Rule (49 CFR 18.31, 18.32), and Section 7 of Chapter I of FTA Circular 5010.1A.

ARTICLE XVIII - NOTICES

Any and all notices, demands, or other communication required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or by facsimile transmission, or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective address shown below, or such other address as either party may specify in writing to the other party in the manner described above:

CITY:

City of Las Vegas
Field Operations/Vehicle Services
Attn: Dan Hyde, Manager
2950 Ronemus Drive

Las Vegas, Nevada 89128
(702) 229-6971 phone

COPY TO:

City of Las Vegas
Public Works/Real Estate
Attn: David Roark, Manager
400 East Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101
(702) 229-1021 phone

RTC:

Regional Transportation Commission of Southern Nevada
Terry Cordell, Chief Financial Officer
600 S. Grand Central Parkway
Las Vegas, NV 89106
(702) 676-1509 phone

COPY TO:

Regional Transportation Commission of Southern Nevada
Linda Poling, Senior Purchasing Analyst
600 S. Grand Central Parkway
Las Vegas, NV 89106
(702) 676-1550

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be provided to the escrow office, in the same manner as to the Parties.

ARTICLE XIX – MODIFICATIONS OR AMENDMENTS

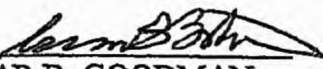
This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

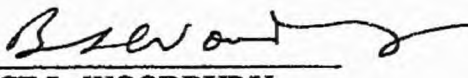
Upon approval of this Agreement by the City Council and after it has been fully executed by signature of all parties, the CITY designates the Manager of the Real Estate & Asset Management Division in conjunction with the City Clerk who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Interlocal Agreement, such as amendments, document requiring signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Records Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Interlocal Agreement to be executed on the year and date first herein above written.

CITY OF LAS VEGAS

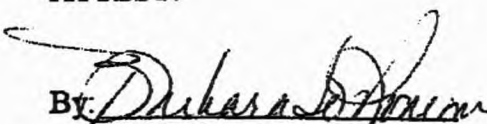
REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

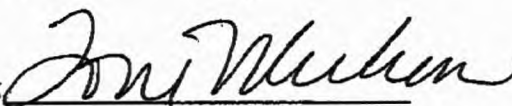
By: 
OSCAR B. GOODMAN,
Mayor

By: 
BRUCE L. WOODBURY,
Chairman

ATTEST:

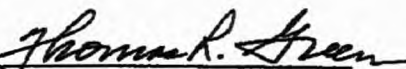
ATTEST:

By: 
BARBARA JO RONEMUS,
City Clerk

By: 
TONI MICHENER,
Executive Assistant

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
DEPUTY CITY ATTORNEY
12/14/02

By: 
ZEVI KAPLAN, General Counsel

EXHIBIT "A"

SCOPE OF WORK

- A. Management, maintenance, and repair of all real and personal property, including appurtenant grounds.
- B. Administration of retail space leasing.
- C. Facility promotional advertising and marketing.
- D. Maintain and promote the facility to readily accommodate Clark County mass transit services such as, but not limited to, Fixed Route, Transit Demand Management, and Paratransit services.
- E. Provide and maintain facility services such as, but not limited to, the following:
 - 1 ticket sales facilities
 - 2. passenger rest room facilities
 - 3 transit service vehicle drivers' comfort station.
 - 4. The CITY shall provide armed security presence during the hours of 7:00 a.m. through 7:00 p.m. seven (7) days per week.
 - 5. The CITY shall provide security during the hours of 7:00 p.m. through 10:00 p.m. and during the hours of 1:00 a.m. through 7:00 a.m., except for Christmas and New Year's Day, when the facility will be closed.

The hours may be extended to 24 hours, seven days per week with the addition of a barrier gate to partition off the gaming area from all other public areas. This barrier gate will be paid for by the Regional Transportation Commission at such time as both parties agree to the extension of operating hours.

EXHIBIT "D"

DISCLOSURE OF PRINCIPALS

The principals and partners of Frank Wright Plaza, LLC and all persons and entities holding more than 1% (one percent) interest in Frank Wright Plaza, LLC Or any principal of Frank Wright Plaza, LLC are the following:

	<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

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

Frank Wright Plaza, LLC

By: _____
Andrew Donner

Its: Manager

Subscribed and sworn to before me this _____ day of _____, 2007

Notary Public

EXHIBIT "E"

RIGHT-OF-ENTRY FORM FOR Frank Wright Plaza, LLC

The City of Las Vegas hereby authorizes Right-of-Entry onto parcels #139-34-501-004, 007 and -008, located at 4th Street and Stewart Avenue to Frank Wright Plaza, LLC. For the purpose of performing surveys, environmental and/or geotechnical services on said City of Las Vegas owned parcels.

City of Las Vegas contact person is: Scott Adams, 702-229-6551

Frank Wright Plaza, LLC contact person is: Andrew Donner, 702-953-4320

City of Las Vegas

by: _____
Douglas A. Selby, City Manager

Date

INDEMNIFICATION

Frank Wright Plaza, LLC hereby agrees to protect, indemnify, and hold City of Las Vegas, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which City of Las Vegas, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from City of Las Vegas, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of Frank Wright Plaza, LLC or its officers employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, Frank Wright Plaza, LLC, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

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

Frank Wright Plaza, LLC agrees to restore the site to its original condition as much as possible, and agrees to conduct its testing in a manner which will cause the least amount of disruption to the present users. This agreement does not constitute or imply any binding contracts or other commitments by City of Las Vegas to Frank Wright Plaza, LLC. Frank Wright Plaza, LLC agrees that it proceeds at its own risk and agrees that the results of said testing shall be shared with City of Las Vegas.

Frank Wright Plaza, LLC

By: _____
Andrew Donner
Its: Manager

Date

DISCLOSURE OF PRINCIPALS

The principals and partners of Frank Wright Plaza, LLC and all persons and entities holding more than 1% (one percent) interest in Frank Wright Plaza, LLC Or any principal of Frank Wright Plaza, LLC are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>Donner Investment Trust/Andrew B. Donner</u>	<u>206 North 3rd Street, Las Vegas 89101</u>	<u>702-953-4320</u>
2. <u>Steven Mack Gaming Investment Trust/Steven Mack</u>	<u>8741 Lakeside Drive, Reno, NV 89511</u>	<u>702-769-5959</u>
3. <u>Robert H. O'Neil</u>	<u>206 North 3rd Street, Las Vegas, NV 89101</u>	<u>702-953-4320</u>
4. <u>Keith E. Grossman</u>	<u>206 North 3rd Street, Las Vegas, NV 89101</u>	<u>702-953-4320</u>

