



MINUTES

City of Las Vegas

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

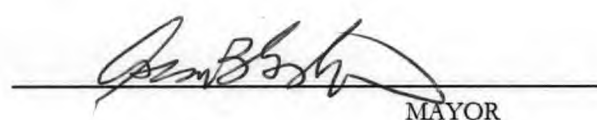
CITY COUNCIL
MEETING OF
MAY 2, 2007

CITY COUNCIL	PRESENT	EXCUSED
MAYOR OSCAR B. GOODMAN	☒	☐
COUNCILMAN GARY REESE MAYOR PRO-TEM	☒	☐
COUNCILMAN LARRY BROWN	☒	☐
COUNCILMAN STEVE WOLFSON	☒	☐
COUNCILWOMAN LOIS TARKANIAN	☒	☐
COUNCILMAN STEVEN D. ROSS	☒	☐
COUNCILWOMAN BRENDA J. WILLIAMS	☒	☐
DOUG SELBY, CITY MANAGER	☒	☐
BRAD JERBIC, CITY ATTORNEY	☒	☐
BEVERLY K. BRIDGES, ACTING CITY CLERK	☒	☐

APPROVED BY REFERENCE: JUNE 6, 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.

May 2, 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 LAVERNE SENYO SASAKI, MINISTER EMERITUS OF BUDDHIST CHURCHES OF AMERICA (PURE LAND SCHOOL OF MAHAYANA BUDDHISM)
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF ASIAN / PACIFIC ISLANDER HERITAGE MONTH
7. RECOGNITION OF NATIONAL LAW ENFORCEMENT OFFICERS MEMORIAL WEEK
8. RECOGNITION OF NEVADA CHILD SEEKERS
9. RECOGNITION OF THE CIMARRON MEMORIAL HIGH SCHOOL ROBOTICS TEAM FOR WINNING THE FIRST ROBOTICS NATIONAL CHAMPIONSHIP

10. RECOGNITION OF THE MEADOWS SCHOOL BOYS AA STATE BASKETBALL CHAMPIONS

BUSINESS ITEMS - MORNING

11. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
12. Approval of the Final Minutes by reference of the regular City Council meeting of April 4, 2007

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

13. Approval of Economic Development Initiative (EDI) Grant #B-06-SP-NV-0697 in the amount of \$495,000 from the U.S. Department of Housing and Urban Development to the City of Las Vegas for the development of the Historic Downtown Post Office (POST Modern) at 301 Stewart Avenue - Ward 5 (Williams)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

15. Approval of a Special Event Alcoholic Beverage License for California Hotel & Casino, Location: Main Street Parking Lot, 100 Stewart Avenue, Dates: May 5 - 6, 2007, Type: Special Event Beer/Wine, Event: May Day Lei Day Festival, Responsible Person in Charge: Lane Conley - Ward 5 (Williams)
16. Approval of a Special Event Alcoholic Beverage License for Triple George Grill, Downtown Resorts LLC, Location: 1228 South Casino Center Boulevard, Dates: May 4, 2007 & June 1, 2007, Type: Special Event General, Event: First Friday, Responsible Person in Charge: Kathleen Hovietz - Ward 3 (Reese)
17. Approval of a new Liquor Caterer License, Bartenders Direct, dba Bartenders Direct, 7657 Splashing Falls Drive, Ryan A. Moore, Owner, 100% - Ward 6 (Ross)
18. Approval of Change of Business Name for a Beer/Wine/Cooler On-sale License, From: Restaurant El Diamante, To: Mariscos El Diamante, 2830 East Charleston Boulevard, Juan C. Aceves, 100% - Ward 3 (Reese)
19. Approval of a new Burglar Alarm Service License, Advanced Protection Industries, Inc., dba National Monitoring Center, 26800 Aliso Viejo Parkway, Suite 250, Michael A. Schubert, Pres and Wadie G. Andrawos, Exec VP - California
20. Approval of a new Burglar Alarm Service License, Securtech, Inc., dba Nextgen Integrated Solutions, 7165 Bermuda Road, Joseph A. Murphy, III, Pres, 60%, Michael L. Frye, Secy, 19%, and Rex M. Verley, VP, 21% - Clark County
21. Approval of a new Psychic Art and Science License, Jacquelynn R. Maharaj, dba Alara, db at Psychic Eye Book Shop, 6848 West Charleston Boulevard, Jacquelynn R. Maharaj, 100% - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

22. Preapproval of award of Bid No. 07.1762.01-LED, Annual Contract for Slurry Seal to the lowest responsive and responsible or best bidder - Department of Field Operations (\$3,100,000 - Street Maintenance Special Revenue Fund) - All Wards

23. Approval of Contract No. 070341-DC, Partnering Facilitation Services for the Centennial Hills Park Phase 3 Project - Department of Public Works - Award recommended to: SMITH CULP CONSULTING (\$73,970 - Parks and Leisure Activities Capital Projects Fund) - Ward 6 (Ross)
24. Approval of Contract No. 0619715, Las Vegas Boulevard Corridor Study - Department of Public Works - Award recommended to: THE LOUIS BERGER GROUP, INC. (\$69,628 - Road and Flood Capital Projects Fund) - Ward 5 (Williams)
25. Approval of Purchase Order for Waukesha Engine Dresser, Inc. OEM Parts and Controls - Department of Public Works - Award recommended to: STEWART & STEVENSON POWER, INC. (Not-to-Exceed \$800,000 - Sanitation Enterprise Fund)

FIRE & RESCUE - CONSENT

26. Approval of a Memorandum of Agreement between the city of Las Vegas and Clark County Fire Department for members of Las Vegas Fire & Rescue to join the National Urban Search and Rescue (US & R) Task Force - All Wards

PUBLIC WORKS - CONSENT

27. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Taney Engineering on behalf of Riley 4, LLC, owner (southeast corner of Stange Avenue and Riley Street, APN 138-05-601-013) - County (near Ward 4 - Brown)
28. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Wright Engineers on behalf of Mike and Cathy Landgren 2000 Trust, owner (west of Conquistador Street, between Solar Avenue and Severance Lane, APN 125-18-401-028) - County (near Ward 6 - Ross)
29. Approval of an Encroachment Request from L. R. Nelson Consulting Engineers, Incorporated, on behalf of Nevada H.A.N.D., Incorporated, owner (southwest corner of Stewart Avenue and 13th Street) - Ward 5 (Williams)
30. Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Northwest Quarter of Section 18, Township 19 South, Range 60 East, Mount Diablo Meridian, for right-of-way on Hualapai Way and Gilcrease Avenue, APN 125-18-201-017 - Ward 6 (Ross)
31. Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Northeast Quarter of Section 21, Township 19 South, Range 60 East, Mount Diablo Meridian for right-of-way on Buffalo Drive, south of the Wittig alignment, APN 125-21-601-008 - Ward 6 (Ross)
32. Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Southeast Quarter of Section 24, Township 19 South, Range 60 East, Mount Diablo Meridian for a Drainage Easement located south of Deer Springs Way, west of Decatur Boulevard, APN 125-24-701-040 - Ward 6 (Ross)
33. Approval of Amendment Number 2 to the Interlocal Contract with Clark County for the Department of Social Services to assist in evaluating City-designated Special Improvement District hardship applications (\$35 an hour/estimated \$1,000 a year - Revolving Special Improvement District Fund) - All Wards
34. Approval of a Cooperative Agreement between the Nevada Department of Transportation (NDOT) and the City of Las Vegas regarding use of NDOT's right-of-way for Bonanza Trail and maintenance of the Trail by the City (\$87,000 - General Fund) - Wards 1 and 5 (Tarkanian and Williams)
35. Approval of the temporary closure of an alley located east of Casino Center Boulevard, west of Las Vegas Boulevard, north of Wyoming Avenue and south of Utah Avenue, for a portion of APN 162-03-299-001 - Ward 3 (Reese)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

36. Report from the City Manager on Emerging Issues
37. Discussion and possible action concerning the status of 2007 legislative issues - All Wards
38. Discussion and possible action to accept the business plan for a proposed regional public safety complex proposed in the vicinity of I-215 & Hualapai Way and authorize the City Manager to present the project to the Southern Nevada Regional Planning Coalition - Ward 6 (Ross)
39. Discussion and possible action regarding an Exclusive Negotiation Agreement between City Parkway V, Inc., and Palmer City-Core Union Park Hotel, LLC, to undertake due diligence for the feasibility of developing a boutique hotel on Parcel G in Union Park, located on a portion of the undeveloped lot which is North of Bonneville Avenue, East of Grand Central Parkway, South of the Ogden Avenue underpass, and West of the Union Pacific Railroad (a portion of APN 139-34-110-004) - Ward 5 (Williams)
40. Discussion and possible action regarding a Third Amendment to the Project Management and Consulting Agreement by and among City Parkway V, Inc., the City of Las Vegas, and Newland Communities, LLC, for the project management of Union Park, located North of Bonneville Avenue, East of Grand Central Parkway, South of the Ogden Avenue underpass, and West of the Union Pacific Railroad Line (APNs 139-34-110-004 and 139-33-611-001) - Ward 5 (Williams)

CITY ATTORNEY - DISCUSSION

41. Discussion and possible action on Appeal of Work Card Denial: Victor Zachary Arinwine, 1804 Hermitage Drive, Las Vegas, Nevada 89108

FINANCE & BUSINESS SERVICES - ADMINISTRATION DISCUSSION

42. Discussion and possible action on the Fiscal Year 2008 funding of capital projects

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

43. 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)
44. ABEYANCE ITEM - 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)
45. Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Fab Fred, LLC, dba Fabulous Freddy's Car Wash, 7155 Grand Montecito Parkway, Fred L. Smith, Mgr, Mmbr 100% - Ward 6 (Ross)
46. Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 7 slots subject to the provisions of the planning and fire codes and Health Dept. regulations, Fab Fred, LLC, dba Fabulous Freddy's Car Wash, 7155 Grand Montecito Parkway, Fred L. Smith, Mgr, Mmbr 100% - Ward 6 (Ross)
47. Discussion and possible action regarding a Sixty Day Review for a Non Profit Club License, V. F. W. Post #10057, dba V. F. W. Post 10057, 1905 H Street, Albert Young, Canteen Mgr - Ward 5 (Williams)
48. Discussion and possible action regarding a Six Month Review of a Temporary Package License and Wine/Beer/Cordial/Liqueur Tasting License, Wineaux, Inc., dba Vino 100, 7220 Azure Drive, Suite 120, Natalie E. Buster, Dir, Pres, Secy, 50% and Teresa J. Berry, Dir, Treas, 50% - Ward 6 (Ross)

49. Discussion and possible action regarding Temporary Approval of a new Massage Establishment License, Verona Garden, LLC, dba Verona Garden Salon & Spa, 7331 West Lake Mead Boulevard, Suite 103, Haksung Kim, Pres - Ward 5 (Williams)

LEISURE SERVICES - DISCUSSION

50. Discussion and possible action to re-name Floyd Lamb State Park located at 9200 Tule Springs Road - Ward 6 (Ross)

NEIGHBORHOOD SERVICES - DISCUSSION

51. Discussion and possible action regarding the Disposition and Development Agreement (DDA) between the city of Las Vegas and Nevada H.A.N.D. Inc., for the construction of two hundred and forty (240) affordable assisted and independent living multi-family units for seniors located north and east of the intersection of Deer Springs Way and Decatur Boulevard - Ward 6 (Ross)

RESOLUTIONS - DISCUSSION

52. R-30-2007 - Discussion and possible action regarding a Resolution Amending the Lone Mountain Master Development Plan and Design Standards – Ward 4 (Brown)
53. R-31-2007 - Discussion and possible action regarding a Resolution Amending the Lone Mountain West Master Development Plan and Design Standards – Ward 4 (Brown)

BOARDS & COMMISSIONS - DISCUSSION

54. LOCAL LAW ENFORCEMENT ADVISORY COMMITTEE – Councilman Lawrence Weekly, Term Expiration – Until Replaced
55. BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE - Barry Duncan, Term Expires 5-17-2008 (Resigned)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

56. 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
57. 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

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.

58. Bill No. 2007-14 – Prohibits unruly gatherings and establishes regulations and penalties with respect thereto. Sponsored by: Councilwoman Lois Tarkanian and Councilman Gary Reese
59. 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

60. 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
61. 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
62. 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

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

63. 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

64. 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 5412 Longridge Avenue. PROPERTY OWNER: FLORDELIZA P. CANLAS (\$6,835 – General Fund) - Ward 1 (Tarkanian)
65. Public Hearing to consider the report of expenses to recover costs for partial mitigation abatement of vacant or abandoned building and assess civil penalties located at 804 Sunny Place. PROPERTY OWNER: THOMAS & THERESA M. ALBANESE (\$14,544.50 – General Fund) - Ward 5 (Williams)
66. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 6608 Hartman Street. PROPERTY OWNER: JACKIE M. AGUILAR & MARIA C. BRADY (\$3,220 – General Fund) - Ward 6 (Ross)
67. Hearing to consider the appeal regarding Ten (10) Day Vacate Nuisance Notice and Order to Comply located at 7132 Lakehurst Court. PROPERTY OWNER: LEON D. WILLIAMS III – Ward 1 (Tarkanian)
68. Hearing to consider the appeal regarding Ten (10) Day Vacate Nuisance Notice and Order to Comply located at 2228 Valley Drive. PROPERTY OWNER: KIM C. GOUSSE – Ward 5 (Williams)
69. Hearing to consider the appeal regarding Nuisance Notice and Order to Comply located at 2232 Valley Drive. PROPERTY OWNER: KIM C. GOUSSE – Ward 5 (Williams)

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - DISCUSSION

70. RESCIND PREVIOUS ACTION - EOT-18956 - APPLICANT/OWNER: WAGNER HOMES, INC. - Request for an Extension of Time of an approved Rezoning (ZON-5488) FROM: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 5.00 acres adjacent to the northeast corner of Farm Road and Jensen Street (APN 125-18-201-008), Ward 6 (Ross). Staff recommends APPROVAL

71. EOT-18956 - APPLICANT/OWNER: WAGNER HOMES, INC. - Request for an Extension of Time of an approved Rezoning (ZON-5488) FROM: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 5.00 acres adjacent to the northeast corner of Farm Road and Jensen Street (APN 125-18-201-008), Ward 6 (Ross). Staff recommends APPROVAL
72. DIR-20627 - APPLICANT/OWNER: MEYERS FAMILY AGREEMENT OF TRUST - Request TO ALLOW THE OPERATION OF A WATER FEATURE WHICH TOTALS 42 SQUARE FEET at an existing single family residence on 0.43 acres at 10116 Summit Canyon Drive (APN 137-36-615-026), Ward 2 (Wolfson). Staff recommends APPROVAL
73. 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
74. 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
75. 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
76. 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
77. 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
78. RENOTIFICATION - DIR-20734 - ABEYANCE ITEM - PUBLIC HEARING - 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). NOTE: THIS APPLICATION IS LOCATED IN WARD 1 (TARKANIAN). Staff recommends DENIAL
79. ZON-18208 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT GROUP, INC. - OWNER: FLETCHER JONES, SR. TRUST - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-2 (GENERAL COMMERCIAL) on a one-acre portion of 9.34 acres at 400 South Decatur Boulevard (APN 138-36-601-002), Ward 1 (Tarkanian). The Planning Commission (4-1-1 vote) and staff recommend DENIAL

80. VAR-18210 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT GROUP, INC. - OWNER: FLETCHER JONES, SR. TRUST - Request for a Variance TO ALLOW 509 PARKING SPACES WHERE 783 SPACES ARE REQUIRED on 9.34 acres at 400 South Decatur Boulevard (APN 138-36-601-002), R-1 (Single Family Residential) Zone and C-2 (General Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 1 (Tarkanian). NOTE: THIS APPLICATION IS BEING AMENDED TO ALLOW 507 PARKING SPACES WHERE 783 ARE REQUIRED. The Planning Commission (4-1-1 vote) and staff recommend DENIAL
81. SUP-19129 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT GROUP, INC. - OWNER: FLETCHER JONES, SR. TRUST - Request for a Special Use Permit FOR A PROPOSED AUTO PAINT & BODY REPAIR SHOP WITH A WAIVER TO ALLOW SERVICE BAYS TO FACE PUBLIC RIGHT-OF WAY at 400 South Decatur Boulevard (APN 138-36-601-002), C-2 (General Commercial) Zone and R-1 (Single Family Residential) Zone [PROPOSED: C-2 (General Commercial)], Ward 1 (Tarkanian). The Planning Commission (4-1-1 vote) and staff recommend DENIAL
82. SDR-18206 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT GROUP, INC. - OWNER: FLETCHER JONES, SR. TRUST - Request for a Site Development Plan Review for a 123,669 SQUARE FOOT EXPANSION OF AN EXISTING AUTOMOBILE SERVICE FACILITY WITH WAIVERS OF THE PERIMETER LANDSCAPING REQUIREMENT TO ALLOW NO LANDSCAPING ALONG THE EAST PROPERTY LINE AND ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE AN EIGHT FOOT WIDE BUFFER IS REQUIRED; TO ALLOW A FIVE FOOT WIDE BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE EIGHT FEET IS REQUIRED; TO ALLOW A SIX FOOT WIDE BUFFER ALONG THE WEST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED; AND TO ALLOW A ONE FOOT WIDE BUFFER ALONG THE NORTH PROPERTY LINE WHERE 15 FEET IS REQUIRED ADJACENT TO A PUBLIC RIGHT OF WAY on 9.34 acres at 400 South Decatur Boulevard (APN 138-36-601-002), R-1 (Single Family Residential) Zone and C-2 (General Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 1 (Tarkanian). NOTE: THIS APPLICATION IS BEING AMENDED TO ALLOW A 12-FOOT WIDE BUFFER ALONG THE NORTH PROPERTY LINE WHERE 15 FEET IS REQUIRED ADJACENT TO A PUBLIC RIGHT OF WAY. The Planning Commission (4-1-1 vote) and staff recommend DENIAL
83. RQR-20054 - PUBLIC HEARING - APPLICANT: LAS VEGAS DEVELOPMENT COMPANY - OWNER: CARDAN LINDELL NORTH, L.L.C. - Required Six Month Review of a Variance TO ALLOW A PROPOSED 100-FOOT TALL FLAGPOLE WHERE 40 FEET IS THE MAXIMUM HEIGHT ALLOWED at 5550 West Sahara Avenue (APN 163-01-404-022), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL
84. RQR-19512 - PUBLIC HEARING - APPLICANT/OWNER: NANCY ESTOCADO - Required One Year Review of an approved Special Use Permit (SUP-7299) FOR A PROPOSED HORSE CORRAL OR STABLE (COMMERCIAL) FOR 33 HORSES on 4.94 acres at 5820 West La Madre Way (APN 125-36-302-008), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends APPROVAL
85. ROC-18260 - PUBLIC HEARING - APPLICANT: CBS OUTDOOR - OWNER: CITY PARKWAY IV - Request for a Review of Condition Number 1 of an approved Required Review (RQR-13616) TO REMOVE THE CONDITION THAT REQUIRED THE APPLICANT TO OBTAIN BUILDING PERMITS AND CALL FOR A FINAL INSPECTION BY THE BUILDING AND PLANNING DEPARTMENT WITHIN THIRTY (30) DAYS OF APPROVAL BY THE CITY COUNCIL for an existing billboard adjacent to the north side of the Oran K. Gragson Highway (U.S. 95), between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks (APN 139-27-401-031), M (Industrial) Zone, Ward 5 (Williams). Staff recommends DENIAL
86. ROC-20820 - PUBLIC HEARING - APPLICANT: KEEP MEMORY ALIVE FOUNDATION - OWNER: CITY PARKWAY V, INC. - Request for a Review of Condition to remove Condition Number 18 of an approved Site Development Plan Review (SDR-15042) WHICH STATED TO GRANT PEDESTRIAN ACCESS EASEMENTS FOR ALL SIDEWALKS LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY ADJACENT TO THIS SITE PRIOR TO THE ISSUANCE OF ANY PERMITS; COORDINATE WITH THE RIGHT-OF-WAY SECTION OF THE DEPARTMENT OF PUBLIC WORKS FOR ASSISTANCE IN THE PREPARATION OF APPROPRIATE DOCUMENTS on 1.9 acres at 22 South Grand Central Parkway (a portion of APN 139-34-110-003), PD (Planned Development) Zone, Ward 5 (Williams). Staff recommends APPROVAL

SET DATE

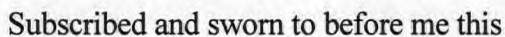
87. Set date on any appeals filed or required public hearings from the City Planning Commission Meetings, Centennial Hills Architectural Review Committee and Dangerous Building or Nuisance/Litter Abatements

CITIZENS PARTICIPATION

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

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

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



STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Clerk.

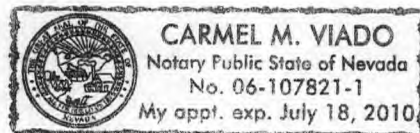
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

26 day of April, 2007

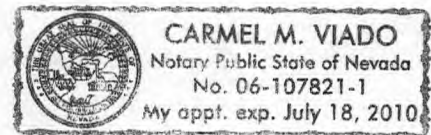
Carmel M. Trach
NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)
) ss
COUNTY OF CLARK)

SIGNATURE

Carmel M. Vlach
NOTARY PUBLIC in and for said County and State



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

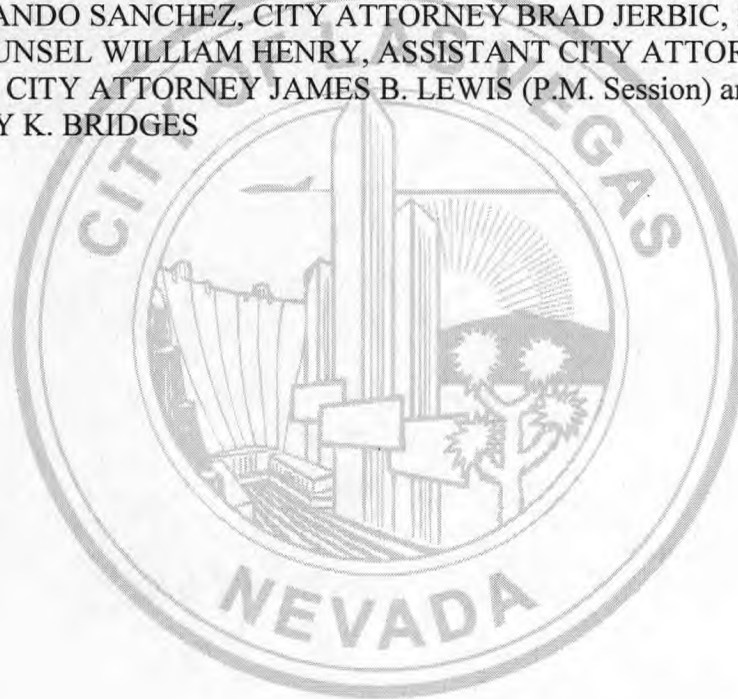
SUBJECT:
CALL TO ORDER

Minutes:

MAYOR GOODMAN called the meeting to order at 9:03 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 ELIZABETH FRETWELL, DEPUTY CITY MANAGER ORLANDO SANCHEZ, CITY ATTORNEY BRAD JERBIC, SENIOR LITIGATION COUNSEL WILLIAM HENRY, ASSISTANT CITY ATTORNEY BRYAN SCOTT, DEPUTY CITY ATTORNEY JAMES B. LEWIS (P.M. Session) and ACTING CITY CLERK BEVERLY K. BRIDGES



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 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: MAY 2, 2007

SUBJECT:

INVOCATION – REVEREND LAVERNE SENYO SASAKI, MINISTER EMERITUS OF
BUDDHIST CHURCHES OF AMERICA (PURE LAND SCHOOL OF MAHAYANA
BUDDHISM)

Minutes:

REVEREND LAVERNE SENYO SASAKI, Minister Emeritus of Buddhist Churches of
America (Pure Land School of Mahayana Buddhism), gave the invocation.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

SUBJECT:

PLEDGE OF ALLEGIANCE

Minutes:

Following the presentation of the colors by the Southern Nevada Multi-Agency Color Guard, MAYOR GOODMAN led the audience in the Pledge.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE CITIZEN OF THE MONTH

BACKUP DOCUMENTATION:

Submitted at meeting – Copy of Citizens of the Month certificate for Willem and Jenny Venter

Minutes:

No motion required. A presentation was made.

Pictures of the fishing tournament were shown on the monitors but copies were not submitted.

COUNCILMAN WOLFSON called forward and recognized WILLEM and JENNY VENTER as Citizens of the Month for May 2007 for their involvement and making such a big difference in the foster care system. Last year, they partnered with Child Focus and held a fishing tournament aimed at raising money to help keep together siblings in foster care. The money raised helped to reunite children that were in separate foster homes. They also help Child Focus by donating gift baskets for fundraising raffles and participation in the Step Up Program, which helps older children in the foster care system become self-sufficient. This couple believes so much in making a difference through action that five years ago they adopted a little girl, Parker. He presented them with a Citizen of the Month plaque.

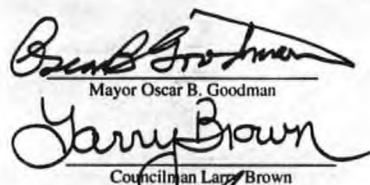
MR. VENTER expressed his gratitude for the recognition. He encouraged others to inquire about adopting, noting that children are most important because they are the future and they did not ask to be brought into the world.

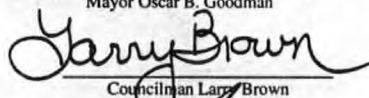


City of Las Vegas Citizens of the Month May 2007

Willem & Jenny Venter


Councilman Gary Reese

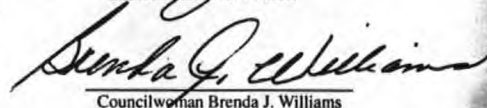

Mayor Oscar B. Goodman


Councilman Larry Brown


Councilman Steve Wolfson


Councilwoman Lois Tarkanian


Councilman Steven D. Ross


Councilwoman Brenda J. Williams

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF ASIAN / PACIFIC ISLANDER HERITAGE MONTH

BACKUP DOCUMENTATION:

Submitted at meeting – Copies of Proclamations for Kaminari Taiko, the Japanese American Citizens League of Las Vegas and Mr. Wayne Tanaka

Minutes:

No motion required. A presentation was made.

In honor of Asian and Pacific Islander Heritage Month, COUNCILMAN REESE recognized the achievements and contributions by the Asian and Islander community to the city. To celebrate, a Taiko presentation was made by Las Vegas Kaminari Taiko in the City Hall Plaza, and this year, special tribute is being given to Japanese Americans who have played a significant role in developing this community.

He noted that the Tomiyasu family farmed the Valley in the early 1900's. Since then, immigrants and native-born Japanese individuals have influenced this city. He recognized and called forward the following individuals for promoting their culture in Las Vegas: WAYNE TANAKA, Long time resident of Las Vegas and Honorary Consul for Japan; OREN IWANAKA, President of the Japanese American Citizens League; JASON SCHUCK, Director of the Japanese American Citizens League; and TERESA TOKUMON and NOEL GARCIA, of Las Vegas Kaminari Taiko. COUNCILMAN REESE presented proclamations declaring May 2007 as Asian and Pacific Islander Heritage Month, recognizing Mr. Wayne Tanaka, Honorary Consul for Japan; recognizing the Japanese American Citizens League of Las Vegas; and recognizing Las Vegas Kaminari Taiko.

MR. TANAKA commented that the Japanese American Citizens League (JACL) of Las Vegas, which was founded in 1968, began as a club. The Pacific Islanders also enjoy the amenities it offers. Many of its members work in the industry of travel and tourism. They are all contributing to making Las Vegas a success and to help it grow as a multi-cultural society. Japanese Americans are raising their children to be better Americans in a better America.

MR. SCHUCK and MS. TOKUMON expressed their appreciation for this recognition and stated that they feel special to belong to the JACL.

City of Las Vegas
Office of the City Council
Proclamation



- Whereas; We, the Mayor and Members of the Las Vegas City Council, are honored to designate May 2007 as Asian and Pacific Islander Heritage Month; and
- Whereas; The city of Las Vegas is proud to recognize the many contributions of Las Vegas Kaminari Taiko and for its dedication in promoting Japanese music and culture in our great city; and
- Whereas; The city of Las Vegas commends Kaminari Taiko for providing youth of all cultural backgrounds and physical attributes a creative outlet and opportunity to learn and share the Japanese culture; and
- Whereas; The city of Las Vegas recognize Kaminari Taiko as ambassadors of our city's wonderful diversity, through performance and cultural exchange at home and beyond; now
- Therefore; We, the Mayor and Members of the Las Vegas City Council, proudly proclaim May 2007:

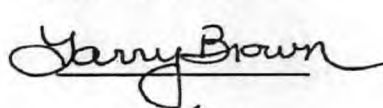
**Asian and Pacific Islander
Heritage Month**

Recognizing Las Vegas Kaminari Taiko

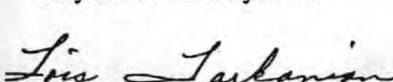
We urge all citizens of Las Vegas to join with us in celebrating diversity and recognize Las Vegas Kaminari Taiko and Asian and Pacific Islander Heritage Month here in the City of Las Vegas.


Mayor Oscar B. Goodman

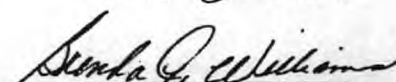

Mayor Pro Tem Gary Reese




Councilman Steve Wolfson


Councilwoman Lois Tarkanian


Councilman Steven D. Ross


Councilwoman Brenda J. Williams



City of Las Vegas
Office of the City Council
Proclamation



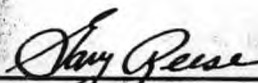
- Whereas; We, the Mayor and Members of the Las Vegas City Council, are honored to designate May 2007 as Asian and Pacific Islander Heritage Month; and
- Whereas; The city of Las Vegas is proud to recognize Japanese Americans and the Japanese American Citizens League for their role in the history of our great city, from its founding pioneers to the leaders of today; and
- Whereas; The city of Las Vegas commends the Japanese American Citizens League for its tireless efforts and the many contributions of its members including leadership in business, education, the medical profession and the legal field, among other important sectors; and
- Whereas; The city of Las Vegas commends the Japanese American Citizens League for its efforts to promote Japanese culture by sponsoring the Kaminari Taiko, the Munyo Dancers and many public events enhancing greatly the cultural diversity of our city; now
- Therefore; We, the Mayor and Members of the Las Vegas City Council, proudly proclaim May 2007:

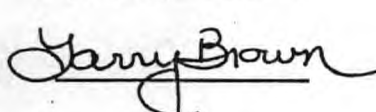
**Asian and Pacific Islander
Heritage Month**

Recognizing the Japanese American Citizens League of Las Vegas

We urge all citizens of Las Vegas to join with us in celebrating diversity and recognize the Japanese American Citizens League and Asian and Pacific Islander Heritage Month here in the City of Las Vegas.


Mayor Oscar B. Goodman

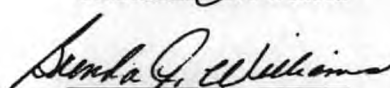

Mayor Pro Tem Gary Reese




Councilman Steve Wolfson


Councilwoman Lois Tarkanian


Councilman Steven D. Ross


Councilwoman Brenda J. Williams



City of Las Vegas
Office of the City Council
Proclamation



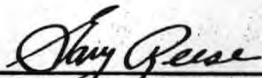
- Whereas; We, the Mayor and Members of the Las Vegas City Council, are honored to designate May 2007 as Asian and Pacific Islander Heritage Month; and
- Whereas; The city of Las Vegas is proud to recognize the contributions of Mr. Wayne Tanaka as Honorary Consul for Japan in Las Vegas and for his life long efforts in support of the Japanese American community making him a distinguished member of our great city; and
- Whereas; The city of Las Vegas commends Mr. Wayne Tanaka for his personal commitment to the success of our youth through education and for his contributions as an educator and administrator who's legacy has been established through the Wayne Tanaka Elementary School; and
- Whereas; The city of Las Vegas recognizes Mr. Wayne Tanaka as a champion of diversity for his tireless efforts in promoting culture and goodwill within all his personal and professional efforts; now
- Therefore; We, the Mayor and Members of the Las Vegas City Council, proudly proclaim May 2007:

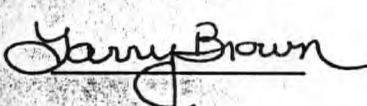
**Asian and Pacific Islander
Heritage Month**

Recognizing Mr. Wayne Tanaka, Honorary Consul for Japan

We urge all citizens of Las Vegas to join with us in celebrating diversity and recognize Mr. Wayne Tanaka and Asian and Pacific Islander Heritage Month here in the City of Las Vegas.

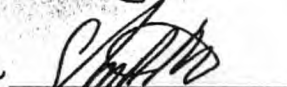

Mayor Oscar B. Goodman

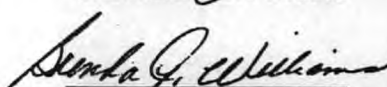

Mayor Pro Tem Gary Reese


Councilman Gary Brown


Councilman Steve Wolfson


Councilwoman Lois Tarkanian


Councilman Steven D. Ross


Councilwoman Brenda J. Williams



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF NATIONAL LAW ENFORCEMENT OFFICERS MEMORIAL WEEK

BACKUP DOCUMENTATION:

Submitted after meeting – Proclamation recognizing National Police Week

Minutes:

No motion required. A presentation was made.

In celebration of National Law Enforcement Officers Memorial Week, COUNCILMAN BROWN read the Proclamation declaring 5/13-5/19/2007 as National Police Week in the City of Las Vegas. SHERIFF DOUG GILLESPIE accepted the Proclamation and expressed appreciation from the bottom of his heart, adding that it is a great opportunity to recognize those that have made the ultimate sacrifice. The loss of fellow police officers is endured through the strong support of the community, and it is admirable for the City Council to honor the profession.

COUNCILMAN BROWN then announced that the annual memorial would be held May 18, 2007, at 9:00 a.m., at Police Memorial Park, which was dedicated to honor fallen police officers. He called forward ADOLFO GONZALEZ, the artist for the monument that will be placed at the park, as well as representatives of the Arts Commission, the endorser of the monument project in the amount of \$50,000 in seed money.

On behalf of the Southern Nevada Police Memorial Monument Committee and the Las Vegas Arts Commission, ROB McCOY thanked the Council for the opportunity to update the public on the monument project, which will serve as a constant reminder of the sacrifices of police officers. The design phase has been completed and fundraising is in progress. He encouraged the public to contribute to the cause, which will honor and respect the tireless efforts of law enforcement officers, both those that are in the field every day protecting the lives of the residents and those that have lost their lives on duty.

PROCLAMATION

HONOR

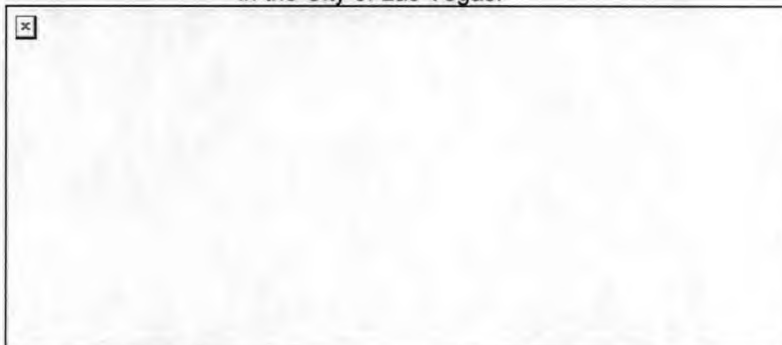


RECOGNIZING NATIONAL POLICE WEEK MAY 13 – 19, 2007

- WHEREAS;** 45 years ago, President John F. Kennedy signed Public Law #87-726, naming May 15th as a national day of remembrance for all lost law enforcement lives. Just one year later, Dallas Patrolman J.D. Tippitts was gunned down in the mud-filled gutters of 10th Street while attempting to capture Kennedy's assassin; and
- WHEREAS;** on average, an American Law Enforcement Officer was killed every 56 hours in the line of duty in this country, in 2005. It is the only profession that calls upon its members to save a life; deliver a life; take a life; or sacrifice their own life on a moments notice without hesitation. More than 40,000 men and women have died in the line of duty as police officers in America since Sheriff John Sherron was first shot in New England in 1717; and,
- WHEREAS;** the members of the law enforcement agency of Las Vegas play an essential role in safeguarding the rights and freedoms of Southern Nevada. The men and women of this agency unceasingly provide a vital public service; and,
- WHEREAS;** we call upon all citizens of Southern Nevada and upon all patriotic, civic and educational organizations to observe the week of May 13 – 19, 2007, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens; and
- THEREFORE,** we the Mayor and City Council for the City of Las Vegas, call upon all citizens to honor all law enforcement officers and the officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community, or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes and recognize May 13 – 19, 2007 to be;

NATIONAL POLICE WEEK

in the City of Las Vegas.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF NEVADA CHILD SEEKERS

BACKUP DOCUMENTATION:

Submitted after meeting – Proclamation for Nevada Child Seekers Day

Minutes:

No motion required. A presentation was made.

COUNCILMAN BROWN called forward STEPHANIE PARKER, Executive Director of Nevada Child Seekers, to assist in recognizing Nevada Child Seekers. He read and presented the Proclamation declaring May 2, 2007, to be Nevada Child Seekers Day in the City of Las Vegas.

MS. PARKER thanked the Council, especially the Mayor for being on the Honorary Board of Trustees. The City has been a strong, long-time supporter of Nevada Child Seekers. She then recognized the members of the Board of Directors in the audience, as well as Doris Reed Elementary School student, ELIZABETH DICKERMAN, the Amber Alert Poster winner, who came forward and received a plaque. Her poster will be sent to Washington, D.C., for the national competition.

Additionally, MS. PARKER recognized many of the people who assist Nevada Child Seekers in fulfilling its mission; JERRY BROWNER, the first Nevada Child Seekers Intern, and members of the Nevada Amber Alert Committee, the Office of the U.S. Marshal, the Las Vegas Metropolitan Police Department, the Las Vegas Regional Internet Crimes Against Children Taskforce, as well as volunteers of the Emergency Volunteer Searchforce. After receiving a Certificate of Appreciation, they thanked MS. PARKER for giving them the opportunity to assist in the crucial mission of protecting children and for her leadership. Lastly, COUNCILMAN REESE gave MS. PARKER a Certificate of Appreciation.

HONORING NEVADA CHILD SEEKERS

WHEREAS; Nevada Child Seekers has been serving the Southern (and now Northern) Nevada community since 1985, and they are the only non-profit, missing children's organization in Nevada; and

WHEREAS; every year, over 7,000 children are reported missing in Nevada and approximately 200 are considered endangered or abducted; and

WHEREAS; the staff and volunteers for Nevada Child Seekers work diligently to provide education to parents and their children to help keep them informed of child safety measures and protection; and

WHEREAS; Nevada Child Seekers provides services such as Assisting Law Enforcement and Parents in Locating Missing, Abducted and Runaway Children, Production and Dissemination of Flyers of Missing Children, Airing of Missing Children's Photos on Local Media, and Nationally (if necessary), Fingerprinting, Abduction Prevention Education, Liaison Services, a Family Resource Center, an Emergency Volunteer Search Force, and a support group for families of missing persons; and

THEREFORE, We, the undersigned Mayor and City Council for the City of Las Vegas, do hereby honor the staff and volunteers of Nevada Child Seekers for their dedicated service and declare May 02, 2007 to be:

**NEVADA CHILD SEEKERS DAY IN THE
CITY OF LAS VEGAS**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE CIMARRON MEMORIAL HIGH SCHOOL ROBOTICS TEAM
FOR WINNING THE FIRST ROBOTICS NATIONAL CHAMPIONSHIP

Minutes:

This presentation was not made.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE MEADOWS SCHOOL BOYS AA STATE BASKETBALL CHAMPIONS

BACKUP DOCUMENTATION:

Submitted after meeting – copy of Certificate of Accomplishment for Gary Hannig and copy of Proclamation for additional ceremonial item declaring Pain in the Drain Awareness Month

Minutes:

No motion required. A presentation was made.

COUNCILMAN BROWN called forward Coaches GREG GOERGIAN and GARY HANNIG to honor the Meadows School AA Boys Basketball Team, which has won the State championship four years in a row. COACH GOERGIAN introduced the team members and stated that these players are champions on the basketball court and in the classroom. They will be a positive influence in their communities. After nine years, he is leaving the Meadows School, and it has been an honor to work with such great young men. COUNCILMAN BROWN presented a Certificate of Accomplishment to COACH HANNIG.