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



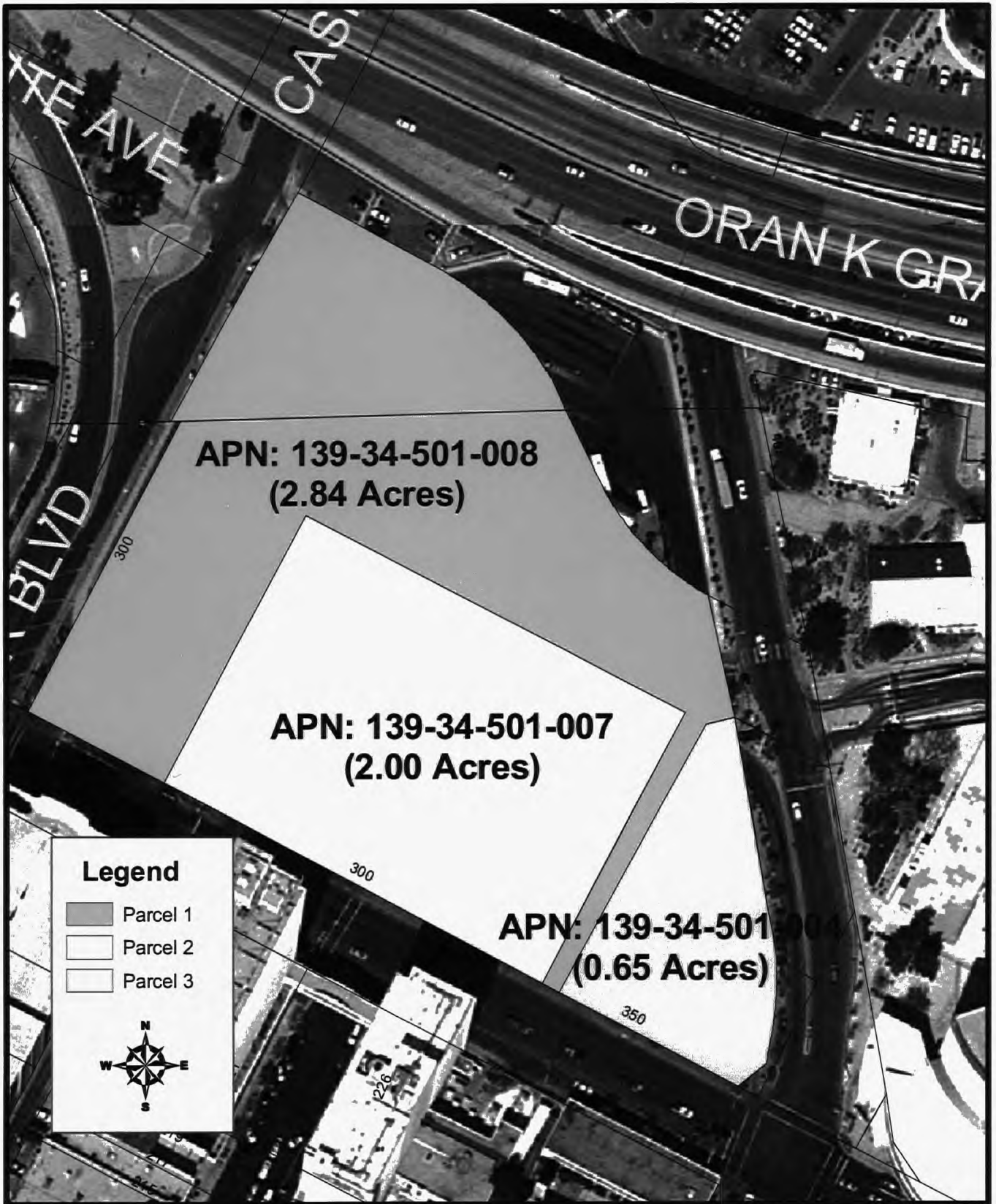
By: _____

Andrew Donner

Its: Manager

Subscribed and sworn to before me this

14 day of November, 2006
Sarah Starr Smith
Notary Public



Site Map

CITY COUNCIL MEETING OF
April 18, 2007

VERBATIM TRANSCRIPT – ITEM 59

Discussion and possible action regarding an Amended and Restated Exclusive Negotiation Agreement (Amended ENA) with Frank Wright Plaza, LLC, (FWP) to negotiate a Disposition and Development Agreement (DDA) for parcels located at 4th Street and Stewart Avenue totaling approximately 5.49 acres (Site) (APNs 139-34-501-004, 007 and 008) – Ward 5 (Williams)

Appearance List:

OSCAR GOODMAN, Mayor

SCOTT ADAMS, Director, Office of Business Development

ANDREW DONNER, Manager of Frank Wright Plaza, LLC

BRAD JERBIC, City Attorney

GARY REESE, Councilman

STEVEN ROSS, Councilman

BRENDA J. WILLIAMS, Councilwoman

20 minutes

Typed by: Gabriela Portillo-Brenner/Vicky Darling

Proofed by: Vicky Darling/Angela Crolli

CITY COUNCIL MEETING OF
April 18, 2007

VERBATIM TRANSCRIPT – ITEM 59

20 **MAYOR GOODMAN**

21 And we're gonna move onto Item 59. Fifty-nine is discussion and possible action regarding an
22 amended and restated exclusive negotiating agreement, an amended ENA, with Frank Wright
23 Plaza, LLC, to negotiate a disposition and development agreement for parcels located at 4th
24 Street and Stewart Avenue, totaling approximately 5.49 acres. This is in Ward 5. Mr. Adams?

25

26 **SCOTT ADAMS**

27 Okay. This – item respects the extension of an ENA that's currently in place. It's been in place
28 between the City and Frank Wright Plaza, LLC, since June of 0-5. The – ENA had been
29 extended, and a current extension expires today. So, we're here to, before you today to consider a
30 potential extension.

31 What you have before you is a, an extension that staff drafted that contains certain conditions in
32 it that we felt, at the time, important that we recommend to you before we could recommend an
33 extension and move forward.

34 And, let me – just kind of review what those are. It's a standard ENA extension. All it is is an
35 extension of time for an additional one hundred and eighty days. But, there were conditions in it
36 that I just wanted to quickly outline, and then I wanted to just comment on those. There, we've
37 had concern, throughout our past negotiations, about the existence of the Third Street Bridge.

38 There's a bridge that connects their two hotel towers, on Third Street, that –, in our consultant's
39 opinion, who's working on the Post Office project, obstructs the view of the Post Office from
40 Fremont Street Experience. So, one of the conditions we put in here, that, before any disposition
41 of site occurred under a DDA, that that bridge would be removed.

42 The other condition is we, they've talked about closing at least one of the streets, Stewart, and
43 possibly even Ogden, in some of their master planning. And so, we've made one condition, that
44 the streets not be closed. And then, finally, because they had started the Lady Luck and then
45 stopped in the middle of construction, we had concern about getting that project restarted again.
46 So, we thought that there at least ought to be evidence of their restart of the Lady Luck before we
47 got into any development agreement with them on the new site.