ADDITIONAL RECOGNITIONS AND ANNOUNCEMENTS:

DOUG KARAFI, the Clean Water Coalition, CHARLIE KAJKOWSKI, Director of Public Works, and DAVID MENDENHALL, Manager of the Environmental Division, joined COUNCILMAN BROWN, who read a Proclamation declaring May 2007 as Pain in the Drain Awareness Month. MR. KAJKOWSKI stated that the national program is aimed at getting the message out to not further pollute the drainage system. And the best way of doing that is by not putting certain chemicals in the sewer system, because the treatment process cannot remove those pollutants. MR. KARAFI said the program is high-profile and very important. MR. MENDENHALL showed some receptacles that can be used to discard grease, which is better than putting it in the sewer system. The receptacles can be obtained from Public Works.

Before consideration of Item 11, COUNCILMAN BROWN welcomed the William Lummis Elementary School Student Council, the members of which would be sitting with the City Council for a portion of the meeting. They introduced themselves and stated their position with the Lummis Council.

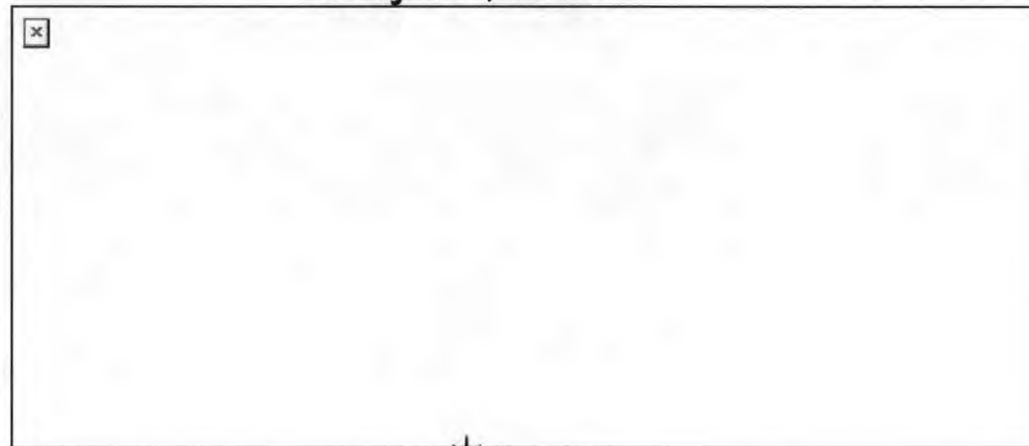
The City of Las Vegas Mayor and City Council

Certificate of Accomplishment

Proudly presented to:

Gary Hannig
The Meadows High School

2007 - 2A State Basketball Champion
May 02, 2007



PROCLAMATION

RECOGNIZING PAIN IN THE DRAIN MONTH



- WHEREAS;** the proper collection and treatment of our community's wastewater is an important part of our quality of life and our environmental stewardship, and;
- WHEREAS;** each day, our community wastewater needs are met by more than 1,700 miles of pipelines and millions of dollars in high-level treatment equipment that turn this water back into a resource for our community and our environment, and;
- WHEREAS;** the accumulation of fat, oil, grease and grit incorrectly placed in our collection system has contributed to nearly half of the sanitary sewer overflows we have experienced and significantly increases sewer system maintenance costs, and;
- WHEREAS;** keeping unwanted pharmaceuticals and personal care products out of the sewer system protects the delicate ecosystems in the Las Vegas Wash, Lake Mead and the Colorado River, and;
- WHEREAS;** our wastewater treatment professionals have teamed with other collection and treatment agencies across Southern Nevada to educate our citizens on how to better care for our community resources and the health and safety of our citizens by participating in the Pain in the Drain public outreach program, and;
- WHEREAS;** this award-winning program has gained national recognition for its appeal and quality of the clever and effective message it gives to customers to properly dispose of fat, oil, grease, grit, pharmaceuticals and other unwanted wastes rather than depositing them into our wastewater system;
- THEREFORE;** we the Las Vegas City Council do hereby proclaim May, 2007 as Pain in the Drain awareness month, and encourage all citizens of the city of Las Vegas to learn more about and participate in this effort to educate ourselves, protect our infrastructure and care for our environment through the proper disposal of these items by visiting www.PainintheDrain.com and making a better effort to "Just Can It!"

Pain In The Drain Month
in the City of Las Vegas

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 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

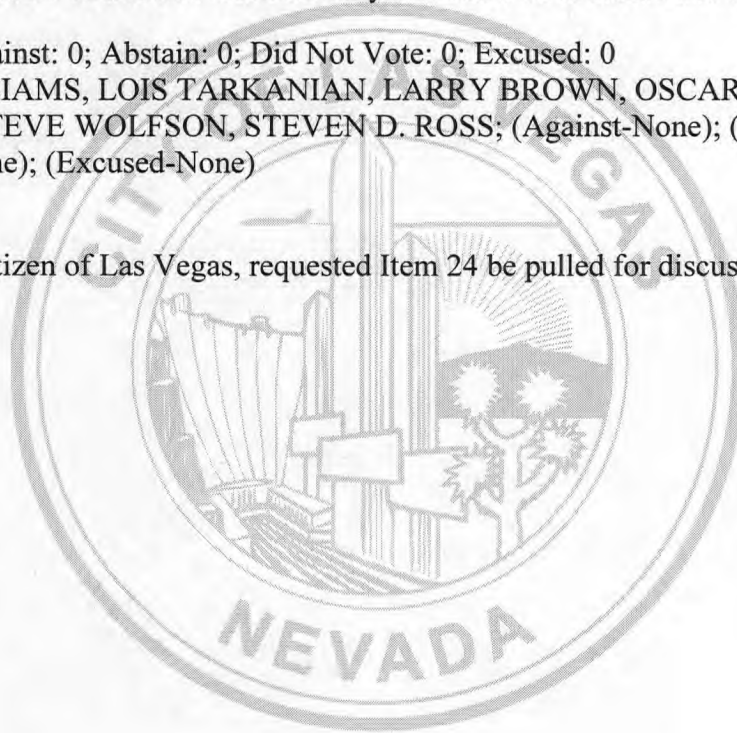
Motion made by GARY REESE to Hold in Abeyance Item 41 to 6/20/2007 and STRIKE Item 48

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:

AL GALLEG0, citizen of Las Vegas, requested Item 24 be pulled for discussion.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

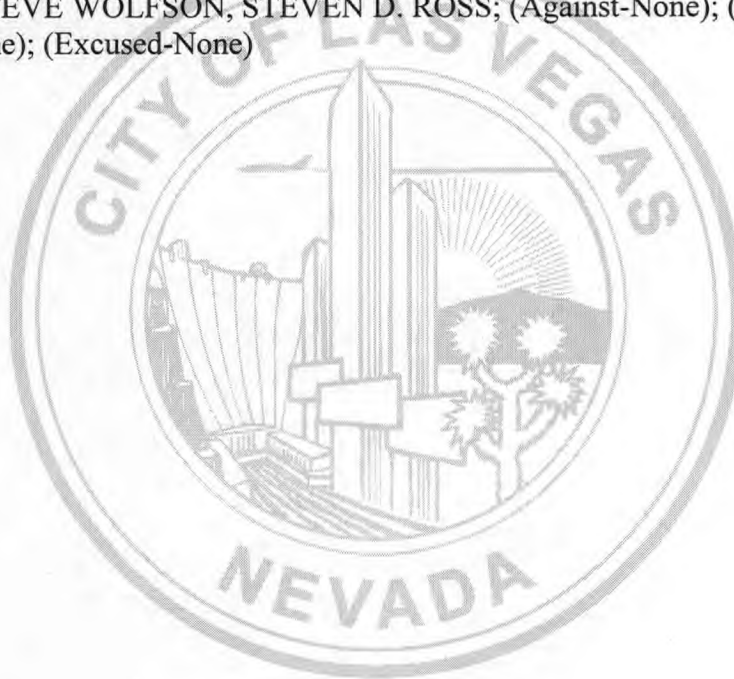
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council meeting of April 4, 2007

Motion made by GARY REESE to Approve by Reference

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

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



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY MANAGER'S OFFICE

DIRECTOR: ELIZABETH FRETWELL

☒ **Consent** ☐ **Discussion**

SUBJECT:

ADMINISTRATIVE:

Approval of Economic Development Initiative (EDI) Grant #B-06-SP-NV-0697 in the amount of \$495,000 from the U.S. Department of Housing and Urban Development to the City of Las Vegas for the development of the Historic Downtown Post Office (POST Modern) at 301 Stewart Avenue - Ward 5 (Williams)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The City of Las Vegas is currently working to rehabilitate the former U.S. Post Office and Court House in downtown Las Vegas. Proposed activities include the critical rehabilitation design process, hastening future reuse of the building, and determination and implementation of the most appropriate course of action for careful rehabilitation of both exterior building envelope and interior spaces in conformance with the Secretary of the Interior's Standards of the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, and Restoring & Reconstructing Historic Buildings.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. EDI Grant Award Agreement Letter
2. EDI Grant Agreement
3. Assistance Award – Form 1044

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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: MAY 2, 2007

Minutes:

COUNCILMAN REESE announced that Item 24 would be pulled, as requested by AL GALLEG0 under Item 11. Subsequently, CLAUDETTE ENUS, Director of Human Resources, requested Item 26 be pulled also.

Under Item 56, TOM McGOWAN, Las Vegas resident, said that this matter is in violation of the Open Meeting Law.



Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of May 2, 2007

Date Submitted: January 4, 2008

Amendment to Item #13

Purpose of Amendment:

Executed Document Added to the Final Minutes as follows:

- FY 2006 EDI-Special Project NO. B-06-SP-NV-0697 Grant Agreement

Submitted By: _____

Stacy L Campbell

Signature: _____

Brenda K. Bridges

City Clerk or Chief Deputy

Date: _____

1/7/2008



OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

MAR 13 2007

The Honorable Oscar B. Goodman
Mayor of Las Vegas
400 Stewart Avenue, 10th Floor
Las Vegas, NV 89101

Dear Mayor Goodman:

The Department is pleased to announce approval of the following Special Project grant, as funded by the Congress in the Department of Housing and Urban Development Appropriation Act of 2006 (PL 109-115) and as described in the Congressional Record of November 18, 2005. Please note that the amount shown below is 99.00% of the amount specified in the Congressional Record of November 18, 2005, because of a 1.00% rescission mandated in the Act.

Project No.: B-06-SP-NV-0697

Project Funding: \$495,000

Recipient: City of Las Vegas

This letter transmits the following documents and guidance needed to activate your FY 2006 special project grant.

1. Grant Agreement. Enclosed are four copies. Please read the agreement carefully, noting any attachments which have modifications or special conditions on this grant. Please sign and date three copies with original signatures and return them as noted below. The fourth copy is for your records pending receipt of a countersigned copy.
2. Assistance Award - Form 1044. Four copies are enclosed. Please sign and date three copies with original signatures and return them as noted below. The fourth copy is for your records pending receipt of a countersigned copy.
3. Forms and Instructions for Drawing Down Funds. HUD uses the Line of Credit Control System (LOCCS) for financial management of grant funds. Under this system, you identify the bank account into which you want HUD to deposit funds electronically. Then you request scheduled payments, using a voice response system.



GRANT AGREEMENT

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Las Vegas (the Grantee) is made pursuant to the authority of Public Law 109-115 (Department of Housing and Urban Development Appropriation Act of 2006) and a listing of certain specific Economic Development Initiative Special Projects specified in the Congressional Record of November 18, 2005. The amount shown below is 99.00% of the amount specified in the Congressional Record of November 18, 2005, because of a 1.00% rescission mandated in the Act. The Grantee's application package, as may be amended by the provisions of this Grant Agreement, is hereby incorporated into this Agreement.

In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows:

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$495,000 available to the Grantee.

The Grantee agrees to abide by the following:

ARTICLE I. HUD Requirements.

The Grantee agrees to comply with the following requirements for which HUD has enforcement responsibility.

A. The grant funds will only be used for activities described in the application, which is incorporated by reference and made part of this Agreement as may be modified by Article VII (A) of this Grant Agreement.

B. EQUAL OPPORTUNITY REQUIREMENTS

The grant funds must be made available in accordance with the following:

1. For projects involving housing, the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107.
2. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1.
3. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.

4. The requirements of 24 CFR 5.105(a) regarding equal opportunity as well as the requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60.
5. For those grants funding construction covered by 24 CFR 135, the requirements of section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701u) which requires that economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be given to low- and very low-income persons and to businesses that provide economic opportunities for these persons.
6. The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, the Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with grant funded activities. See 24 CFR Part 85.36(e), which describes actions to be taken by the Grantee to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.
7. Where applicable, Grantee shall maintain records of its efforts to comply with the requirements cited in Paragraphs 5 and 6 above.

C. ENVIRONMENTAL REVIEW REQUIREMENTS.

1. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee agrees to assume all of the responsibilities for environmental review and decision-making and actions, as specified and required in regulations issued by the Secretary pursuant to the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.
2. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital, or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe, or Alaskan Native Village, within which the project is located and which exercises land use responsibility, to assume all of the responsibilities for environmental review and decision-making as specified in paragraph C.1 above, and the Grantee shall carry out all of the responsibilities of a recipient under 24 CFR Part 58.

- D. Administrative requirements of OMB Circular A-133 "Audits of States, Local governments and Non-Profit Organizations."
- E. For State and Local Governments, the Administrative requirements of 24 CFR Part 85, including the procurement requirements of 24 CFR Part 85.36, and the requirements of OMB Circular A-87 regarding Cost Principles for State and Local Governments. For Non-Profits, the Administrative requirements of 24 CFR Part 84, including the procurement requirements of 24 CFR Part 84.40, and OMB Circular A-122 regarding Cost Principles for Non-Profit Institutions. For Institutions of Higher Education the applicable OMB Circular regarding Cost Principles is A-21.
- F. The regulations at 24 CFR Part 87, related to lobbying, including the requirement that the Grantee obtain certifications and disclosures from all covered persons.
- G. The regulations at 24 CFR Part 21, regarding requirements for Drug- Free Workplace.
- H. The Uniform Relocation Act as implemented by regulations at 49 CFR Part 24.
- I. The Grantee will comply with all accessibility requirements under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8, where applicable.
- J. The regulations at 24 CFR Part 35, where applicable, regarding Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

ARTICLE II. Conditions Precedent to Draw Down.

The Grantee may not draw down grant funds until the following actions have taken place:

- A. The Grantee has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying.
- B. Any other conditions listed in Article VII (C) of this Grant Agreement.

ARTICLE III. Draw Downs.

- A. A request by the Grantee to draw down grant funds under the Voice Response Access system or any other payment system constitutes a representation by the Grantee that it and all participating parties are complying with the terms of this Grant Agreement.
- B. The Grantee will be paid on an advance basis provided that the Grantee minimizes the time elapsing between transfer of the grant funds and disbursement for project purposes and otherwise follows the requirements of 24 CFR Part 85 or Part 84 and Treasury Circular 1075 (31 CFR Part 205).

- C. Before the Grant Agreement is signed, the Grantee may incur cost for activities which are exempt from environmental review under 24 CFR Part 58 and may charge the costs to the grant.

ARTICLE IV. Progress Reports.

- A. The Grantee shall submit to the Grant Officer a progress report every six months after the effective date of the Grant Agreement. Progress reports shall consist of (1) a narrative of work accomplished during the reporting period and (2) a completed Financial Status Report - Form 269 A.

HUD may require additional information or increased frequency of reporting as described in Article VII (C).

- B. The performance reports must contain the information required under 24 CFR Part 85.40(b) (2) or 24 CFR Part 84.51(a), as applicable including a comparison of actual accomplishment to the objectives indicated in the approved application, the reasons for slippage if established objectives were not met, and additional pertinent information including explanation of significant cost overruns.
- C. No grant drawdowns will be approved for projects with overdue progress reports.

ARTICLE V. Project Close-out.

- A. The grantee shall submit to the Grant Officer a written request to close-out the grant 30 days after the grantee has drawn down all funds and completed the activities described in the application, as may be amended. The final report shall consist of (1) a narrative of all work accomplished during the project period and (2) a completed Financial Status Report - Form 269 A covering the entire project period.

HUD will then send the Close-out Agreement and Close-out Certification to the Grantee. At HUD's option, the Grantee may delay initiation of project close-out until the resolution of any HUD monitoring findings. If HUD exercises this option the Grantee must promptly resolve the findings.

- B. The Grantee recognizes that the close-out process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any review in any way possible, including making available records requested by HUD and the project for on-site HUD inspection.

C. The Grantee shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Close-out Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of OMB Circular A-122, A-87 or A-21 as applicable, including the "necessary and reasonable" standard); a certification of the costs; and the amounts and sources of other project funds.
4. A final performance report providing a comparison of actual accomplishments with each of the project commitments and objectives in the approved application, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.

D. The Grantee agrees that the grant funds are allowable only to the extent that the project costs, meeting the standard of OMB Circular A-122, A-87 or A-21 as applicable, equal the grant amount plus other sources of project funds provided.

E. When HUD has determined that the grant funds are allowable, the activities were completed as described by the Grant Agreement, and all Federal requirements were satisfied, HUD and the Grantee will sign the Close-out Agreement and Close-out Certificate.

F. The Close-out Agreement will include the Grantee's Agreement to abide by any continuing federal requirements.

ARTICLE VI. Default.

A default under this Grant Agreement shall consist of using grant funds for a purpose other than as authorized by this Agreement, any noncompliance with legislative, regulatory, or other requirements applicable to the Agreement, any other material breach of this Agreement, or any material misrepresentation in the application submissions.

ARTICLE VII. Additional Provisions.

A. Project Description. The project is as described in the application with the following changes:

None

B. Changes or Clarification to the Application Related to Participating Parties:
The Administrative Agent if any:

C. Special Conditions:

The 2006 HUD Appropriations Act provides that no funds made available under the Act may be used to support any Federal, State or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For purposes of this provision, public use shall not be construed to include economic development that primarily benefits private entities.

U.S. Department of Housing
and Urban Development

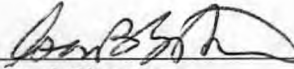


Authorized Signature

~~Robert Duncan~~ Otto V. Barks
Acting Deputy Assistant Secretary
for Economic Development

5/30/07
Date

City of Las Vegas
The Honorable Oscar B. Goodman



Authorized Signature

Mayor
Title

May 2, 2007
Date

APPROVED AS TO FORM

J. Pinkalls 4/10/07
Date

Attest: By


BEVERLY K. BRIDGES, GMC, Acting City Clerk

Copy

Assistance Award/Amendment

U.S. Department of Housing
and Urban Development
Office of Administration

1. Assistance Instrument ☐ Cooperative Agreement ☒ Grant		2. Type of Action ☒ Award ☐ Amendment																	
3. Instrument Number B-06-SP-NV-0697	4. Amendment Number	5. Effective Date of this Action MAY 30 2007	6. Control Number																
7. Name and Address of Recipient City of Las Vegas 400 Stewart Avenue, 10th Floor Las Vegas, NV 89101 EIN: 88-6000198		8. HUD Administering Office CPD, EDI Special Project Division 451 7th Street, SW, Rm 7146 Washington, DC 20410-7000																	
10. Recipient Project Manager Oscar B. Goodman		9. HUD Government Technical Representative Joanne Omega 202-708-3773, Extensi 4661																	
11. Assistance Arrangement ☐ Cost Reimbursement ☐ Cost Sharing ☒ Fixed Price	12. Payment Method ☐ Treasury Check Reimburseme ☐ Advance Check ☒ Automated Clearinghouse	13. HUD Payment Office Chief Financial Officer																	
4. Assistance Amount <table border="1"><tr><td>Previous HUD Amount</td><td></td></tr><tr><td>HUD Amount this Action</td><td>\$495,000.00</td></tr><tr><td>Total HUD Amount</td><td>\$495,000.00</td></tr><tr><td>Recipient Amount</td><td></td></tr><tr><td>Total Instrument Amount</td><td>\$495,000.00</td></tr></table>		Previous HUD Amount		HUD Amount this Action	\$495,000.00	Total HUD Amount	\$495,000.00	Recipient Amount		Total Instrument Amount	\$495,000.00	15. HUD Accounting and Apropriation Data 15a. Appropriation Number 15b. Reservation Number EID 06 <table border="1"><tr><td>Amount Previously Obligated</td><td></td></tr><tr><td>Obligation by this Action</td><td>\$495,000.00</td></tr><tr><td>Total Obligation</td><td>\$495,000.00</td></tr></table>		Amount Previously Obligated		Obligation by this Action	\$495,000.00	Total Obligation	\$495,000.00
Previous HUD Amount																			
HUD Amount this Action	\$495,000.00																		
Total HUD Amount	\$495,000.00																		
Recipient Amount																			
Total Instrument Amount	\$495,000.00																		
Amount Previously Obligated																			
Obligation by this Action	\$495,000.00																		
Total Obligation	\$495,000.00																		

16. Description
by the City of Las Vegas, Nevada for the renovation of the Old Post Office

This Award consists of the following items which are appended to and hereby made part of this Award:

- (A) Cover Page - HUD 1044
(B) Grant Agreement

Special Condition

Please contact Ernest Molins - HUD Area Environmental Officer at 415-489-6731,
Ernest_Molins@hud.gov concerning environmental review. NO FUNDS may be committed to the
project or drawn down prior to environmental release of funds approval.

2008 JAN -4 A 11:14
RECEIVED
CITY CLERK

17. ☒ Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.		18. ☐ Recipient is not required to sign this document.	
19. Recipient (By Name): City of Las Vegas The Honorable Oscar B. Goodman		20. HUD (By Name): Robert Duncan <i>OTTO K Banks</i>	
Signature & Title: Mayor of Las Vegas <i>Oscar B Goodman</i>	Date:	Signature and Title: ADAS for Economic Development	Date: 5/30/07

Previous Editions are Obsolete

form HUD-1044 (8/90)
Ref. Handbook 2210.17

APPROVED AS TO FORM

D. Pacheco 4/10/07
Date

Attest: By

Beverly K Bridges
BEVERLY K. BRIDGES, CMC, Acting City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 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: \$46,735,099.09

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 04/01-4/15/07

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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 4/1-4/15/07

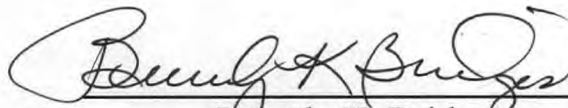
Total Services & Materials Checks :	\$10,607,610.61
Total Services & Materials EFT Payments :	\$301,497.54
Total Wire Transfers:	\$28,933,077.73
Total Payroll Checks:	\$6,892,913.21

Grand Total:	\$46,735,099.09
--------------	-----------------

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.

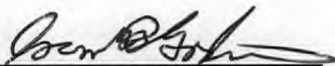


Mark R. Vincent
Director of Finance



Beverly K. Bridges
Acting City Clerk

On MAY 2, 2007, the City Council approved the above cash expenditures.



Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for California Hotel & Casino,
Location: Main Street Parking Lot, 100 Stewart Avenue, Dates: May 5 - 6, 2007, Type: Special
Event Beer/Wine, Event: May Day Lei Day Festival, Responsible Person in Charge: Lane
Conley - 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 13-23, 25 and 27-35

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: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Triple George Grill, Downtown Resorts LLC, Location: 1228 South Casino Center Boulevard, Dates: May 4, 2007 & June 1, 2007, Type: Special Event General, Event: First Friday, Responsible Person in Charge: Kathleen Hovietz - 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 13-23, 25 and 27-35

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: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Liquor Caterer License, Bartenders Direct, dba Bartenders Direct, 7657 Splashing Falls Drive, Ryan A. Moore, Owner, 100% - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Liquor Caterer License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

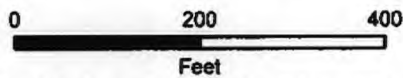
Map

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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)

Bartenders Direct
7657 Splashing Falls Drive



Created by: Business Services Division on Apr 19 2007



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Change of Business Name for a Beer/Wine/Cooler On-sale License, From:
Restaurant El Diamante, To: Mariscos El Diamante, 2830 East Charleston Boulevard, Juan C.
Aceves, 100% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of Change of Business Name for a Beer/Wine/Cooler On-sale License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Burglar Alarm Service License, Advanced Protection Industries, Inc., dba National Monitoring Center, 26800 Aliso Viejo Parkway, Suite 250, Michael A. Schubert, Pres and Wadie G. Andrawos, Exec VP - California

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Burglar Alarm Service License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Burglar Alarm Service License, Securtech, Inc., dba Nextgen Integrated Solutions, 7165 Bermuda Road, Joseph A. Murphy, III, Pres, 60%, Michael L. Frye, Secy, 19%, and Rex M. Verley, VP, 21% - Clark County

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Burglar Alarm Service License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of a new Psychic Art and Science License, Jacquelyn R. Maharaj, dba Alara, db at Psychic Eye Book Shop, 6848 West Charleston Boulevard, Jacquelyn R. Maharaj, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Psychic Art and Science License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

Map

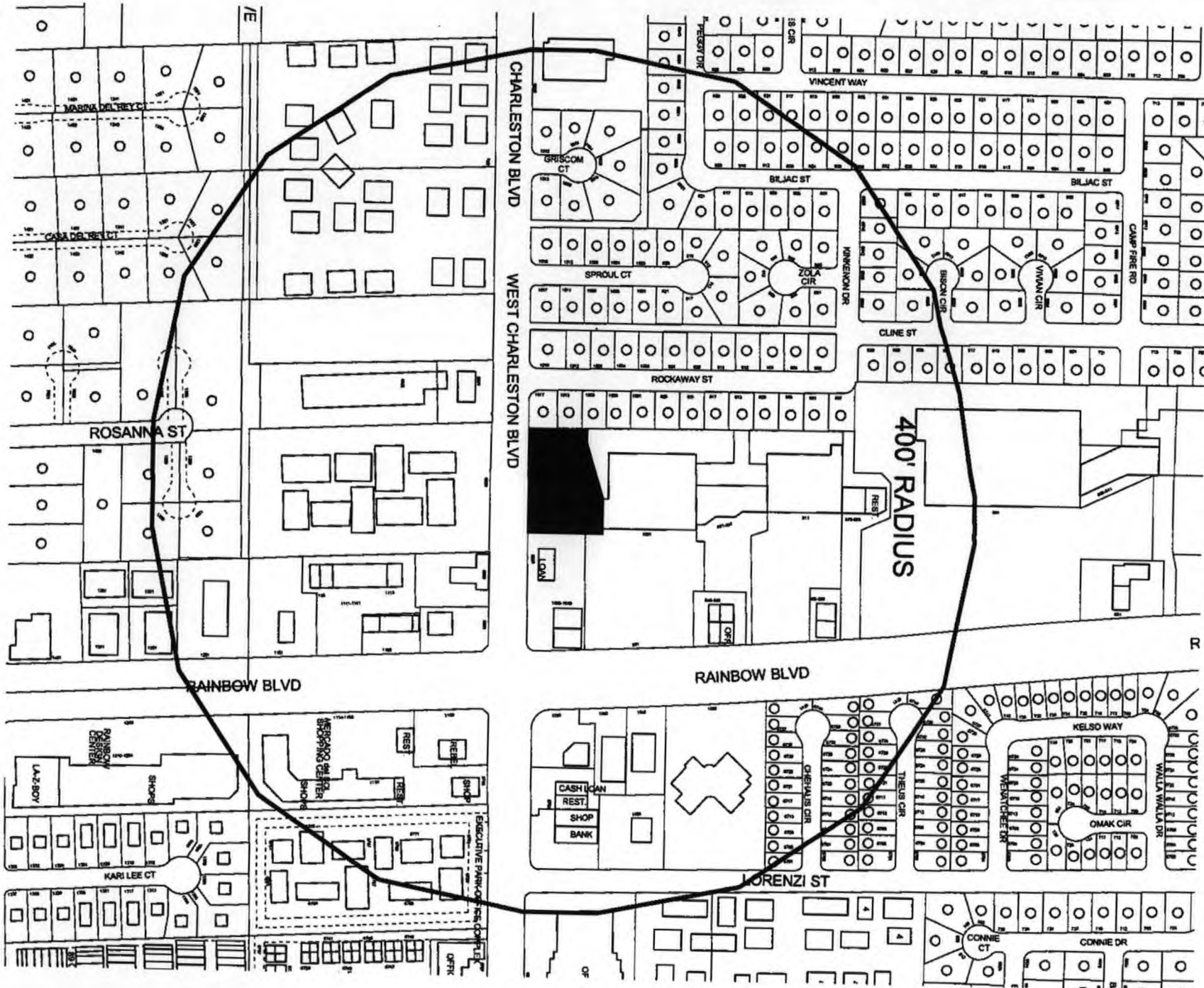
Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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)

ALARA

0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Preapproval of award of Bid No. 07.1762.01-LED, Annual Contract for Slurry Seal to the lowest responsive and responsible or best bidder - Department of Field Operations (\$3,100,000 - Street Maintenance Special Revenue Fund) – All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$3,100,000

Funding Source: Street Maintenance SRF

Dept./Division: Field Operations

PURPOSE/BACKGROUND:

The work will generally consist of the application of polymer modified slurry seal surface treatments to existing roads within the City of Las Vegas as part of annual road maintenance and repair.

PCC: L.E. Davis

RECOMMENDATION:

That City Council preapprove the award of Bid No. 07.1762.01-LED, Annual Contract for Slurry Seal, to the lowest responsive and responsible or best bidder for the period from date of award through November 30, 2007, including four one-year renewal options in the estimated annual amount of \$3,100,000. Authority to execute this Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Contract No. 070341-DC, Partnering Facilitation Services for the Centennial Hills Park Phase 3 Project - Department of Public Works - Award recommended to: SMITH CULP CONSULTING (\$73,970 - Parks and Leisure Activities Capital Projects Fund) - Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$73,970

Funding Source: Parks and Leisure Activities CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This Contract will provide for partnering facilitation for the duration of Centennial Hills Park Phase 3 Project in conjunction with Public Works, Designer/Architect and Contractor to prepare and conduct meetings, workshops and interviews at the request of Public Works to achieve project goals and expectations, prepare reports from the partnering workshops and document procedures and solutions developed in the workshops and/or meetings. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins

POC: Anne Smith - (702) 360-1120

RECOMMENDATION:

That City Council approve Contract No. 070341-DC, Partnering Facilitation Services for the Centennial Hills Park Phase 3 Project to Smith Culp Consulting in the amount of \$73,970. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate – Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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	SMITH CULP CONSULTING
Address	653 RAVEL COURT LAS VEGAS, NV 89145
Telephone	702-360-1120
EIN or DUNS	91-1571934

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement:	PARTNERING SERVICES FOR CENTENNIAL HILLS PARK - PHASE 3
RFP #:	

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

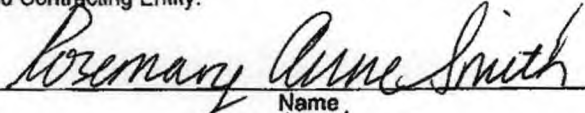
**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

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.	ROSEMARY ANNE SMITH	653 RAVELLO COURT, LAS VEGAS NV 89145	702-360-1120
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: _____

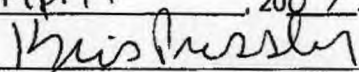
Block 5		Disclosure of Ownership and Principals - Alternate	
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or 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:		NA	
Date of Attached Document:		Number of Pages: _____	

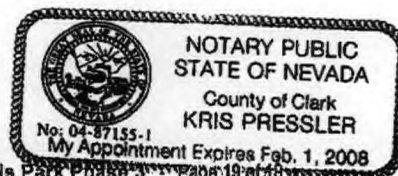
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.


 Name
 4/2/07
 Date

Subscribed and sworn to before me this 02 day of

April, 2007.


 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Contract No. 0619715, Las Vegas Boulevard Corridor Study - Department of Public Works - Award recommended to: THE LOUIS BERGER GROUP, INC. (\$69,628 - Road and Flood Capital Projects Fund) - Ward 5 (Williams)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$69,628

Funding Source: Road and Flood CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

The purpose of this study is to identify the most appropriate means to improve the Las Vegas Boulevard Corridor between Owens Avenue and I-515. The study will take into consideration planned improvements to North 5th Street in the City of North Las Vegas, planned improvements to I-515 by NDOT, the RTC's fixed guideway project and potential redevelopment in the Cultural Corridor. The services to be performed include; study of traffic volumes, identification and comparison of roadway alternatives, research of right-of-way requirements, and development of cost estimates. This requirement is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: L.E. Davis

POC: Roger Patton, P.E. - (702) 736-6632

RECOMMENDATION:

That City Council approve Contract No. 0619715 for Las Vegas Boulevard Corridor Study to The Louis Berger Group, Inc. in the amount of \$69,628. Authority to execute the Contract is given to the Purchasing Manager per R 48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by BRENDA J. WILLIAMS to Approve as recommended

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

CITY COUNCIL MEETING OF: MAY 2, 2007

Minutes:

AL GALLEGO asked why the City keeps studying this and delaying it. This is the second study. He requested landscaping be provided.

CHARLIE KAJKOWSKI, Director of Public Works, explained that the study is necessary to assess the impacts of the oncoming Fifth Street project. MR. GALLEGO countered that one has nothing to do with the other.



EXHIBIT "G"

Disclosure of Principals (Section 10.09D)

**Certificate - Disclosure of Ownership/Principals
(Continued)**

Block 1 Contracting Entity Name The Louis Berger Group, Inc. Address 500 Amigo Court, Suite 100 Telephone 702/736-6632 EIN or DUNS 22-1754524	Block 2 Description Subject Matter of Contract/Agreement Las Vegas Boulevard Corridor Study RFP# N/A
--	--

Block 3	Type of Business ☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:
----------------	--

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.	Derish M. Wolff	100 Halsted Street East Orange, NJ 07018	973/678-1960
2.	Fredric S. Berger	1819 H Street, NW #900 Washington, DC 20006	202/331-7775
3.	Pat. M. Quinn	1819 H Street, NW #900 Washington, DC 20006	202/331-7775
4.	Nicholas J. Masucci	100 Halsted Street East Orange, NJ 07018	973/678-1960
5.	Michel Jichlinski	1819 H Street, NW #900 Washington, DC 20006	202/331-7775
6.	James G. Bach	100 Halsted Street East Orange, NJ 07018	973/678-1960
7.	Nick Ivanoff	96 Morton Street New York, NY 10014	212/462-8500
8.	Leon Marantz	100 Halsted Street East Orange, NJ 07018	973/678-1960
9.	Francois Farhi	55 bis, quai de Grenell 75015 Paris, France	45-78-39-39

**Certificate - Disclosure of Ownership/Principals
(Continued)**

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

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

Name of Attached Document: 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. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

Ray A. K.

1/10/07
Date

Subscribed and sworn to before me this 10th day of January, 20067

Cheryl O. Upcraft
Notary Public



Disclosure of Principals - Continuation

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
10.	Ronald Kornell	PO Box 11-1369 Bangkok, Thailand	235-3551
11.	Fabrice Signor	68 rue d'Alleray 75015 Paris, France	45 78 39 39
12.	Rene Cousin	28 rue du Gal Beuret 75015 Paris, France	45 78 39 39
13.	Alexander Popoff	33301 9 th Avenue South Federal Way, WA 98003	206/431-2300
14.	Peter Polk	2300 N Street Northwest Washington, DC 20037	202/912-0200
15.	Robert Nardi	100 Halsted Street East Orange, NJ 07018	973/678-1960
16.	John Hotopp	100 Halsted Street East Orange, NJ 07018	973/678-1960
17.	Larry Walker	2300 N Street Northwest Washington, DC 20037	202/912-0200
18.	Carlos Marcenaro	2300 N Street Northwest Washington, DC 20037	202/912-0200
19.	Roger Patton	500 Amigo Court, #100 Las Vegas, NV 89119	702/736-6632
20.	Richard Hirsch	155 N. Wacker Drive, Suite 200 Chicago, IL 60606-1719	312/630-8200
21.	D. James Stamatis	100 Halsted Street East Orange, NJ 07018	973/678-1960
22.	Charles Bell	2300 N Street Northwest Washington, DC 20037	202/912-0200
23.	Claude Laroche	55 bis, quai de Grenell 75015 Paris, France	45-78-39-39

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Purchase Order for Waukesha Engine Dresser, Inc. OEM Parts and Controls - Department of Public Works - Award recommended to: STEWART & STEVENSON POWER, INC. (Not-to-Exceed \$800,000 - Sanitation Enterprise Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$800,000

Funding Source: Sanitation Enterprise Fund

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This request is for the purchase of repair parts and controls for a Waukesha engine that has recently had a mechanical failure. This engine serves one of two prime movers for blowers at the Water Pollution Control Facility's Nitrification Building. This purchase will allow for the purchase of all the repair parts and upgrades to the engine control panels to help ensure earlier detection and prevention of like failures. This item 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: K. Falline

POC: Mike Strupp - (623) 283-6858

CFN: 0700357-KF

RECOMMENDATION:

That City Council approve the issuance of Purchase Order for Waukesha Engine Dresser, Inc. OEM parts and controls to Stewart & Stevenson Power, Inc. in the not to exceed amount of \$800,000.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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: MAY 2, 2007

DEPARTMENT: FIRE AND RESCUE

DIRECTOR: CHIEF DAVID WASHINGTON

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Memorandum of Agreement between the city of Las Vegas and Clark County Fire Department for members of Las Vegas Fire & Rescue to join the National Urban Search and Rescue (US & R) Task Force - All Wards

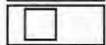
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The members of Las Vegas Fire & Rescue wish to join the National Urban Search and Rescue (US & R) Task Force, currently under the responsibility of Clark County. This organization is associated with the Department of Homeland Security Agency (DHS) / Federal Emergency Management Agency (FEMA). Various Las Vegas Fire & Rescue employees would be trained and be responsible to deploy to a task force activation. All payments are made through the Federal Employees Compensation Act (FECA) and the Federal Tort Claims Act (FTCA).

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

1. Memorandum of Agreement
2. Submitted at meeting – Revised Memorandum of Agreement

Motion made by GARY REESE to Approve as amended

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)

NOTE: A previous motion by Reese for reconsideration rescinded the initial motion by Goodman for abeyance to 5/16/2007. Both motions carried unanimously.

NOTE: Approval of this matter was subsequently rescinded under Item 70 of the 5/16/2007 City Council meeting.

CITY COUNCIL MEETING OF: MAY 2, 2007

Minutes:

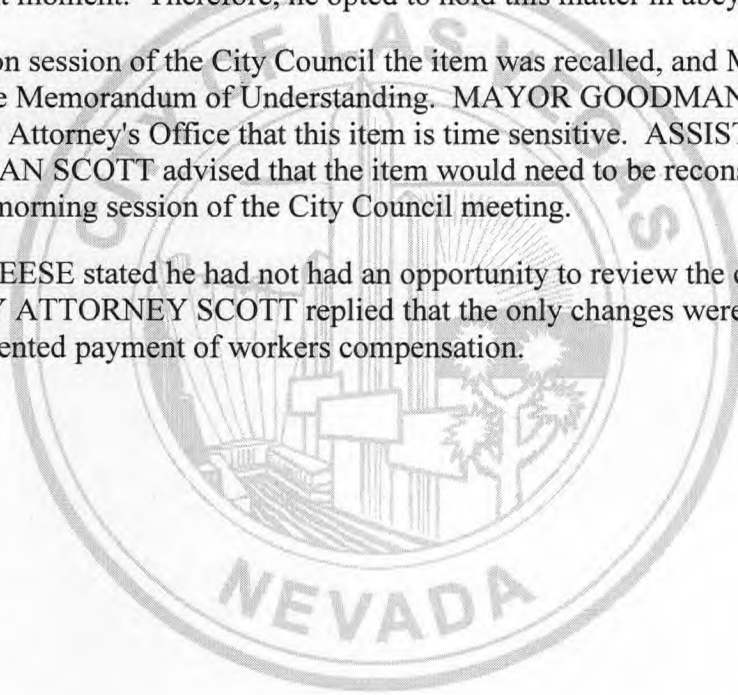
CLAUDETTE ENUS, Director of Human Resources, appeared with DEPUTY FIRE CHIEF EUGENE CAMPBELL and stated that three provisions were inadvertently omitted from the Memorandum of Understanding between Clark County Fire Department and City of Las Vegas Fire and Rescue. These three provisions provided workers compensation coverage for City of Las Vegas employees if they were deployed, as well as provide for the definition of sanction training. A corrected version was presented to the City Clerk, as well as the City Council. The provisions are on Page Three, Sections G, H and I.

CITY ATTORNEY JERBIC explained that Section 2 has new Subsections G, H and I. In Section 3, the existing provision B is deleted and new Sections B and C are added.

MAYOR GOODMAN felt it was unfair for the City Council to vote on something that was submitted at the last moment. Therefore, he opted to hold this matter in abeyance for two weeks.