CITY COUNCIL MEETING OF
April 18, 2007

VERBATIM TRANSCRIPT – ITEM 59

48 During this last week or two, I've had my staff look into the construction issue, and we've
49 determined that one of the conditions we put in, it would almost be impossible for them to
50 accomplish, and that is, they virtually have to restart their building-permit process, and – get their
51 project under construction. So, they couldn't, it would be virtually impossible to restart
52 construction in 60 days. So, I'm okay with the elimination of that condition in the agreement.
53 The condition of street closures, I mean I, that's one that we could either put in the ENA or we
54 just leave it for the DDA. We believe we're not going to approve any master plan, we would not
55 recommend to you any master plan that includes a street closure. This is a downtown. We believe
56 we need the streets for circulation and traffic flow, and we could live without that being in the
57 agreement. But, the – fundamental issue that's in this agreement that we don't seem to be able to
58 get over is this Third Street Bridge, and I'm not sure how we resolve that at this point in time.
59 And, I would, certainly, defer to you, Mr. Mayor, and the other members of the Council for ideas,
60 and – where to go from here. I'm okay with going forward with an ENA extension, as we
61 proposed, from a time standpoint, with the removal of those other conditions. They're willing to
62 provide evidentiary material that would show they can get their project restarted by the end of an
63 ENA period, and that's okay with us. Because they've given us enough information to assure us
64 that – they're gonna be getting this project back on track and moving forward. I think the
65 outstanding issue, at this point, is fundamentally the – Third Street Bridge.

66

67 **MAYOR GOODMAN**

68 All right. Well, as I understand it, and I would like Mr. Donner to address this particular issue. In
69 our discussions, I was definitely under the impression that you understood, at least where I come
70 from, that that Third Street Bridge is non-negotiable. That it's going to be taken down or
71 designed in a fashion where it won't impede the Post Office, and that was part of our discussion. I
72 also advised you that City staff would recommend, under no circumstances, would we be
73 vacating any streets. And, in our discussion, just so we're clear, I don't want to have any
74 misunderstanding on this, you have to engage, in order for you to reach your dream, you have to
75 engage in discussions with the National Park Service as to what can or cannot take place at Frank

CITY COUNCIL MEETING OF
April 18, 2007

VERBATIM TRANSCRIPT – ITEM 59

76 Wright Park. And, basically, that's what will be taking place, as far as you're concerned, during
77 the extension, if the Council would grant it; is that – accurate?

78

79 **ANDREW DONNER**

80 It's accurate. I would like to comment on your comments.

81

82 **MAYOR GOODMAN**

83 Okay, you, I'm sure you would, but – I –

84

85 **ANDREW DONNER**

86 It's accurate that I understand that's what your position is.

87

88 **MAYOR GOODMAN**

89 Okay, but, I – wanna be very clear before I vote on any extension here that we are not waiving
90 that position, at least from my perspective. If we grant an ENA extension, are we in any way
91 conceding that, the issue on the bridge or the closure of streets?

92

93 **SCOTT ADAMS**

94 No. Actually, I wanna remind you that an ENA – is simply an exclusive right to negotiate a
95 DDA. It, and I don't, I'll let maybe the – attorney to weigh in here. I don't believe that grants
96 them any property rights –

97

98 **MAYOR GOODMAN**

99 Mr. Jerbic?

100

101 **SCOTT ADAMS**

102 – like a DDA would.

CITY COUNCIL MEETING OF
April 18, 2007

VERBATIM TRANSCRIPT – ITEM 59

103 **BRAD JERBIC**

104 That's correct. That's my understanding, too. The –, if, by voting on an extension today, it would
105 simply defer the discussion about the bridge to these negotiations. And, either we'll bring back a
106 DDA that addresses your concerns, Mayor, or it won't.

107
108 **MAYOR GOODMAN**
109 All right. Fine. That's fine. What I wanna do is I wanna give Mr. Donner the opportunity to try to
110 make progress, as far as the Federal authorities are concerned, and the, their position, as far as the
111 park. But I don't wanna give up any rights concerning, what I believe is the appropriate position,
112 on the part of the City. But, if you wanna comment on my comments, go ahead.

113
114 **ANDREW DONNER**
115 I – think it's important to. For the record, Andrew Donner. I'm the manager of Resort Gaming
116 Group, which manages Downtown Resorts as well as Frank Wright Plaza, which is the ENA that
117 we're discussing today.

118 In November of 2006 we submitted to the City an entire prospectus on the master plan as it
119 would be incorporated to submit to the appropriate authorities. In that – prospectus that we
120 submitted, it specifically states we are attempting to create alternatives to reduce the visual
121 impact and intrusive character of the existing Lady Luck pedestrian bridge in front of the Post
122 Modern Museum. We've began financial studies to select the most appropriate alternatives. One
123 of the most viable and likely options is the minimization of the existing structure combined in an
124 all-glass bridge as depicted on Exhibit M. We will continue to work diligently with the City on
125 this issue. We went ahead and submitted an Exhibit M and for five months, Your Honor, we
126 have not had any feedback from the City or staff.

127 Additionally, to really understand the bridge issue, I think it's important to understand why we
128 have remaining obstructions in removing the bridge. We don't have the legal right to remove that
129 bridge. Currently, as – we sit here today, in two thousand and three, the City of Las Vegas
130 accepted a overall master plan from a previous owner of the property. That previous owner put in
131 a time-share element into his property. There were five hundred and forty-three property owners

CITY COUNCIL MEETING OF
April 18, 2007

VERBATIM TRANSCRIPT – ITEM 59

132 in the West Tower on the other side of Third Street. So the property is bifurcated in its –
133 ownership. In addition to that, there were easement rights prior to our acquisition of the property
134 that were recorded against the property that doesn't allow us to take away the access. Those rights
135 were further enhanced by a reciprocal easement agreement which was recorded. As you know,
136 time share is highly regulated by the Department of Real Estate. Part of that is full disclosure and
137 at the time there was never a contemplation of removing their access rights to the bridge. So even
138 if I wanted to meet the request, I legally cannot meet the request, getting, because of their rights.
139 And if you go one step further, the ownership of the West Tower is different than the ownership
140 of the East Tower, coupled with the fact that you have separate banks that have lent monies on
141 those towers. The bridge is owned by the east side of the street and the west is granted access.
142 We have specific language in our financing documents that, even if we were able to get over the
143 five hundred and forty-three other owners that own rights to the west tower and access to the
144 east, we still would not be able to circumvent the liability and the responsibility have and
145 fiduciary obligation to our lenders.

146 And then if you go one step further, there's the issue, if you could get beyond the five hundred
147 and forty-three owners and if you could get beyond the financial repercussions, then you get into
148 life safety.

49 And then the third is that there's privity. The ownership is not going to be congruent on the north,
150 which is Frank Wright Plaza, to the development of the Lady Luck. And I'm happy to address the
151 construction and the progress of the Lady Luck, because there's some exciting news that's going
152 to be coming forward. But because there's non-congruent ownership, Frank Wright Plaza, that's
153 developing potentially the north, can't dictate of what's going on to the south. The dynamics are
154 totally different of the developments, the lenders are totally different and the ownership
155 potentially is different. So that's why we have been reluctant.