During the afternoon session of the City Council the item was recalled, and MS. ENUS reiterated the omissions to the Memorandum of Understanding. MAYOR GOODMAN indicated he was advised by the City Attorney's Office that this item is time sensitive. ASSISTANT CITY ATTORNEY BRYAN SCOTT advised that the item would need to be reconsidered, as it was abeyed during the morning session of the City Council meeting.

COUNCILMAN REESE stated he had not had an opportunity to review the changes. ASSISTANT CITY ATTORNEY SCOTT replied that the only changes were to Sections G, H and I, which represented payment of workers compensation.



**Memorandum of Agreement
between
Clark County Fire Department
and the
Las Vegas Fire & Rescue**

THIS MEMORANDUM OF AGREEMENT ("AGREEMENT"), entered into this _____ day of _____, 200__, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada (hereafter called the "County"), and the City of Las Vegas, a political subdivision of the State of Nevada (hereafter called the "City").

WITNESSETH:

WHEREAS, the County, through its Fire Department, has undertaken the responsibility of sponsoring a National Urban Search and Rescue (US&R) Task Force with the Department of Homeland Security Agency (DHS) / Federal Emergency Management Agency (FEMA); and

WHEREAS, the City has employees of its fire department, who have expertise, training and personnel that desire to become members of the task force; and

WHEREAS, the City desires to become a participating agency with the County, in the US&R Program; and

WHEREAS, the County has determined that it is in the best interest of the community, the departments and national program to allow the City to become a Participating Agency in the program;

NOW, THEREFORE, the parties agree as follows:

1) THE COUNTY AGREES TO:

a) Organize a task force following the directives and policies of DHS/FEMA in regards to national task forces.

b) Provide administrative, financial and personnel management relating to reporting requirements for all members of the Task Force, including the City, as required by DHS/FEMA.

c) Insure all training records for all Task Force related training are maintained for review and copying by the County, the City and DHS/FEMA.

d) Insure all training is provided, as financially feasible, for employees of the City who become members of the Task Force to comply with all federal requirements for Task Force personnel as set forth by DHS/FEMA. Such compensation shall be subject to the availability of appropriated funds as provided through federal grants.

e) Provide a position for the City on the Task Force Advisory and Steering Committee, which is responsible for the maintaining of operational readiness and compliance with program requirements as determined by DHS/FEMA for all national task forces.

f) Provide notification to the City of all Advisories, Alerts and Activations for the Task Force to permit the City to prepare and plan for deployments of its members with the local Task Force.

g) To compensate upon receipt of an invoice from the City for those City Task Force members who are placed on alert or who are activated; and to compensate for the backfilling of those employees while they are activated for a mission, at their contractual rate as negotiated between the City and the union representing its employees. Such compensation shall be subject to the availability of appropriated funds as provided through the Stafford Act.

2) THE CITY AGREES TO:

a) Upon notification, by the County of any activation of the US&R Task Force, release those employees who are deployable members of the US&R task force from their regular assigned duties with the City for any activation with sufficient time to permit the Task Force to meet all deployment requirements as set forth by DHS/FEMA.

b) Familiarize all employees of the City who desire to become members of the Task Force with the DHS and FEMA requirements and provision required under the US&R program as set forth in this Agreement.

c) Provide to the County, verification of all certifications and training requirements as set forth by DHS/FEMA for all City Task Force personnel to permit the Task Force to develop an accurate database for all Task Force members.

d) Permit its employees who are members of the Task Force to attend all Task Force training, deployment exercises and work details as required for their respective position on the Task Force.

e) Except as may be provided by DHS/FEMA regulations for reimbursement through the County as a Sponsoring Agency, seek no reimbursement from the County for services and/or expenses incurred by the City related to this Agreement.

f) Compensate those employees of the City who are members of the task force in accordance with all applicable labor contracts.

3. PROVISIONS GOVERNING THE ACTIVITIES OF THE TASK FORCE MEMBERS BY WHICH THE PARTIES AGREE TO BE BOUND:

a. Employees of the City who are members of the task force shall abide by all rules adopted by the County and the Code of Conduct forth by DHS/FEMA.

b. If any City employee receiving compensation under this provision is already paid by the City for such expense then said reimbursement should be made to the City.

c. Any member of the task force who is an employee of the City shall be reimbursed for all expenses for travel authorized by the Task Force for attending DHS/FEMA specialized training courses required for the position the member holds within the Task Force team.

d. During all phases of the activation and deployment, City Task Force members who are deployed will be afforded all benefits provided by the Federal Employees Compensation Act (FECA) and the Federal Tort Claims Act (FTCA) as outlined in CFR-44.208 and the Federal Register interpreting those provisions.

e. The parties understand and agree that nothing in this Agreement creates an employment relationship with the respective agency's employee. Other than reimbursement for duties performed under the terms of this Agreement as funded by DHS/FEMA grant funds, all other employment obligations remain with the jurisdiction under which the employees are employed.

f. Notwithstanding the monetary obligations of this Agreement, this Agreement shall terminate and County's liability and payment obligations thereunder shall be extinguished should DHS/FEMA's governing body fail to appropriate monies for the payment of obligations incurred for the operation of the US&R program.

g. In the event that the US&R Program should be restricted substantially by action of the federal government or agency thereof or the actions of any other governmental entity or agency thereof or by judicial or legislative body, then either party hereto will have the right, upon written notice to the other, to a suspension of this Agreement.

h. Nothing in this section is intended to abrogate any immunity or liability privileges or protections afforded by law to the members of DHS/FEMA Disaster Teams,

whether or not such members are considered federal employees at the time of the event giving rise to a claim.

4. EFFECTIVE DATE, MODIFICATION AND TERMINATION

This Agreement becomes effective on the date first written above. It may be amended only by written agreement of the parties duly executed by authorized agents and either party upon thirty (30) days written notice to the other may terminate it.

5. GOVERNING LAWS

In the event of a conflict between Nevada law and federal laws and regulations, Federal Law and Regulations shall prevail over Nevada Law.

The parties hereto adopt 44 U.S.C. § 208.9 and incorporate its provisions as though fully set forth herein.

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

CITY OF LAS VEGAS

CLARK COUNTY

By: _____
OSCAR B. GOODMAN, Mayor

By: _____
RORY REID, Chairman,
Board of County Commissioners

ATTEST:

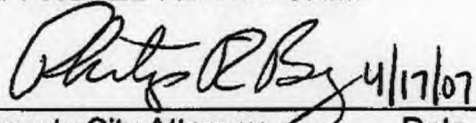
ATTEST:

Beverly Bridges, Acting City Clerk

Shirley B. Parraguirre, County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Deputy City Attorney Date

Deputy District Attorney Date

**Memorandum of Agreement
between
Clark County Fire Department
and the
Las Vegas Fire & Rescue**

THIS MEMORANDUM OF AGREEMENT ("AGREEMENT"), entered into this _____ day of _____, 200__, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada (hereafter called the "County"), and the City of Las Vegas, a political subdivision of the State of Nevada (hereafter called the "City").

WITNESSETH:

WHEREAS, the County, through its Fire Department, has undertaken the responsibility of sponsoring a National Urban Search and Rescue (US&R) Task Force with the Department of Homeland Security Agency (DHS) / Federal Emergency Management Agency (FEMA); and

WHEREAS, the City has employees of its fire department, who have expertise, training and personnel that desire to become members of the task force; and

WHEREAS, the City desires to become a participating agency with the County, in the US&R Program; and

WHEREAS, the County has determined that it is in the best interest of the community, the departments and national program to allow the City to become a Participating Agency in the program;

NOW, THEREFORE, the parties agree as follows:

1) THE COUNTY AGREES TO:

a) Organize a task force following the directives and policies of DHS/FEMA in regards to national task forces.

b) Provide administrative, financial and personnel management relating to reporting requirements for all members of the Task Force, including the City, as required by DHS/FEMA.

Submitted at City Council

Date 5/2/200 Item # 26

c) Insure all training records for all Task Force related training are maintained for review and copying by the County, the City and DHS/FEMA.

d) Insure all training is provided, as financially feasible, for employees of the City who become members of the Task Force to comply with all federal requirements for Task Force personnel as set forth by DHS/FEMA. Such compensation shall be subject to the availability of appropriated funds as provided through federal grants.

e) Provide a position for the City on the Task Force Advisory and Steering Committee, which is responsible for the maintaining of operational readiness and compliance with program requirements as determined by DHS/FEMA for all national task forces.

f) Provide notification to the City of all Advisories, Alerts and Activations for the Task Force to permit the City to prepare and plan for deployments of its members with the local Task Force.

g) To compensate upon receipt of an invoice from the City for those City Task Force members who are placed on alert or who are activated; and to compensate for the backfilling of those employees while they are activated for a mission, at their contractual rate as negotiated between the City and the union representing its employees. Such compensation shall be subject to the availability of appropriated funds as provided through the Stafford Act.

2) THE CITY AGREES TO:

a) Upon notification, by the County of any activation of the US&R Task Force, release those employees who are deployable members of the US&R task force from their regular assigned duties with the City for any activation with sufficient time to permit the Task Force to meet all deployment requirements as set forth by DHS/FEMA.

b) Familiarize all employees of the City who desire to become members of the Task Force with the DHS and FEMA requirements and provision required under the US&R program as set forth in this Agreement.

c) Provide to the County, verification of all certifications and training requirements as set forth by DHS/FEMA for all City Task Force personnel to permit the Task Force to develop an accurate database for all Task Force members.

d) Permit its employees who are members of the Task Force to attend all Task Force training, deployment exercises and work details as required for their respective position on the Task Force.

e) Except as may be provided by DHS/FEMA regulations for reimbursement through the County as a Sponsoring Agency, seek no reimbursement from the County for services and/or expenses incurred by the City related to this Agreement.

f) Compensate those employees of the City who are members of the task force in accordance with all applicable labor contracts.

g) During non-sanction training events conducted by the task force to meet all national US&R program requirements, cover all employees of the City who are members of the task force with workers compensation coverage.

h) All sanctioned training (sanctioned is defined as training using the national US&R curriculum and receiving approval from the national US&R Program Office prior to the class), alerts and activations will be afforded coverage under 44CFR208 by the federal government.

i) Should any employee of the City is a member of the Task Force be denied any claim for coverage as outlined in 44CFR208 regarding Worker's Compensation by the federal government during any sanctioned training exercise, alert or activation by the federal government, the City of Las Vegas agrees to cover all medical costs for the Task Force member and the City will reserve the right to seek reimbursement from the federal government.

3. PROVISIONS GOVERNING THE ACTIVITIES OF THE TASK FORCE MEMBERS BY WHICH THE PARTIES AGREE TO BE BOUND:

a. Employees of the City who are members of the task force shall abide by all rules adopted by the County and the Code of Conduct forth by DHS/FEMA.

b. If any City employee receiving compensation under this provision is already paid by the City for such expense then said reimbursement should be made to the City.

c. Any member of the task force who is an employee of the City shall be reimbursed for all expenses for travel authorized by the Task Force for attending DHS/FEMA specialized training courses required for the position the member holds within the Task Force team.

d. During all phases of the activation and deployment, City Task Force members who are deployed will be afforded all benefits provided by the Federal Employees Compensation Act (FECA) and the Federal Tort Claims Act (FTCA) as outlined in CFR-44.208 and the Federal Register interpreting those provisions.

e. The parties understand and agree that nothing in this Agreement creates an employment relationship with the respective agency's employee. Other than reimbursement for duties performed under the terms of this Agreement as funded by

DHS/FEMA grant funds, all other employment obligations remain with the jurisdiction under which the employees are employed.

f. Notwithstanding the monetary obligations of this Agreement, this Agreement shall terminate and County's liability and payment obligations thereunder shall be extinguished should DHS/FEMA's governing body fail to appropriate monies for the payment of obligations incurred for the operation of the US&R program.

g. In the event that the US&R Program should be restricted substantially by action of the federal government or agency thereof or the actions of any other governmental entity or agency thereof or by judicial or legislative body, then either party hereto will have the right, upon written notice to the other, to a suspension of this Agreement.

h. Nothing in this section is intended to abrogate any immunity or liability privileges or protections afforded by law to the members of DHS/FEMA Disaster Teams, whether or not such members are considered federal employees at the time of the event giving rise to a claim.

4. EFFECTIVE DATE, MODIFICATION AND TERMINATION

This Agreement becomes effective on the date first written above. It may be amended only by written agreement of the parties duly executed by authorized agents and either party upon thirty (30) days written notice to the other may terminate it.

5. GOVERNING LAWS

In the event of a conflict between Nevada law and federal laws and regulations, Federal Law and Regulations shall prevail over Nevada Law.

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The parties hereto adopt 44 U.S.C. § 208.9 and incorporate its provisions as though fully set forth herein.

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

CITY OF LAS VEGAS

CLARK COUNTY

By: _____
OSCAR B. GOODMAN, Mayor

By: _____
RORY REID, Chairman,
Board of County Commissioners

ATTEST:

ATTEST:

Beverly Bridges, Acting City Clerk

Shirley B. Parraguirre, County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Thomas R. Green 5/2/07
Deputy City Attorney Date

Deputy District Attorney Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Taney Engineering on behalf of Riley 4, LLC, owner (southeast corner of Stange Avenue and Riley Street, APN 138-05-601-013) - County (near Ward 4 - Brown)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This request is to connect four single family dwellings located at the southeast corner of Stange Avenue and Riley Street. The owner proposes to connect to the 8-inch sewer line located in Riley Street or 8-inch sewer line in Stange Avenue. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicant has signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Submitted after meeting – Executed Interlocal Agreement No. 485

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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)

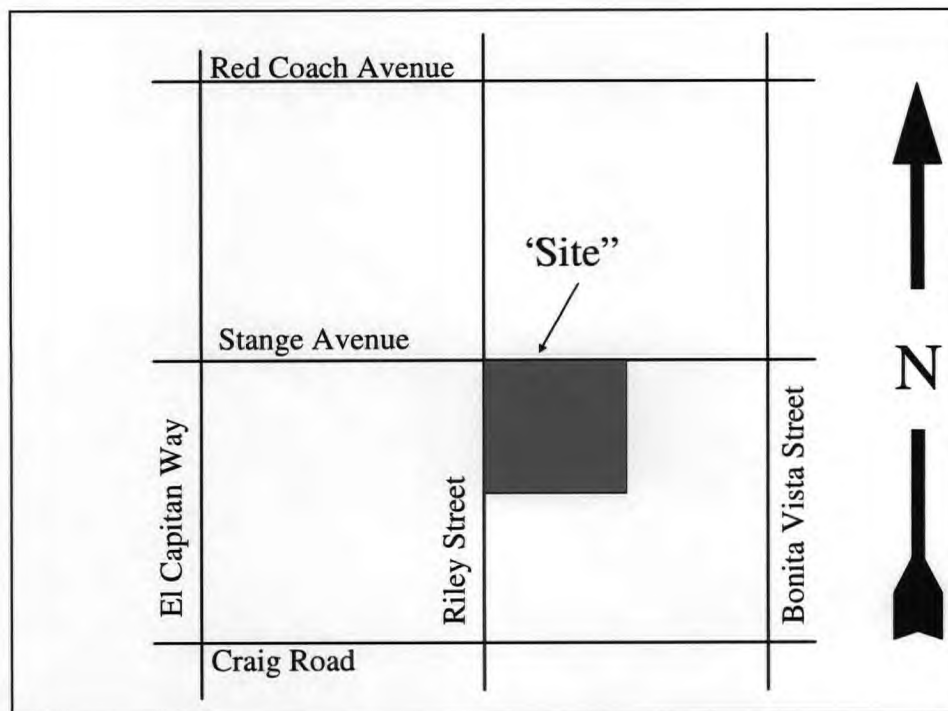
AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 2, 2007

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – TANEY ENGINEERING ON BEHALF OF
RILEY 4, LLC, OWNER (SOUTHEAST CORNER OF STANGE AVENUE
AND RILEY STREET, APN 138-05-601-013)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 12th day of March, 2007, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by RILEY 4 L L C, 2.50 acres – vacant land; Parcel No. 138-05-601-013 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay

sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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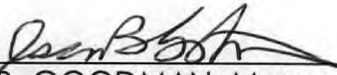
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By _____
RICHARD MENDES, General Manager

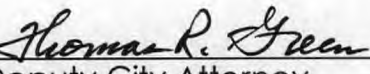
CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, Mayor

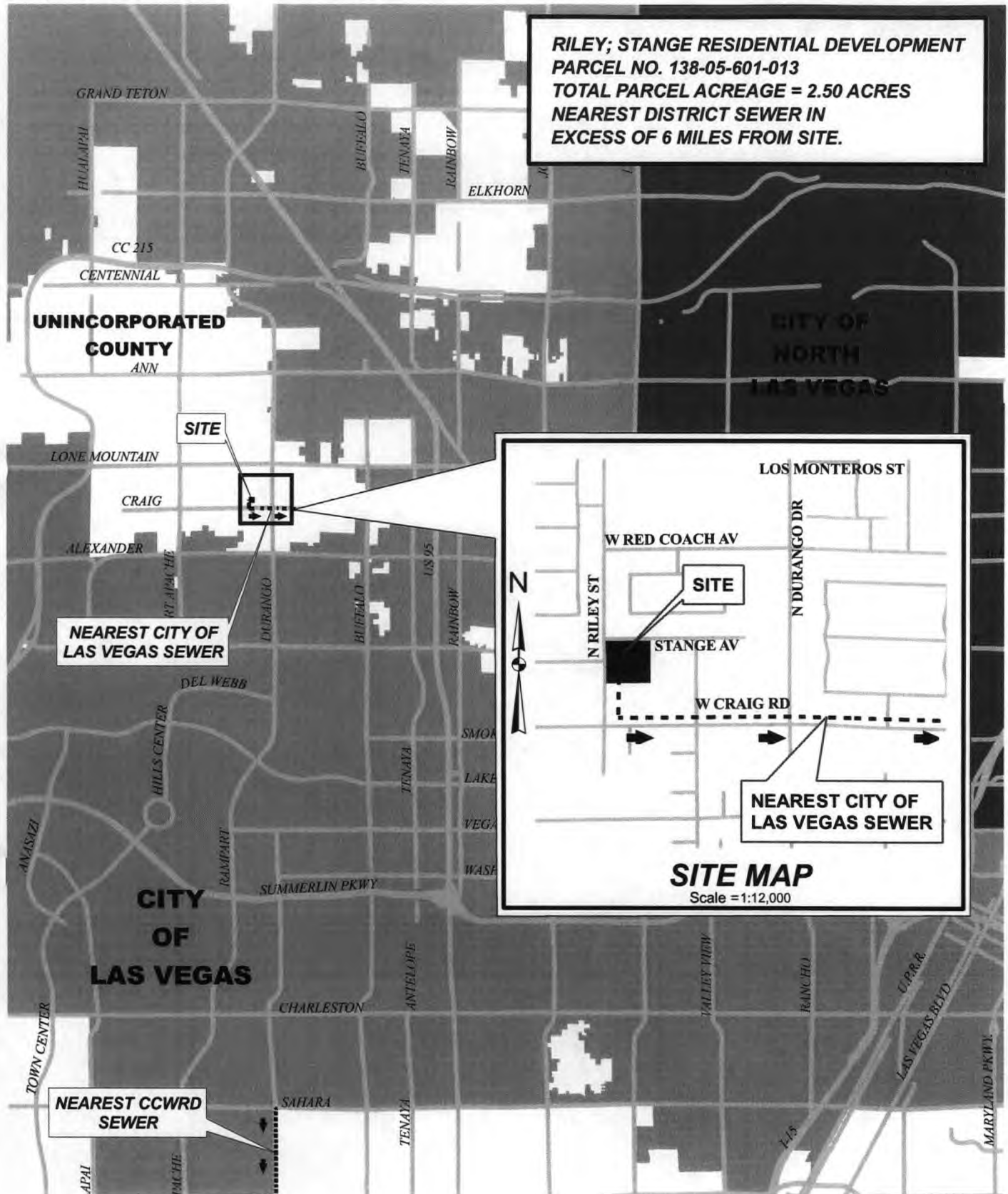
ATTEST:


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

APPROVED AS TO FORM:

By  5/8/07
Deputy City Attorney
Thomas R. Green

RILEY; STANGE RESIDENTIAL DEVELOPMENT
PARCEL NO. 138-05-601-013
TOTAL PARCEL ACREAGE = 2.50 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 6 MILES FROM SITE.



Scale = 1:96,000



Clark County
Water Reclamation
DISTRICT
"Clean Water Team"

ILA #485 - EXHIBIT A

3/05/07

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Wright Engineers on behalf of Mike and Cathy Landgren 2000 Trust, owner (west of Conquistador Street, between Solar Avenue and Severance Lane, APN 125-18-401-028) - County (near Ward 6 - Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This request is to connect a single family dwelling located west of Conquistador Street, between Solar Avenue and Severance Lane. The owner proposes to provide a public sewer in Conquistador Street for connection to the 8-inch sewer line located in Conquistador Street or the 12-inch sewer line in Severance Lane. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicant has signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Submitted after meeting – Executed Interlocal Agreement No. 484

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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)

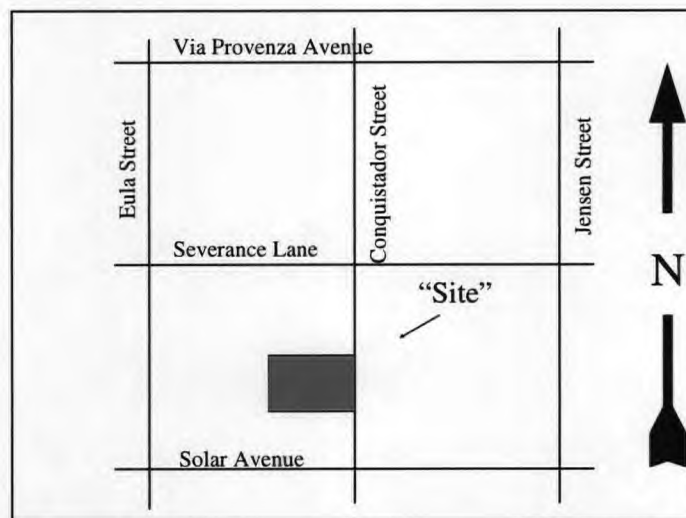
AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 2, 2007

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER AGREEMENT AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – WRIGHT ENGINEERS ON BEHALF OF
MIKE AND CATHY LANDGREN 2000 TRUST, OWNER (WEST OF
CONQUISTADOR STREET, BETWEEN SOLAR AVENUE AND
SEVERANCE LANE, APN 125-18-401-028)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 12th day of March, 2007, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by LANDGREN RESIDENCE, 1.05 acres – vacant land; Parcel No. 125-18-401-028 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay

sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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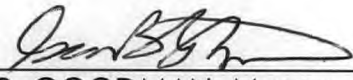
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By 
RICHARD MENDES, General Manager

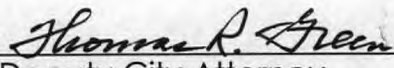
CITY OF LAS VEGAS

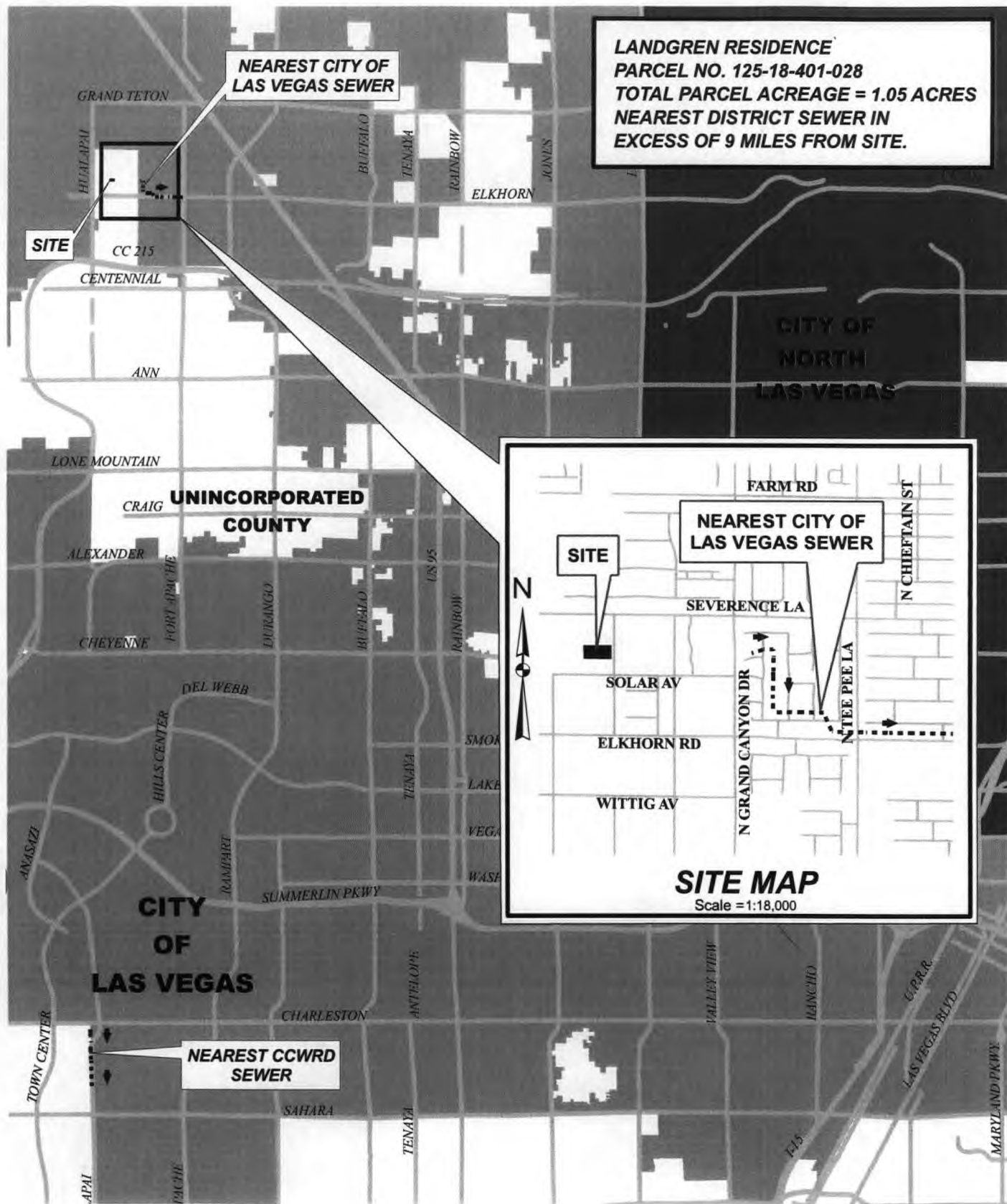
By 
OSCAR B. GOODMAN, Mayor

ATTEST:

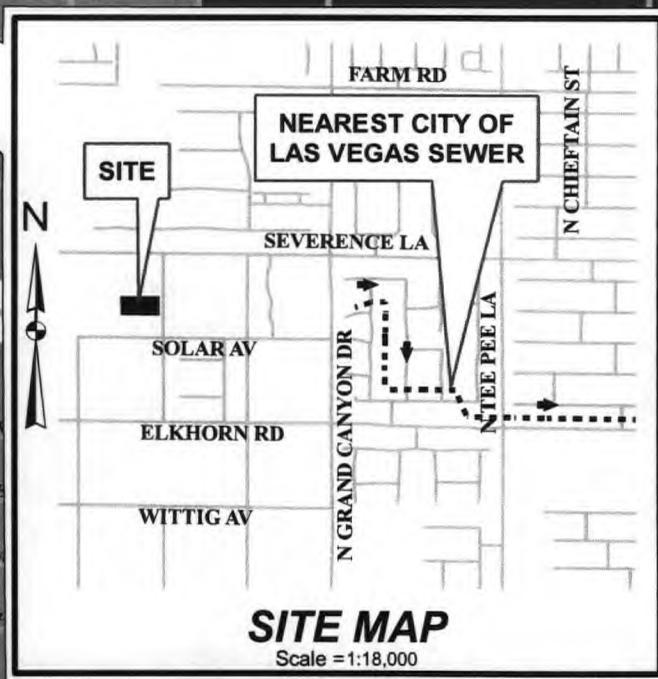

By: **BARBARA JO RONEMUS**, City Clerk
By: **Beverly K. Bridges, CMC**
Acting City Clerk

APPROVED AS TO FORM:

By  5/8/07
Deputy City Attorney
Thomas R. Green



LANDGREN RESIDENCE
PARCEL NO. 125-18-401-028
TOTAL PARCEL ACREAGE = 1.05 ACRES
NEAREST DISTRICT SEWER IN EXCESS OF 9 MILES FROM SITE.



Scale = 1:96,000



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Encroachment Request from L. R. Nelson Consulting Engineers, Incorporated, on behalf of Nevada H.A.N.D., Incorporated, owner (southwest corner of Stewart Avenue and 13th Street) - 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 10-foot wide area of landscaping on the south side of Stewart Avenue extending westward from 13th Street for approximately 130-feet and an approximate 10-foot wide area of landscaping on the west side of 13th Street extending southward from Stewart Avenue for approximately 186-feet consisting of trees, shrubs, ground cover and an irrigation system for the proposed Stewart Pines III multi-family development. 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" (Stewart Avenue)
2. Copy of Encroachment Exhibit "B" (13th Street)

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

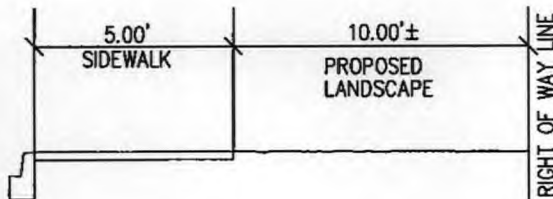
Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

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)



VICINITY MAP

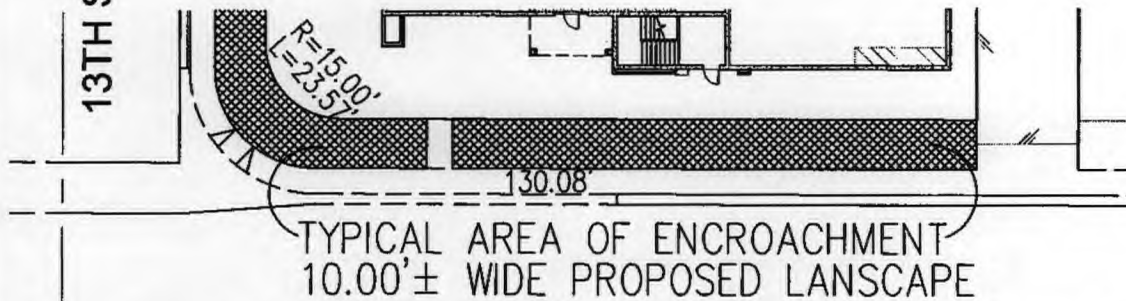
STEWART AVE.
80' R/W
(PUBLIC STREET)



TYPICAL SECTION

NOT TO SCALE

13TH STREET



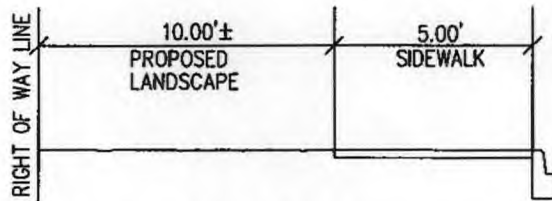
STEWART AVE.
(PUBLIC)

ENCROACHMENT
EXHIBIT "A"

STEWART PINES III



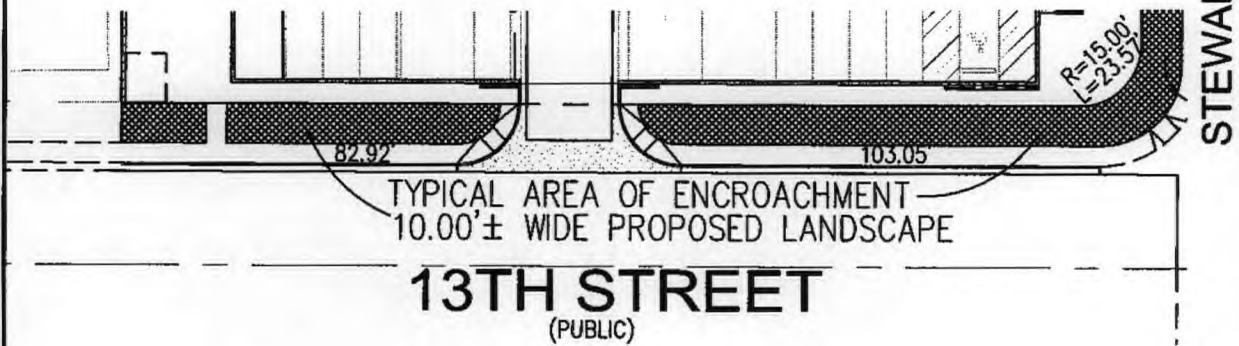
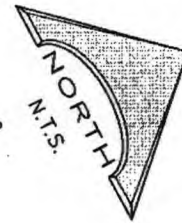
VICINITY MAP



13TH STREET
80' R/W
(PUBLIC STREET)

TYPICAL SECTION

NOT TO SCALE



13TH STREET
(PUBLIC)

STEWART AVE.

**ENCROACHMENT
EXHIBIT "B"**

STEWART PINES III

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Northwest Quarter of Section 18, Township 19 South, Range 60 East, Mount Diablo Meridian, for right-of-way on Hualapai Way and Gilcrease Avenue, APN 125-18-201-017 - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

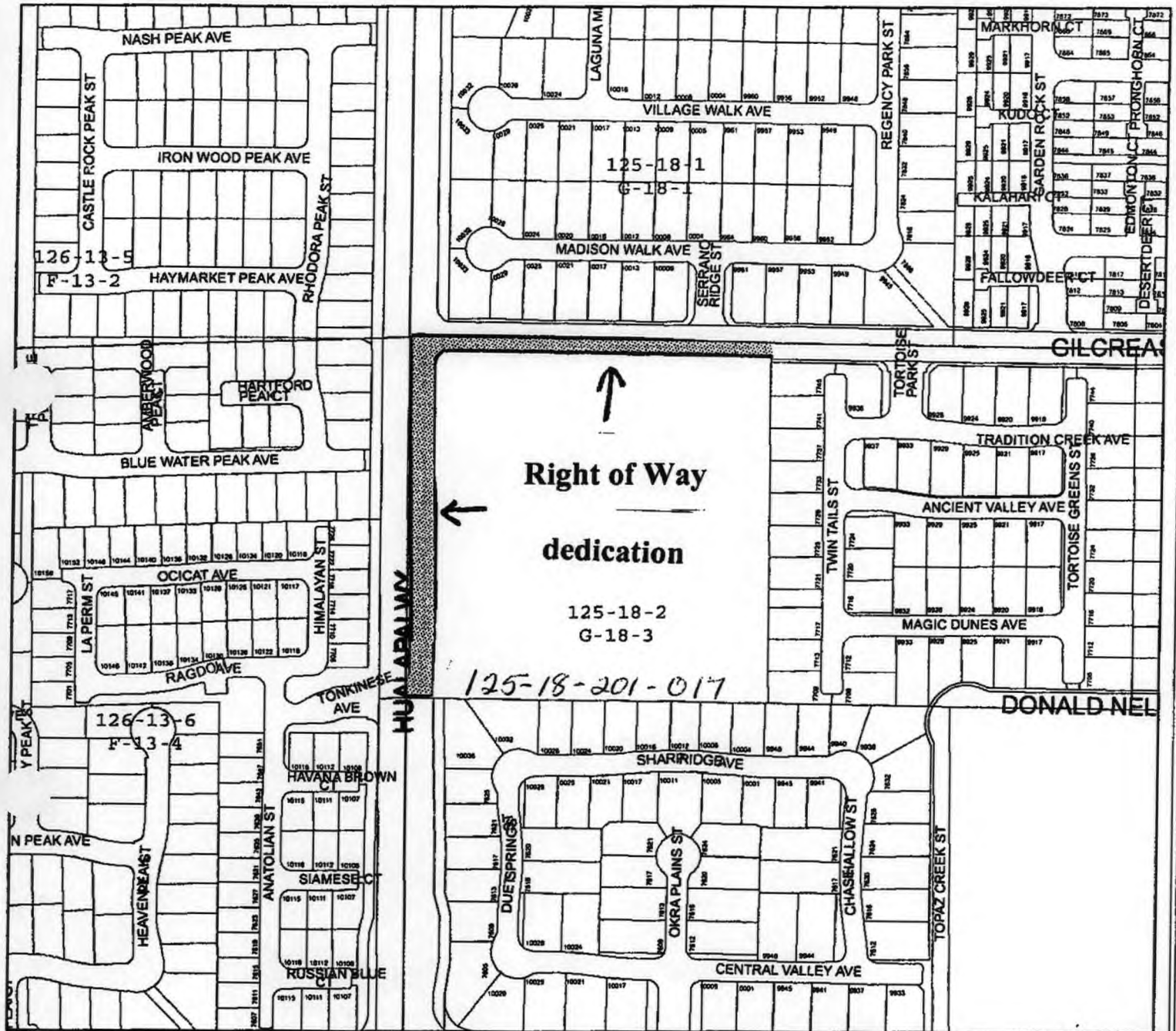
Parcel Map

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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

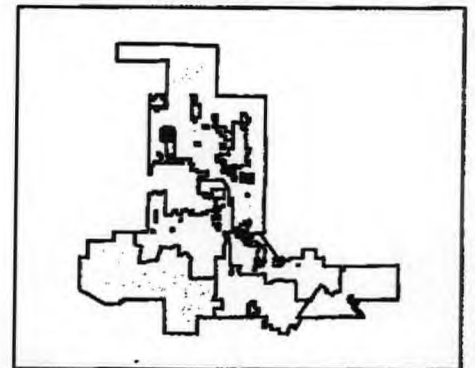
BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Right of Way dedication along Hualapai Way & Gilcrease Avenue



Created by: Right-of-Way 9.1 on Apr 11 2007

Due to continuous development activity
this map is for reference only.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Northeast Quarter of Section 21, Township 19 South, Range 60 East, Mount Diablo Meridian for right-of-way on Buffalo Drive, south of the Wittig alignment, APN 125-21-601-008 - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Parcel Map

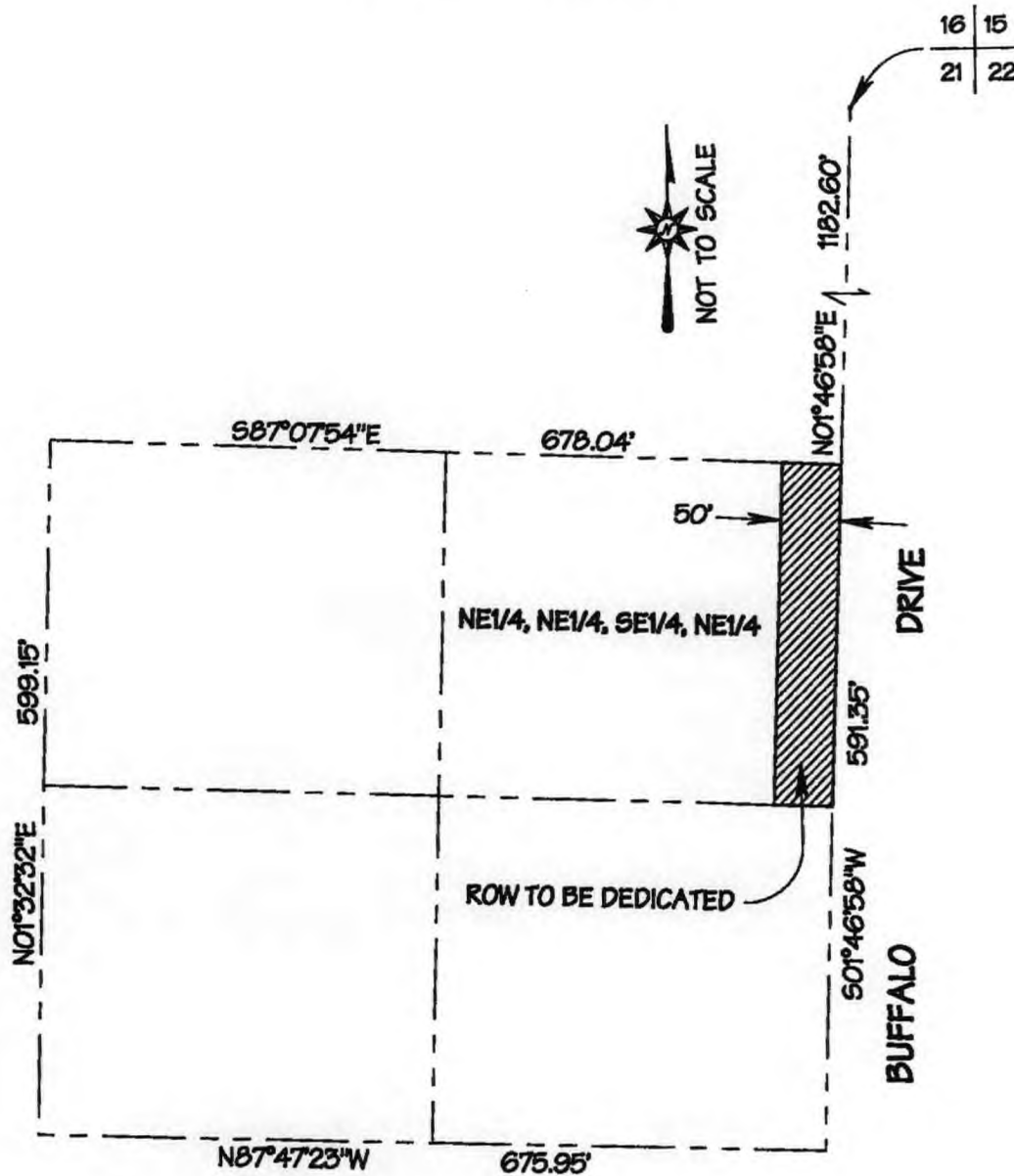
Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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