156 That being said, we have always maintained the position, and I say it here today, is that we are
157 willing to work with the City, at our cost, to seek any sort of alternatives to the design of that
158 bridge to make it aesthetically pleasing, number one; and number two, we're still willing to look
159 into the possibilities of either lowering or raising that bridge. But we don't have the information
160 back on that issue.

CITY COUNCIL MEETING OF
April 18, 2007

VERBATIM TRANSCRIPT – ITEM 59

161 Be that as it may, the likelihood of a bridge being removed and a condition precedent to a
162 potential ENA extension, I could never agree to because I would be breaking the law.

163

164 **MAYOR GOODMAN**

165 I would never want you to break the law, Mr. Donner.

166

167 **ANDREW DONNER**

168 Well, but that's – where we are on that issue.

169

170 **MAYOR GOODMAN**

171 I mean I would never ask you to break the law. You know that.

172

173 **ANDREW DONNER**

174 Okay, now, I want to address the vacation, Sir.

175

176 **MAYOR GOODMAN**

177 Okay.

78

179 **ANDREW DONNER**

180 On the vacation of the street, it is not the development's position today, us, as owners, as the
181 developer, that we are requesting for that street to be vacated. All we're saying is that we want us,
182 as well as staff, as well as the City, to make an intelligent decision. None of us can sit here today
183 and say definitively of what could be developed on the park and the bus terminal. We have,
184 unlike other ENAs, a very complex transaction. We're dealing with NDOT. We're dealing with
185 the RTC. We're dealing with consultants of the Museum. We're dealing with Parks and
186 Recreation. We're dealing with Public Works. And, ultimately, if we get beyond all of those
187 hurdles, we theoretically could be influenced by what the Feds want or don't want. What we have
188 said to you, and I will discuss traffic as we submitted to you in November of two thousand and
189 six, a detailed traffic and parking study has been prepared by Kimley Horn and describes the

CITY COUNCIL MEETING OF
April 18, 2007

VERBATIM TRANSCRIPT – ITEM 59

190 parking demands and traffic impact of the master plan. Due to the voluminous size, it's enclosed
191 rather than incorporated as an exhibit. Again, Your Honor, we've received no feedback for five
192 months after numerous requests by the City on this potential vacation. All we want to do is look
193 at all the possibilities, get all of the independent reports, on our dime, present it to the City so
194 everyone can give input and then all make an intelligent decision on what's the best plan to
195 submit to the proper federal authorities.

196

197 **MAYOR GOODMAN**

198 And I want to give you that opportunity, as I've indicated to you. Who owns the building?

199

200 **ANDREW DONNER**

201 Who owns which building?

202

203 **MAYOR GOODMAN**

204 Who owns the property?

205

206 **ANDREW DONNER**

07 The property's owned by three separate entities and has separate lenders on each entity. There's
208 actually three bankers –

209

210 **MAYOR GOODMAN**

211 Who you're speaking for?

212

213 **ANDREW DONNER**

214 I'm speaking for all of the property owners.

215

216 **MAYOR GOODMAN**

217 Do you have the authority to do that?

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218 **ANDREW DONNER**

219 Yes, I do.

220

221 **MAYOR GOODMAN**

222 I wasn't aware of multiple ownership over there until this morning, but that – could be my
223 oversight.

224

225 **COUNCILMAN REESE**

226 (inaudible)

227

228 **MAYOR GOODMAN**

229 Yes –

230

231 **COUNCILMAN REESE**

232 Who owns the bridge?

233

234 **ANDREW DONNER**

35 The bridge is owned by the owners of what's called today Downtown Resorts, which is the east
236 side of the property.

237

238 **COUNCILMAN REESE**

239 Mr. Jerbic, is it, he's saying, what he's saying is true, that we have no control over that bridge?

240

241 **BRAD JERBIC**

242 I – will accept the representations made by Mr. Donner. I don't know that I will agree with him at
243 the end of the day, but I think that the arguments that he is making sound like the kind of
244 arguments that should be made during the discussion toward a DDA. And if staff evaluates those
245 arguments and says we agree, then we can bring that to the Council and you can decide whether
246 or not it's a deal killer. But with respect to resolving those issues now in granting the ENA, it

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247 doesn't seem likely that we're going to be able to do that. And I would recommend that you pass
248 on those arguments, give direction to staff as to what you would like to see as the outcome and
249 go with the extension.

250

251 **MAYOR GOODMAN**

252 When will you start some kind of construction project on the property that you presently have
253 control over?

254

255 **ANDREW DONNER**

256 Okay. Let me answer that a little bit around about. I understand from – the perception of what
257 we've put out in the marketplace is that the project is – delayed and possibly not moving forward.
258 If we were to have imploded the property and put out a three or four year development plan, we
259 probably would not be under any sort of criticism. We have gone inside and instead of imploding
260 the outside we've basically done that with the inside. The entire development took a right turn.
261 And other than these –

262

263 **MAYOR GOODMAN**

64 Don't use right turn around this Council.

265

266 **ANDREW DONNER**

267 Left turn.

268

269 **MAYOR GOODMAN**

270 All right.

271

272 **ANDREW DONNER**

273 All right. It's, I have never given a public announcement other than in these public environments
274 on the development of the project, because I never wanted to over-promise and under deliver.

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275 That being said, within the next 60 days, I – think realistically it's 30, we will be making our first
276 public announcement.

277 We have received approval from an international public, one of the largest hotel companies in the
278 world, to put a flag downtown. We are in final negotiations on that franchise agreement, which
279 we will be bringing forward as a status and announcing it into the public. With that being said, it
280 is, we have an – obligation to receive all of their feedback on now their specification and design.
281 I feel that, to answer your question specifically, we will have that feedback over the next 60 or 90
282 days. At which time we will be moving forward for both the Towers as well as the permitting
283 stage for the hotel – aspect as well as the retail aspect. We will probably receive permits from, in
284 the last quarter of two thousand and seven or the first quarter of two thousand and eight.

285 Too, our hotel company has a contractual obligation, we have made the commitment that we will
286 have the facility open by the fourth quarter of two thousand and eight. Our construction timeline
287 and – documentation suggests with our bankers and there is financing in place, that it would be
288 the third quarter of two thousand and eight.

289

290 **MAYOR GOODMAN**

291 All right. Well, what I would like to do, if we're going to extend the ENA, Councilwoman
292 Williams, I would like to extend it for another 90 days, so we can bring these folks back and get
293 another progress report. I think to extend it, even though it may be impractical, as far as you're
294 getting any kind of answer from the federal authorities by that time, I think it's important that the
295 public gets these periodic reports and this is the best way to do it.

296

297 **ANDREW DONNER**

298 And we would be happy, in 90 days, to, over that 90 days to certainly work with staff on the
299 development plan, work with all the Council members to make sure their input is – taken into,
300 what could be submitted to the feds. And then as well, we'll be able, at that time, to publicly
301 disclose all of the developments that are going on with our construction on the Lady Luck.

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302 **MAYOR GOODMAN**

303 All right. And I – appreciate that. You – know how I feel about this. There are two projects that
304 are in the downtown, Neonopolis being one of them and the Lady Luck being another, that I refer
305 to them as albatrosses at this point in time. It's like having a – carcass outside my window when I
306 look down there and don't see anything happening with the Lady Luck.

307

308 **ANDREW DONNER**

309 I will only comment to this is that I understand and – typically, like you, we – sprint. But this
310 development is a marathon. And where other folks have gone home, we've drawn our line in the
311 sand and we continue to make our investment. For the first time in a long time, we've completed
312 a joint venture partnership as well as an international hotel company, which is exciting, really, for
313 downtown. And I think that in, you know, once we announce and once there's forward
314 movement, all of the past criticisms and perception of a stalled project will go away.

315

316 **MAYOR GOODMAN**

317 And I – agree with you, having a bit of an idea of what you're talking about, I agree with you. But
318 I would like to have that announcement made sooner than later. So –

19

320 **ANDREW DONNER**

321 So – would I, Sir.

322

323 **MAYOR GOODMAN**

324 – so we could look at that carcass will take on some life.

325

326 **ANDREW DONNER**

327 And I promise you we're not leaving until we do it.

328

329 **MAYOR GOODMAN**

330 All right. Fair enough. Any other comments or questions? Yes, Mr. Jerbic?

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331 **BRAD JERBIC**

332 Just a couple of comments and, one comment and a question. I just wanted to remark that any
333 failure of staff to respond in this five month period if not assent to the bridge construction or any
334 other issue and I think Mr. Donner knows that, but I wanted to put that on the record.

335 The second is a question I have for Mr. Donner. Given the timelines that you just outlined for the
336 Council, have you taken steps to preserve your gaming license at that site?

337

338 **ANDREW DONNER**

339 Of course.

340

341 **BRAD JERBIC**

342 Okay.

343

344 **MAYOR GOODMAN**

345 All right. Thank you. Any other comments or questions? Councilman Ross.

346

347 **COUNCILMAN ROSS**

48 Your Honor, I do.

349

350 **COUNCILMAN ROSS**

351 Mr. Donner, you've – stated that you got no response from the City whatsoever in five months on
352 a couple of issues. I'm – a little concerned about that.

353

354 **SCOTT ADAMS**

355 Let me – correct – the record on that. And is, I was not going to drop down to the level and
356 respond to that. They gave us a master plan. We gave them extensive comments and questions
357 regarding that master plan. We've heard nothing from them during that period. In fact, just in
358 January, I finally received their check list of all their comments, in check list format, in response
359 to our – collective comments. Our staff gathered comments from our Public Works Department,

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360 our consultants who are working on the Post Office, various groups provided that to them. So I –
361 had to bristle a little when I heard that. And I'm not going to stand here and – debate that issue.
362 We did respond. I pride our Department, I pride myself on our Department being responsive and
363 moving at the speed of business. So I – needed to correct that for the record.

364

365 **ANDREW DONNER**

366 And – Councilman, I don't think it serves any one purpose to debate that issue. We have a
367 different perspective. We feel that the City has been a little bit lethargic in the response to our
368 new plan. All of the comments were to an old plan. But, be that as it may, it's in the benefit of all
369 parties to move forward. It's a great development for the City of Las Vegas and we are
370 committed to working with staff on the new plan and getting the feedback from all the Council
371 members.

372

373 **MAYOR GOODMAN**

374 All right. But I'll throw in my two cents now. To have an attitude, okay, and I don't, be the City of
375 an attitude, I have an attitude, and, but it's not good for you to have an attitude. Let's – get it done.

376

77 **ANDREW DONNER**

378 We totally agree.

379

380 **MAYOR GOODMAN**

381 Okay. All right. Councilwoman?

382

383 **COUNCILWOMAN WILLIAMS**

384 After all the discussion, I move that we move ahead to extend the negotiation period.

385

386 **MAYOR GOODMAN**

387 For 90 days?

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388 **COUNCILWOMAN WILLIAMS**

389 **For 90 days.**

390

391 **MAYOR GOODMAN**

392 Thank you. Let's vote on that please, yes. Post. **(Motion carried unanimously.)** Motion carries.

393 Good luck.

394

395 **ANDREW DONNER**

396 Thank you.

397

398 **MAYOR GOODMAN**

399 You're welcome.

400

401 (END OF DISCUSSION)

402 gpb/vwd;ac

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 18, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding the Real Property Purchase and Sale Agreement with Las Vegas Police Protective Association Metro, Inc. for real property generally located adjacent to the northwest corner of Seventh Street and Stewart Avenue and identified with parcel number (APN 139-34-501-011) (\$1,524,003.18 - City Facilities Capital Projects Fund) - Ward 5 (Williams)

Fiscal Impact

☐

No Impact

☒

Augmentation Required

☐

Budget Funds Available

Amount: \$1,524,003.18

Funding Source: City Facilities Capital Projects Fund

Dept./Division: Office of Business Development

PURPOSE/BACKGROUND:

The acquisition of this property is part of the ongoing land assemblage located directly east of City Hall. This is a willing seller/willing buyer transaction. The Site consists of 0.63 acres identified as (APN 139-34-501-011). The sales price is based on a price of \$55.53 per square foot. This purchase price is the total of the original purchase price plus soft costs of their project.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

Real Property Purchase and Sale Agreement

Motion made by BRENDA J. WILLIAMS to Approve

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

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

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, indicated that this matter involves the purchase of a parcel the City had sold to the Las Vegas Police Protective Association (PPA) at a time staff had no idea the parcel would be considered for the development of an arena. Since then, the PPA has found a more appropriate site in Summerlin for the development of its building. The parcel is being bought back at the original sale price, plus the PPA's related development expenses incurred. The PPA is not attempting to capitalize on this sale. Staff recommends approval.

COUNCILMAN REESE asked MR. ADAMS to continue to work with the PPA.

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, entered into this 23rd day of April, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and LAS VEGAS POLICE PROTECTIVE ASSOCIATION METRO, INC (hereinafter the "Seller"):

WITNESSETH:

WHEREAS, the Seller owns certain real property located adjacent to the northwest corner of Seventh Street and Stewart Avenue in the City, and identified with parcel number APN 139-34-501-011 (hereinafter the "Site"); and

WHEREAS, the Seller desires to sell to the City and the City desires to purchase the Site from the Seller, and

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions of the purchase and sale of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms by which the City shall purchase the Site from Seller as hereinafter described.

2. THE SITE

The Site consists of 0.63 acres, identified with APN: 139-34-501-011, and is generally depicted in **Exhibit A** and described in **Exhibit B**, both of which are attached hereto and incorporated herein by this reference. The Site consists of unimproved land to which the utilities, infrastructure and all off-site improvements (excluding sidewalks and driveways) are available.

3. GENERAL SCOPE OF ACQUISITION

By executing this Agreement, the Seller agrees to sell and the City agrees to purchase the Site as described in Section 2 above.