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

EXHIBIT "A"

PORTION OF THE NE 1/4, SE 1/4, NE 1/4, SEC 21,
T19S, R60E, M.D.M.,



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the Southeast Quarter of Section 24, Township 19 South, Range 60 East, Mount Diablo Meridian for a Drainage Easement located south of Deer Springs Way, west of Decatur Boulevard, APN 125-24-701-040 - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Parcel Map

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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

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

EXHIBIT "A"

DEER SPRINGS WAY

POINT OF
COMMENCEMENT

A.P. NO. 125-24-701-040
PARCEL 1
FILE 112, PAGE 93
OF PARCEL MAPS



SCALE: 1" = 100'

LINE TABLE

COURSE	BEARING	LENGTH
L1	S31°12'45"E	25.67'
L2	S00°46'51"E	10.10'
L3	S89°13'09"W	13.00'
L4	S00°46'51"E	49.42'
L5	S00°46'51"E	85.00'
L6	S00°46'31"E	6.33'

POINT OF
BEGINNING

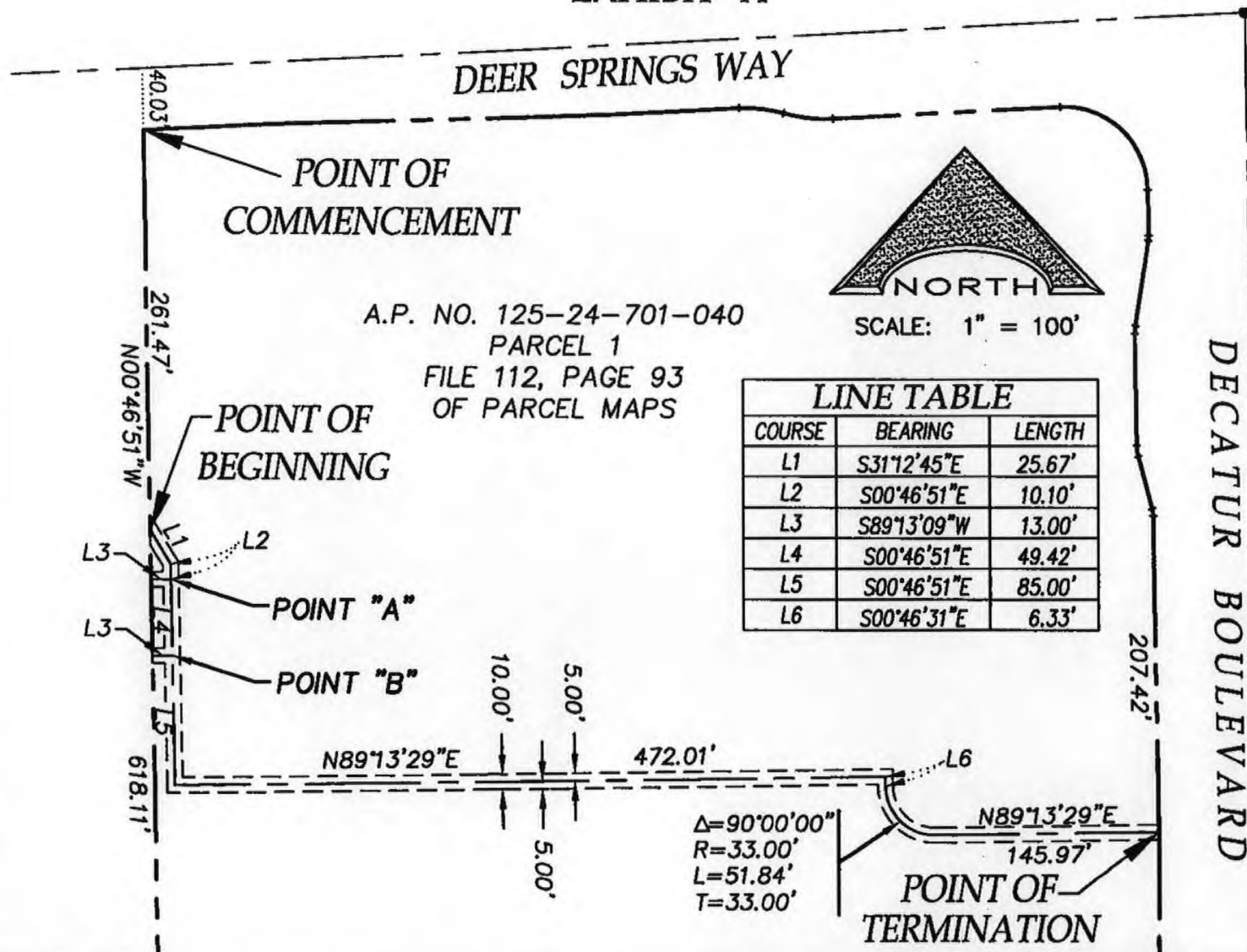
POINT "A"

POINT "B"

$\Delta=90^{\circ}00'00''$
 $R=33.00'$
 $L=51.84'$
 $T=33.00'$

POINT OF
TERMINATION

DECATUR BOULEVARD



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of Amendment Number 2 to the Interlocal Contract with Clark County for the Department of Social Services to assist in evaluating City-designated Special Improvement District hardship applications (\$35 an hour/estimated \$1,000 a year - Revolving Special Improvement District Fund) - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$1000

Funding Source: Revolving SID Fund

Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:

Per NRS 271.357, the City is required to have a hardship evaluation process in place for those residents included in a City-designated Special Improvement District (SID). This Interlocal with Clark County allows the City to use the services provided by Clark County Social Services to evaluate applications received by property owners requesting hardship assistance. This amendment is required to exercise the second of four (4) one-year options to renew and extend the terms of the contract from July 1, 2007, through June 30, 2008.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Amendment Number 2 to the Interlocal Contract

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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 NUMBER 2
To The
INTERLOCAL CONTRACT**

SPECIAL IMPROVEMENT DISTRICT HARDSHIP DETERMINATION

This Amendment Number 2 to the Interlocal Contract is made and entered into this 16TH day of May, 2007, by and between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada (hereinafter referred to as COUNTY), and the CITY OF LAS VEGAS, NEVADA, a Municipal Corporation of the State of Nevada (hereinafter referred to as CITY).

WHEREAS, COUNTY and CITY entered into the Interlocal Contract on June 21, 2005, for the Department of Social Service (CCSS) to assist in evaluating City-designated special improvement district (SID) hardship applications; and

WHEREAS, COUNTY and CITY entered into Amendment Number 1 to the Agreement on June 6, 2006, which renews and extends the Agreement through June 30, 2007; and

WHEREAS, Section III, Paragraph E, of the Interlocal Contract provides the option to renew the Interlocal Contract for four (4) one-year periods, upon approval by both COUNTY and CITY; and

WHEREAS, Section III, Paragraph G, of the Interlocal Contract authorizes amendments to the Interlocal Contract to be made upon mutual consent in writing by COUNTY and CITY; and

WHEREAS, COUNTY and CITY desire to continue the Interlocal Contract.

NOW, THEREFORE, for and in consideration of the premises contained herein COUNTY and CITY hereby agree to renew and extend the Interlocal Contract through June 30, 2008.

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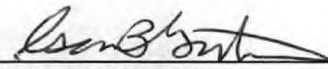
City of Las Vegas (SID) Amendment #2

IN WITNESS THEREOF, the parties caused this Amendment Number 2 to be executed the day and year first above written.

CLARK COUNTY

By: 
RORY R EID
Chairman
Board of County Commissioners

CITY COUNCIL OF LAS VEGAS

By: 
OSCAR B. GOODMAN
Mayor

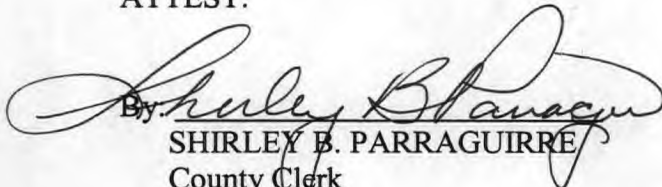
DATE OF COMMISSION ACTION:

June 19, 2007

DATE OF COUNCIL ACTION:

May 2, 2007

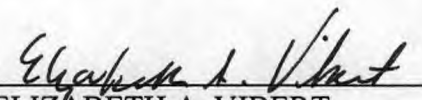
ATTEST:

By: 
SHIRLEY B. PARRAGUIRRE
County Clerk

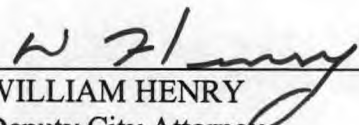
ATTEST:

By: 
BEVERLY BRIDGES
Acting City ~~Council~~ Clerk

APPROVED AS TO FORM:

By: 
ELIZABETH A. VIBERT
Deputy District Attorney

APPROVED AS TO FORM:

By: 
WILLIAM HENRY
Deputy City Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Cooperative Agreement between the Nevada Department of Transportation (NDOT) and the City of Las Vegas regarding use of NDOT's right-of-way for Bonanza Trail and maintenance of the Trail by the City (\$87,000 - General Fund) - Wards 1 and 5 (Tarkanian and Williams)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$87,000

Funding Source: General Fund

Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

The City of Las Vegas received SNPLMA funds for design and construction of Bonanza Trail. The segments of Bonanza Trail to be built by the City, located within NDOT right-of-way are located between Jones Boulevard and Decatur Boulevard and another portion located between Tenaya Way and Rainbow Boulevard. This agreement assigns responsibility of future construction, improvement, repair and maintenance of the Bonanza Trail, located within NDOT right-of-way, to the City. The physical limits of the agreement include the trail and 5-feet left and right of the trail, plus the pedestrian bridge crossings at Decatur Boulevard and at Rainbow Boulevard.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Cooperative Agreement

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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)

Agreement Number _____

COOPERATIVE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2007, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the City of Las Vegas, a political subdivision of the State of Nevada, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority;" and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreement in accordance with NRS 277.080 to 277.110; and

WHEREAS, the purpose of this Agreement is for the CITY to assume responsibility for maintenance, reconstruction, repair and improvement of the Bonanza Trail Multi Use Path; and

WHEREAS, the maintenance and repair effort to be provided by the CITY will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the DEPARTMENT and the CITY are willing and able to perform the services described herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I – CITY AGREES:

1. To assume the responsibility for construction, improvement, repair and maintenance of the Multi-Use Path (also known as Bonanza Trail) as designated in Exhibit "A" as soon as the DEPARTMENT's Revocable Occupancy Permit(s) is received.
2. To give notice to the DEPARTMENT the segments of the Multi-Use Path for which the CITY has responsibility (for the construction, improvement, repair and

maintenance) as designated in Exhibit "A" until such time responsibility has been assumed by the CITY for all segments of the Multi-Use Path as shown in Exhibit "A".

3. The CITY is responsible for improvement of the twelve (12') wide Multi-Use Path and five (5') foot beyond edge of path as designated in Exhibit "A".
4. To be responsible for Multi-Use Path lighting, signage and future landscaping as designated in Exhibit "A".
5. To administer and assume all costs, except as otherwise provided by this Agreement, associated with the construction, improvement, repair and maintenance of the Multi-Use Path as designated in Exhibit "A".
6. To defend and bear all costs of litigation which alleges an adverse interest to that of the DEPARTMENT in the Multi-Use Path allowed pursuant to the Revocable Occupancy permit(s) from the DEPARTMENT to the CITY including the cost of any award stemming from said litigation.

ARTICLE II – DEPARTMENT AGREES:

1. To maintain the title and interest of the highway right-of-way easement (conveyed by the Bureau of Land Management) that the Multi-Use Path will occupy.
2. To provide a Revocable Occupancy Permit(s) sufficient to allow CITY to construct, improve, repair and maintain a Multi-Use Path that the CITY will construct as designated in Exhibit "A".
3. To support the dedication of Southern Nevada Public Lands Management Act (SNPLMA) funds for the improvement of Multi-Use Path.
4. To assume responsibility for sidewalks, retaining walls, sound walls, landscaping, lighting, signalization or other non-Multi-Use Path areas.
5. To support the project and the amendment of the Recreation and Public Purpose Lease, together with the Bureau of Land Management. The DEPARTMENT supports the title and interest of the CITY for the Multi-Use Path sufficient to allow the CITY to maintain the Multi-Use Path (in place at the time), while ensuring the integrity of the State's right-of-way is not reduced and reserving unto itself the easement interests.

ARTICLE III – IT IS MUTUALLY AGREED:

1. That the purpose of this Agreement is for the CITY to assume responsibility for maintenance, and ultimately, subject to the provisions of Article III,

Paragraph Number 3, for the reconstruction and improvement of the CITY Multi-Use Path (also referred to as the Bonanza Trail) designated in Exhibit "A".

2. That the mutual duties and obligations in regard to the Multi-Use Path, shall commence on the date the Agreement is entered into, as indicated above and shall remain in full force and effect until terminated by either party in accordance with the provisions in Article III, Paragraph Number 4.
3. That, it is anticipated by the parties that the only funds to be dedicated to the reconstruction and improvement of the Multi-Use Path will be Southern Nevada Public Land Management Act funds. It is mutually understood that all costs associated with bringing the Multi-Use Path in compliance, as required, will be borne by the CITY. No DEPARTMENT funds are available for upgrading the aforementioned Multi-Use Path.
4. That this Agreement may be terminated, or partially terminated, by (a) either party giving sixty (60) days notice to the other party of its intent to so terminate this Agreement, in which event this Agreement shall cease to be effective and in force between the parties sixty (60) days from the date that the notice is deposited with the United States Postal Service, or (b) pursuant to statutory procedures available to DEPARTMENT with regard to State highways.
5. Any notice referred to in this Agreement contemplates written notice. Said written notice shall be directed to the parties at the following addresses:

FOR DEPARTMENT:

Jeffrey Fontaine, P.E., Director
Rudy Malfabon, P.E.
Deputy Director, Southern Nevada
Nevada Department of Transportation
123 Washington Avenue
Las Vegas, NV 89101
Phone: (702) 385-6506
Fax: (775) 385-6511
E-mail: rmalfabon@dot.state.nv.us

FOR CITY:

Charles Kajkowski, Jr., P.E., Director of Public Works
Attn: David Bowers, P.E.
Engineering Program Manager
City of Las Vegas Department of Public Works
400 E. Stewart
Las Vegas, NV 89101
Phone: (702) 229-2324
Fax: (702) 382-3232
E-mail: dbowers@lasvegasnevada.gov

6. The provisions herein constitute the full agreement of the parties and shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
7. That it is not intended by any provisions of this Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries.
8. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
9. 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 and approved by the Attorney General.

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

City of Las Vegas

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Oscar B. Goodman
Mayor

Director

Attest:

Recommended:

Beverly K. Bridges
Acting City Clerk

Heidi A. Mireles
Chief Right-of-Way Agent

Approved as to Form:

Recommended:

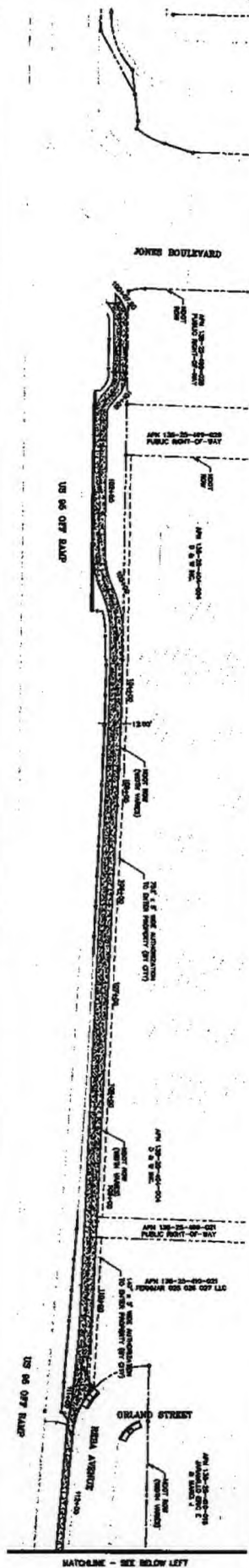
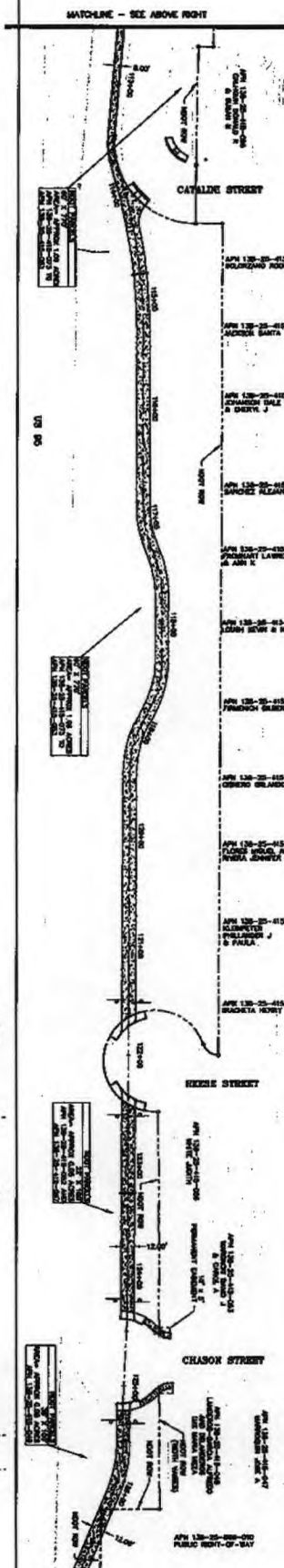
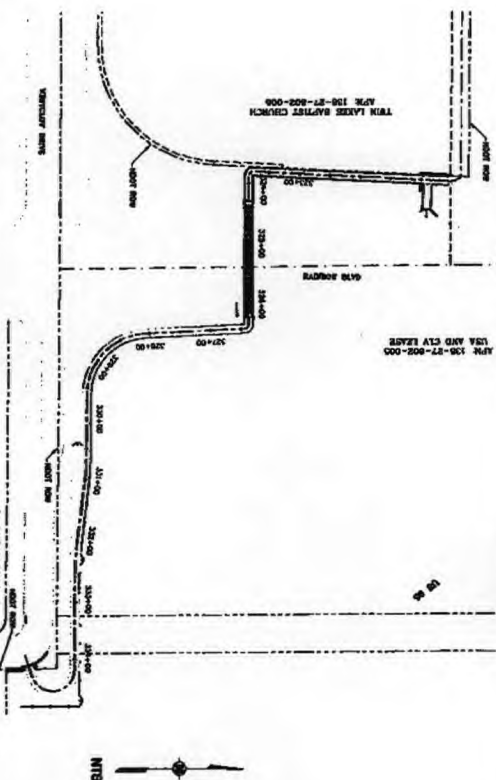
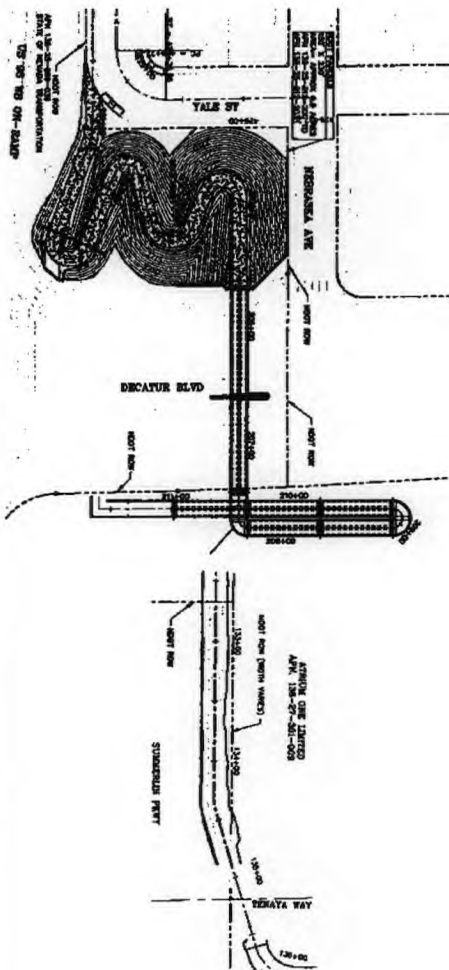
Thomas R. Green 4/5/07