4. ACQUISITION OF SITE

The Purchase Price for the Site is One Million Five Hundred Twenty-Four Thousand Four Hundred Three Dollars and Eighteen Cents (\$1,524,003.18) (hereinafter "Purchase Price"). The entire Purchase Price for the Site is due and payable at the close of escrow as described in Section 8 below.

5. GENERAL REPRESENTATIONS

The City and the Seller each represent and warrant that:

a. This Agreement and all agreements, instruments and documents herein provided to be executed are duly executed and binding on the parties;

b. The execution, consent or acknowledgment of no other party is necessary to effect the obligations of the City or the Seller as provided in this Agreement;

c. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement.

6. EARNEST MONEY DEPOSIT

Immediately upon its execution of this Agreement, the City shall deliver to the Escrow Agent (as defined in Section 8 below) a deposit (the "Earnest Money Deposit") in the amount of Five Thousand Dollars (\$5,000.00).

Upon fulfillment of all conditions necessary to enable escrow to close with respect to the Site, the Earnest Money Deposit shall be applied toward the Purchase Price of the Site.

7. ACQUISITION AND CONVEYANCE

In accordance with and subject to all the terms, covenants and conditions of this Agreement, the Seller agrees to convey the Site to the City. Except as otherwise specifically provided, the parties shall each pay one half of all closing and escrow costs related to the conveyance of the Site to the City, including title insurance premium, title company and closing costs.

8. ESCROW

The parties agree to open an escrow with Nevada Title Commercial Division, (the "Title Company"), 2500 N. Buffalo Suite 150, Las Vegas Nevada with Kristin Ravelo, (702) 251-5106 as escrow agent (the "Escrow Agent"), immediately after the effective date of this Agreement. This Agreement constitutes the joint escrow instructions of the City and the Seller,

and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The City and the Seller shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Unless otherwise specified in any supplemental escrow instructions, the terms of this Agreement shall prevail in the case of any conflict between this Agreement and such instructions. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Agreement relating to Escrow Agent in writing, delivered to the City and to the Seller upon the opening of the escrow, shall carry out its duties as Escrow Agent hereunder. For purposes of opening and closing escrow, amending any terms of the Agreement other than the Purchase Price, executing any documents other than deeds, the City's Director of the Office of Business Development, Scott Adams or his written designee, is authorized to represent the City in this matter.

The Seller shall timely and properly execute, acknowledge and deliver to the Escrow Agent the Grant, Bargain & Sale deed conveying title to the Site in accordance with this Agreement in the form attached hereto as **Exhibit C**.

Upon delivery of the deed to the Escrow Agent by the Seller and upon delivery by the City of the Purchase Price pursuant to this Agreement, the Escrow Agent shall record such deed when title can be vested and title insurance as required by Section 14 hereof can be provided in accordance with the terms and provisions of this Agreement. The Escrow Agent shall confirm that the City is exempt from paying any transfer tax with respect to the acquisition of the Property.

The Escrow Agent is authorized and instructed to:

a. As soon as possible following opening of escrow, provide a preliminary title report ("PTR") for the Site. Thereafter, the City shall have 10 (ten) days from receipt thereof in which to accept, reject or request modification of the PTR. Failure to object to the PTR within 10 (ten) days after delivery shall be deemed to represent the City's approval of the PTR. The exceptions to title accepted by the City shall be deemed the "Permitted Exceptions" with respect to the Site. Upon any objection by the City to any exception in the PTR, Escrow Agent, with the total cooperation of Seller, shall determine what action is necessary to satisfy and cancel such exception. Upon any such objection, Seller shall provide Escrow Agent and City with any and all information and documents related to the exception, contact information for any party involved in the exception, and any documents or information requested by Escrow Agent with respect to the exception. At its sole cost and expense, Seller shall also take any action requested by Escrow Agent to provide title to the City in the condition of Section 11 herein.

b. Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Agreement and related solely to the acquisition and transfer of the Site. Before such payments are made, the Escrow Agent shall notify the City and the Seller of the fees, charges and costs necessary to clear title and close the

escrow. The City shall be responsible for all fees and costs associated with the closing of escrow.

c. Disburse funds and deliver the deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and the Seller;

d. Obtain and charge the parties the cost of a title insurance policy insuring title to the Site in conformance with the requirements of Section 14 of this Agreement. The additional cost of an ALTA survey policy if desired by the City shall be borne entirely by the City.

e. Record any instruments delivered through this escrow, if necessary or proper, to vest title in accordance with the terms and provisions of this Agreement.

f. Prior to closing determine and confirm the complete and accurate history and chain of ownership, management and control of the Site in order to guarantee authority of Seller to convey clear title to the Site to City pursuant to the terms of this Agreement. Any costs incurred by Escrow Agent in determining and establishing such authority shall be borne solely by Seller. Seller shall cooperate with Escrow Agent in providing copies of any documents necessary to establish such matters.

If this escrow is not in condition to close before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither the City nor the Seller shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return shall be recognized until 10 (ten) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the 10 (ten) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both the City and the Seller or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section shall be construed to impair or affect the rights or obligations of the City or the Seller to specific performance.

Any amendment of these escrow instructions shall be in writing and signed by both the City and the Seller. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City or the Seller shall be directed to the addresses and in the manner established in this Agreement for notices, demands and communications between the City and the Seller.

9. **CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION**

Provided that the parties are not in material default under this Agreement and all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance of title to the Site shall be completed on or prior to **May 25, 2007**. The City and the Seller agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper, in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and to do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement. Notwithstanding the above, neither party shall record any memorandum of this Agreement, or this Agreement, in the records of the County Recorder, Clark County, Nevada.

10. **FORM OF DEED**

The Seller shall convey to the City or to its nominee fee simple title to the Site in the condition provided in Section 11 of this Agreement by a grant, bargain and sale deed in a form that is consistent with **Exhibit C** to this Agreement.

11. **CONDITION OF TITLE**

The Seller shall convey title to the Site free and clear of all recorded liens, encumbrances, restrictions, conditions, assessments, taxes, and other defects, other than those acceptable to the City.

12. **CONDITIONS PRECEDENT TO CLOSE OF ESCROW**

In order for escrow to close with respect to the Site, Seller must have delivered to the Escrow Agent the appropriate deed and the City must have deposited with the Escrow Agent the Purchase Price. The City must also have approved the Permitted Exceptions to title.

13. **CLOSE OF ESCROW**

Upon the fulfillment of the conditions described in Section 12, the Escrow Agent shall file the deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the City a title insurance policy insuring title in conformity with Section 14 of the Agreement. The recordation of the deed shall constitute the close of escrow.

14. TITLE INSURANCE

Concurrently with recordation of the deed, the Title Company shall provide and deliver to the City a CLTA insurance policy issued by the Title Company insuring that the title to the Site conveyed to the City is vested in the condition required by Section 11 of this Agreement.

15. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

The Seller shall be responsible for the payment of all real estate taxes and assessments assessed and levied, if any, on the Site for any period of time prior to conveyance of title thereto, and for any recapture taxes for any period of time prior to close of escrow. The City will not pay transfer taxes. Prior to conveyance of title, the Seller shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien, and shall be responsible for the removal of any and all liens currently recorded against the Site.

16. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any person except that of the Seller.

17. INSPECTION BY THE CITY

Commencing with the first date set forth above and extending until 5 (five) days prior to the close of escrow (the "Inspection Period"), the City and its representatives shall have the right to enter upon and inspect the Site at all reasonable times for the purpose of conducting such boundary and topographical surveys, and surface and building condition assessments as the City may reasonably require, but such surveys, tests and assessments shall not damage the Site. The City shall indemnify, defend and hold the Seller harmless for any personal injury, death or Site damage, including costs and attorney's fees, arising out of any activity by the City, or its agents, employees or contractors pursuant to this Section. The City shall have access to all data and information on the Site available to the Seller, but without warranty or representation by Seller as to the completeness, correctness or validity of such data and information.

Any entry upon and inspection of the Site by the City prior to conveyance of title thereto shall be done only after written consent of the Seller (which consent shall not be unreasonably withheld) and at the sole expense of the City. Copies of all data, surveys, tests, remediation, agreements, obtained or made by Seller on the Site shall be delivered to the City.

Notwithstanding any other provision of this Agreement, the City shall have the right to terminate this Agreement prior to expiration of the Inspection Period, if inspection of the

Site reveals soil or similar conditions that, in the City's reasonable judgment, make development impossible or impractical. Upon its exercise of said right to terminate, the City shall be entitled to the return of the Earnest Money Deposit.

18. ASSIGNMENT

This Agreement may be assigned by the City if deemed necessary at the City's sole discretion.

19. TIME OF ESSENCE

Time is of the essence of this Agreement and every obligation hereunder.

20. DEFAULT AND REMEDY

In the event conveyance of Site to the City does not occur solely as a result of Seller's breach of its obligations under this Agreement, and if the City has given Seller written notice of the alleged default and a reasonable period to cure that default, but not less than twenty (20) days, the City shall be entitled to terminate this Agreement, and either seek the refund of the Earnest Money Deposit, or alternatively, pursue specific performance as its sole and exclusive remedies, excluding any claim for punitive or consequential damages or lost profits. In the event the City breaches its obligations under this Agreement, the Seller shall be entitled to terminate the Agreement, obtain the Earnest Money Deposit from Escrow Agent, or alternatively, pursue specific performance as its sole and exclusive remedies, excluding any claim for punitive or consequential damages or lost profits.

21. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement. Seller shall not assign this Agreement or any rights hereunder without the prior written consent of the City.

22. NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to the Seller for any default or breach by the City, for any amount which may become due to the Seller or for any obligation of the City under the terms of this Agreement.

23. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between the City and the Seller shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City and the Seller as set forth in this Section 23. Such written notices, demands and

communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the City: City of Las Vegas Office of Business Development
Attn: Scott D Adams, Director
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

If to the Seller: Las Vegas Police Protective Association Metro, Inc
Attn: Chris Collins, Executive Director
201 Las Vegas Blvd. South, Suite 200
Las Vegas, NV 891401-1197

24. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement comprises **pages 1 through 11**, inclusive, and Exhibits A, B, C and D, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Seller and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of the City and the Seller.

25. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

26. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

27. **CAPTIONS**

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

28. **DISCLOSURE OF PRINCIPALS**

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Seller warrants that it has disclosed, on the form attached hereto as **Exhibit D**, all principals, including partners of Seller as well as all persons and entities holding more than a 1% (one percent) ownership interest in the Site. Throughout the term hereof, Seller shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

29. **EFFECTIVE DATE OF THE AGREEMENT**

This agreement shall not become effective until the following conditions have been satisfied:

- a. The City Council approves the execution of this Agreement; and
- b. An authorized representative of the City has signed this Agreement; and
- c. Seller has signed this Agreement.

30. **TIME FOR ACCEPTANCE OF AGREEMENT BY CITY**

This Agreement, when executed by the Seller and delivered to the City, must be approved by the City, executed and delivered by the City by **May 18, 2007**, or this Agreement shall be void, except to the extent that the Seller shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. Seller may execute this Agreement by signing and acknowledging the Agreement, and submitting it to the City via facsimile transmission, with the original signed and acknowledged original to follow by express mail and delivered to the City by **April 17, 2007**. By executing this Agreement and submitting it to the City, the Seller is making an irrevocable offer to enter into this Agreement, which offer shall continue for the periods of time specified herein. The effective date of this Agreement shall be the date when this Agreement has been signed by the City. The parties and Escrow Agent shall use reasonable good faith efforts to accomplish the close of escrow as soon as commercially reasonable following the completion of all matters necessary to close escrow hereunder, but regardless of the above, **close of escrow shall occur not later than May 25, 2007**.

31. COUNTERPARTS

This agreement maybe signed in any number of counterparts, each of which shall be deemed to an original and all of which together shall be deemed to be one and the same agreement.

Date of City Council Approval:

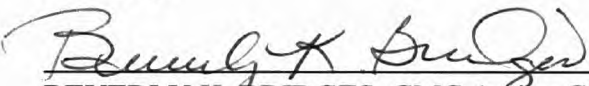
4/18/2007

CITY OF LAS VEGAS

By:


OSCAR B. GOODMAN, Mayor

ATTEST:

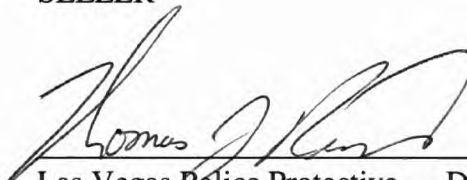

BEVERLY K. BRIDGES, CMC Acting City Clerk

Approved as to form:

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

SELLER

By:

 4-16-07
Las Vegas Police Protective Association Metro, Inc. Date:
Tom Reid
~~Chris Collins~~ Asst.
Its: Executive Director

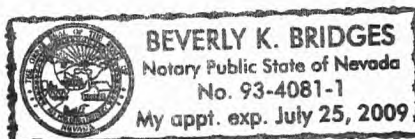
ACKNOWLEDGMENTS

STATE OF NEVADA §
COUNTY OF CLARK §

§

On this 23RD day of April, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

Beverly K. Bridges
NOTARY PUBLIC, in and for said
County and State



STATE OF NEVADA §
§
COUNTY OF CLARK §

On this 16th day of APRIL, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, ~~Chris Collins~~, who acknowledged that he executed the above instrument.
Thomas Reid