Thomas R. Green
Deputy City Attorney

Mary A. Martini, P.E.
District Engineer

Approved as to Legality & Form:

Deputy Attorney General

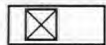
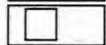


BONANZA TRAIL - COOPERATIVE AGREEMENT EXHIBIT A



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007**DEPARTMENT: PUBLIC WORKS****DIRECTOR: CHARLIE KAJKOWSKI**☒ **Consent** ☐ **Discussion****SUBJECT:**

Approval of the temporary closure of an alley located east of Casino Center Boulevard, west of Las Vegas Boulevard, north of Wyoming Avenue and south of Utah Avenue, for a portion of APN 162-03-299-001 - Ward 3 (Reese)

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

The owners of the Tod Motel, located at 1508 South Las Vegas Boulevard initiated the alley vacation in order to gain control over the public right-of-way between their existing buildings east and west of the alley. The owners anticipate that limiting access to the alley will minimize on-going illegal drug and other activities that are negatively affecting plans to rehabilitate their property. The process to vacate the alley is approximately three to four months. However, while the alley vacation is being processed, the property owners requested that the City allow an interim closure of the alley until the vacation is finalized and proposes to fence and gate the north and south ends of the alley to limit access. Prior to final approval of the interim closure, the owners of the Tod Motel are required to provide the City with signed and notarized copies from all abutting property owners, indicating concurrence with the interim closure of the alley. In addition to support abutting property owners, Republic Services indicated if they are provided a key to the locked gate, trash removal will not be impacted. If the alley vacation is not approved by City Council, the interim closure shall be removed by the Tod Motel owners. All construction and/or demolition shall be at the property owner's expense. Additionally, the alley closure plan shall be reviewed and approved by the City Traffic Engineer.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve 13-23, 25 and 27-35

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: MAY 2, 2007

DEPARTMENT: CITY MANAGER
DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:
ADMINISTRATIVE:

Report from the City Manager on Emerging Issues

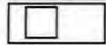
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The City Manager (CM) Report will be a vehicle for the City Manager to update the Council on emerging issues that may have an impact on the City of Las Vegas. The CM Report will be a recurring item for every Council meeting. If there are no items for the particular meeting, the City Manager will recommend that the item be stricken.

RECOMMENDATION:

Report only, no action required

BACKUP DOCUMENTATION:

None

Minutes:

No motion required. A report was given.

CITY MANAGER SELBY reported that consolidated tax, which is 52 percent of the City's revenue, has greatly decreased. After many years of double-digit increases, this year's increase came in at only .95 percent. The big impact in the consolidated tax distribution equation is the real property transfer tax, which dropped dramatically as a result of a slow down in the housing market. Although it is unknown how the balance of the year will end, City staff's forecast compels a request to reduce this year's budget by approximately 3.6 percent, in order to meet the original target for the year-end budget. To date, budget projections are about \$12.3 million behind where originally anticipated, and that number is expected to increase to about \$20 million by the end of the year. The Council can expect a very conservative budget next year. Even though the budget is not in a crisis, it is imperative that expenditures be carefully managed to stay within budget forecasts. The entire State is experiencing budget impacts.

CITY COUNCIL MEETING OF: MAY 2, 2007

He also reported that, at the Town Hall meeting on Saturday, 4/28/2007, the Mayor suggested a voicemail line be established for complaints on the FAA right-hand turn. That line was activated 5/1/2007. People can leave messages at 229-1078. COUNCILMAN WOLFSON confirmed with CITY MANAGER SELBY that this hotline does not replace the McCarren Airport hotline.

Lastly, CITY MANAGER SELBY noted that escrow documents were signed for the Lou Ruvo Institute at Union Park.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 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:

None

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, reported on the status of various Assembly and Senate Bills before the Legislature. SB 66 increases tort liability from 50,000 to 100,000 dollars and it will probably pass. SB 90 has not moved much. SB 123 deals with public records and staff continues to have concern because of the changes to the definition of public records. SB 139 is anticipated to move to the floor. SB 198 has not been assigned to committee. SB 514 (Charter Bill) has moved to the Senate side and language regarding judges has been amended to include appointments every two years. SB 234 is of concern in the Assembly because of prevailing wages issues. SB 437 encourages green buildings; however, silver certification for single-family residences would allow a 50 percent property tax reduction for

CITY COUNCIL MEETING OF: MAY 2, 2007

ten years, which would greatly threaten the City's revenue stream. AB 288 passed and it appropriates funds for Floyd Lamb State Park.

Regarding SB 234, COUNCILMAN ROSS directed CITY MANAGER SELBY to create a forum to allow communication with all parties involved, because there is currently a great deal of misunderstandings. MAYOR GOODMAN noted that he does not want any projects at Union Park being picketed. MR. KNIGHT agreed that there is a lot of misunderstandings, adding that there is specific language that prevailing wages will apply to projects enabled by SB 234.

MR. KNIGHT continued with his update. SB 16 and AB 102 deal with eminent domain. AB 102 has an agreement that reflects the Council's position on eminent domain; however, SB 16 has an amendment that staff is opposing, because it allows persons who own property to choose the date for value determination, which could greatly escalate the prices. MAYOR GOODMAN noted the Council's opposition to private-to-private use of eminent domain.

Lastly, MR. KNIGHT reported that AB 14 encompasses all introduced bills related to graffiti and increases the penalties and criminalizes for any kind of implementation on one's person. COUNCILMAN REESE noted that the problem with graffiti legislation is the inability to enforce it. MAYOR GOODMAN directed CITY MANAGER SELBY to have the Sheriff's office address the Council on the problem of apprehending taggers, opining that tagging needs to be made a felony. BRIAN O'CALLAHAN, Las Vegas Metropolitan Police Department (Metro), interjected that many of the taggers are adults. It is difficult to catch taggers in the act, but graffiti can be matched to gangs. He noted that the new bill will make it a felony for \$5,000 in damage, as well as a mandatory ten days in jail for adults.

MAYOR GOODMAN asked MR. O'CALLAHAN what advice he would give to citizens that observe graffiti being done. MR. O'CALLAHAN advised that they should call 3-1-1 immediately, so that responders can take photographs as evidence for Metro to try and find a match. MAYOR GOODMAN directed DEPUTY CITY MANAGER FRETWELL to have the Metro graffiti expert make a presentation to the Council, stressing that he wants the City to be the toughest in the world when it comes to graffiti offenders. DEPUTY CITY MANAGER FRETWELL noted that after a six-month effort, an internal criminal justice advisory group was created, and two of its key focus areas are enhancing coordination and responsiveness in terms of graffiti. She indicated that she would like to schedule on an upcoming agenda a full report about graffiti and how it is being addressed.

MAYOR GOODMAN and COUNCILMEMBERS REESE and TARKANIAN all agreed that graffiti keeps getting worse and that the only way to deter it is to increase punishment.

AL GALLEG0, Las Vegas citizen, suggested putting offenders' names and pictures in the newspaper to embarrass them and their parents. JERRY NEAL, representing West Las Vegas, recommended providing a place for taggers to do graffiti. DAVID ESCADA, Valley High School student, pointed out that it takes only about ten minutes to tag and taggers want to be noticed. They do graffiti as a way of marking their territory. He suggested contacting the

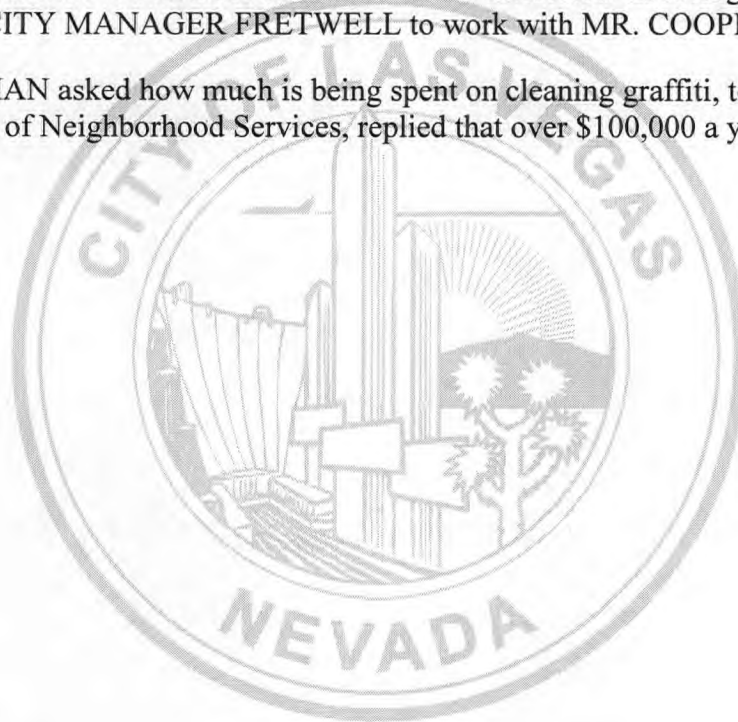
CITY COUNCIL MEETING OF: MAY 2, 2007

school police, because they know the students and probably know who is tagging. TOM McGOWAN, Las Vegas resident, suggested that the key is to outperform taggers.

MAYOR GOODMAN asked MR. O'CALLAHAN if he felt that progress is being made. MR. O'CALLAHAN replied in the affirmative, adding that new laws and tougher prosecution will help even more.

KIT COOPER, Greater Las Vegas Association of Realtors, indicated that the Association started a program online offering rewards to those that turn in graffiti offenders. Over one million hits have been received and 26 arrests have been made. The program includes community realtors going out and painting over graffiti. He pointed out that law enforcement has always told the Association that graffiti is considered a serious property crime and should, therefore, be reported to 9-1-1. COUNCILMAN WOLFSON said he would be interested in seeing the results of the 26 arrests. He asked CITY MANAGER FRETWELL to work with MR. COOPER.

MAYOR GOODMAN asked how much is being spent on cleaning graffiti, to which STEPHEN HARSIN, Director of Neighborhood Services, replied that over \$100,000 a year is being spent in materials alone.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY MANAGER

DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:

ADMINISTRATIVE:

Discussion and possible action to accept the business plan for a proposed regional public safety complex proposed in the vicinity of I-215 & Hualapai Way and authorize the City Manager to present the project to the Southern Nevada Regional Planning Coalition - Ward 6 (Ross)

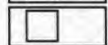
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The city retained a private consultant that worked with representatives of the city and allied public safety agencies to develop a business plan for a proposed regional public safety complex. The proposed components of the project include an emergency operations center (EOC), an intelligence fusion center, a regional 9-1-1 dispatch center and a public safety training center equipped with a low-speed driver's training course.

RECOMMENDATION:

The City Manager recommends acceptance of the business plan and authorization to present the project to the Southern Nevada Regional Planning Coalition for further development and to formalize support from other regional jurisdictions.

BACKUP DOCUMENTATION:

1. REOC Business Plan
2. Submitted at meeting – hardcopy of Regional Public Safety Complex PowerPoint presentation by Dr. Sheila Conway

Motion made by STEVE WOLFSON to Approve to Accept the report, thereby approving the Business Plan as recommended by staff

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)

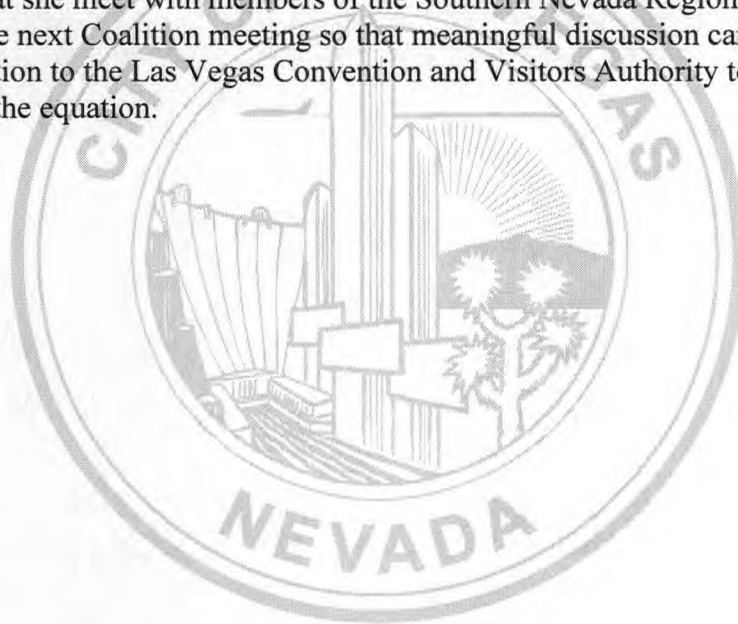
CITY COUNCIL MEETING OF: MAY 2, 2007

Minutes:

CITY MANAGER SELBY stressed that communication has been paramount since the 9-11 incidents.

DEPUTY CITY MANAGER FRETWELL stated that DR. SHEILA CONWAY has done preliminary research on the need for a regional public safety complex. CONGRESSWOMAN SHELLEY BERKLEY helped find monies for the second study, which resulted in a proposed business plan. It is imperative to train, coordinate and be prepared regionally for any disaster, whether it be natural or manmade. She introduced DR. CONWAY, who has been conducting risk assessments for over 20 years and is well respected in the field.

DR. CONWAY indicated that her work with public safety impact assessments led to a greater understanding of where the challenges are. After 9-11, the need for a regional operations center kept resurfacing in meetings. She then gave a detailed PowerPoint presentation, a copy of which is made a part of the minutes, to go over the components. MAYOR GOODMAN suggested to DR. CONWAY that she meet with members of the Southern Nevada Regional Planning Coalition before the next Coalition meeting so that meaningful discussion can be held, as well as to make a presentation to the Las Vegas Convention and Visitors Authority to help bring the private sector into the equation.





REGIONAL PUBLIC SAFETY COMPLEX BUSINESS PLAN

April 15, 2007



Urban Environmental Research, LLC

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EXECUTIVE SUMMARY

The Las Vegas/Clark County region is the largest metropolitan area in the state of Nevada with a population of over 1.9 million residents and a transient tourist population that often exceeds 250,000 visitors per day. More than two decades of unprecedented population growth has resulted in an increased demand for public safety and emergency response services coupled with the rapidly evolving demand for enhanced and expanded local emergency response capabilities to meet the public safety and security requirements subsequent to the terrorist events of September 11, 2001. Currently, the Las Vegas Valley lacks a comprehensive public safety complex for the county's multiple jurisdictions to perform regionalized counter-terrorism planning, training and general emergency management activities.

In 2006, the City of Las Vegas, Clark County and the Las Vegas Metropolitan Police Department initiated discussions about the need for a regional facility to provide a range of public safety functions to include counter-terrorism planning, training and general emergency management activities. Concurrently, as part of Clark County's Local Emergency Planning Committee's Urban Area Security Initiative strategic activities, Clark County's Office of Emergency Management and Nuclear Waste Division commissioned an analysis of the feasibility of leveraging local emergency response capabilities through the construction of a new Regional Emergency Operations Complex (REOC). The Clark County REOC Feasibility Study Report was released in October 2006. Specifically, this report found that there was "enough commonality of interest, goals, and objectives among all of the jurisdictions to proceed forward to an in-depth assessment and business plan for a new regional EOC" (UER 2006). Subsequently, the City of Las Vegas, the Las Vegas Metropolitan Police Department, and Clark County convened an expanded Working Group including representatives from police, fire and emergency response agencies from the cities of Las Vegas, North Las Vegas, Henderson, Mesquite, as well as Clark County and the Regional Transportation Commission for the purpose of preparing a business plan for a new REOC. As a result of the Working Groups planning activities, the scope of the facility was expanded to include not only a new REOC but also a combined public safety communications center for dispatching police, fire and emergency medical service (EMS) resources; and an on-site training facility for public safety personnel. This business plan is the work product of that of that joint effort.

The business plan details the process used by the Working Group and outlines the legal, siting, design and financial cost that will be associated with pursuing the construction of a new regional public safety complex

(RPSC). It outlines a phased plan to incorporate all of the key public safety components that have been identified by the Working Group on a regional public safety campus that would allow multiple jurisdictions to leverage their public safety resources. Specifically, this business plan delineates a three phased project to build a regional public safety campus comprised of a fusion center to collect, analyze and disseminate intelligence information; a new REOC to plan and coordinate the response and recovery of large-scale emergencies/disasters; a joint regional 911 dispatch facility for police, fire and EMS; and a training center for public safety first responders including firefighters, police officers, paramedics and ancillary responders including public works crews, public utility company crews and civilian volunteers.

The mid-range construction costs associated with the proposed Phase I of the RPSC to include a new REOC, Intelligence Fusion Center, Deployment Operations Center, Critical Infrastructure Protection Program Center, Area Command Center, office space for day to day operations, and the All-Hazard Regional Multi-Agency Operations and Response (ARMOR) Unit are estimated to be \$22,500,000. The mid-range construction costs associated with the proposed Phase II of the RPSC to include an integrated, multijurisdictional 9-1-1 Center and Dispatch are estimated to be \$10,200,000. The mid-range construction costs associated with the proposed Phase III of the RPSC to include an Armor Training Facility, a low-speed Public Safety Driving Track, and Public Safety Training and Meeting Rooms are estimated to be \$5,400,000. For all phases the proposed mid-range facility construction costs are \$38,100,000.

1.0 INTRODUCTION

For almost two decades, the Las Vegas metropolitan statistical area (MSA) has experienced some of the most rapid growth in the nation, growing from a population of approximately 463,000 in 1980 to approximately 1.9 million today. Spurred by a vibrant economy and attractive tax structure, residents and businesses have teemed into the Las Vegas Valley accelerating the demand for local government services. The pressure from this growth can be most readily seen in the area of local public safety and emergency response. Since 1980, public safety and emergency response expenditures across the cities of Las Vegas, North Las Vegas, Henderson, Mesquite, Boulder City, and Clark County have increased significantly as they have accommodated the rapid growth within the Las Vegas Valley. While Clark County and the incorporated cities within its boundaries have done an exceptional job not just maintaining but growing their level of public safety and emergency

response services, the challenge has grown exponentially as the Las Vegas Valley has become a major international city.

Added to the pressure of such rapid growth, over such a long duration, local governments throughout the Las Vegas Valley have been asked to provide an unprecedented array of enhanced and new emergency response capabilities to meet the challenges of providing for the public's safety and security in a post-September 11th, 2001 environment. These services run the gamut from enhanced hazardous material response capabilities that now must be able to address not only accidental releases but deliberate man-made events, to the need to provide locally based intelligence that can help prevent a terrorist event.

It is within this climate where local government public safety and emergency response capabilities have been stretched to their limit, that the U.S. Department of Energy (DOE) has proposed shipping spent nuclear fuel (SNF) and high-level nuclear waste (HLNW) through Clark County and several of its jurisdictions to a proposed permanent repository at Yucca Mountain, Nevada. This shipment campaign may funnel as more than 77,000 metric tons of the most deadly material known to man through the nation's most rapidly growing urban corridor.

In March 2005, the Nevada Commission of Homeland Security identified the need to compile and analyze existing vulnerability assessments of Nevada's Critical Infrastructure and Key Resources (CI/KR) and complete and initial State Wide Threat-Based Vulnerability Assessment for FY 2006. The Commission designated the University Nevada Las Vegas Research Foundation (UNLVRF) and its Institute for Security Studies (ISS) to perform the assessment. One of the recommendations in the State wide Threat-Bases Vulnerability Assessment was "the development of a Clark County Emergency Operations Center and Public Safety