Margaret M. Adymy
NOTARY PUBLIC, in and for said
County and State

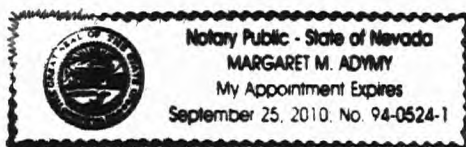


Exhibit A

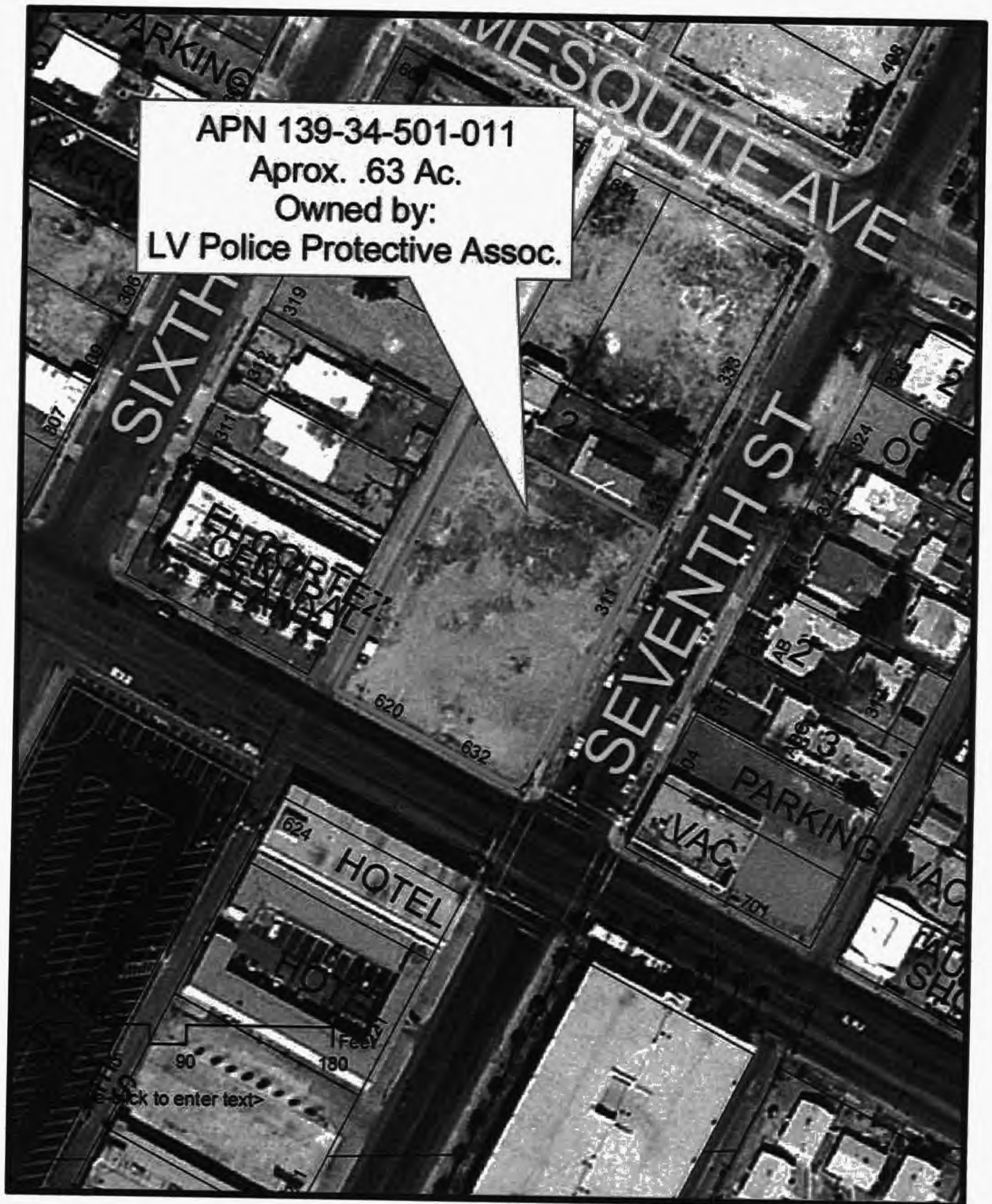


EXHIBIT "B"
LEGAL DESCRIPTION

**THAT PORTION OF THE NORTH HALF (N ½) OF THE NORTHEAST
QUARTER (NE ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST,
M.D.B. & M., DESCRIBED AS FOLLOWS:**

**PARCEL 1 AS SHOWN BY MAP THEREOF IN FILE 112 OF PARCEL MAPS,
PAGE 41, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY,
NEVADA.**

EXHIBIT "C"

APN: 139-34-501-011

RPTT: _____

Recording Requested by:
City of Las Vegas
Office of Business Development
400 Stewart, 2nd Floor
Las Vegas, NV 89101

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the Las Vegas Police Protective Association Metro, Inc. (herein the "Grantor"), hereby grants, bargains and sells to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "Grantee") all right, title, and interest in the real property (the "Property") legally described in the document attached hereto as Attachment "A" and incorporated herein by this reference, which Property is also known as APN: 139-34-501-011.

The Property is conveyed subject to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record.

IN WITNESS THEREOF, the Grantor and Grantee have caused this instrument to be executed this _____ day of _____, 2007.

LAS VEGAS POLICE PROTECTIVE
ASSOCIATION METRO, INC.

By: _____
Chris Collins
Its Executive Director

ACCEPTANCE:

The provisions of this Grant, Bargain, and Sale Deed are hereby approved and accepted.

CITY OF LAS VEGAS

ATTEST:

BEVERLY K. BRIDGES, CMC
Acting City Clerk

By: _____
OSCAR B. GOODMAN, Mayor

Approved as to form:

Thomas R. Green Date
Deputy Agency Attorney

ACKNOWLEDGMENTS

STATE OF NEVADA

ss.

COUNTY OF CLARK

On this _____ day of _____, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, _____, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

STATE OF NEVADA

ss.

COUNTY OF CLARK

On this _____ day of _____, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

Exhibit D

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

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

Block 1	Contracting Entity
Name LAS VEGAS POLICE PROTECTIVE ASSN. METRO, INC.	
Address 261 LAS VEGAS BLVD. S., Suite 200 LV, NV 89101	
Telephone 702-384-8692	
EIN or DUNS 23-7300177	

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

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation	

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	CHRIS COLLINS, EXEC. DIR.	201 LAS VEGAS BLVD. S., Suite 200 LAS VEGAS, NV 89101	702-384-8692
2.	FRED GALEY, TREASURER	"	"
3.	Tom REID, ASST. EXEC. DIR.	"	"
4.	MICHELLE JOTZ, SECR.	"	"
5.			
6.			
7.			
8.			

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

Block 5

Disclosure of Ownership and Principals - Alternate

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

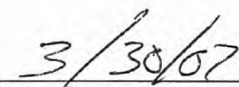
Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

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



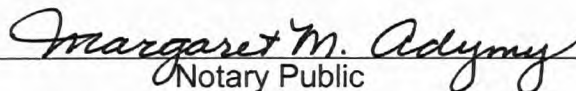
Name



Date

Subscribed and sworn to before me this 30th
day of

MARCH, 2008⁷.



Notary Public

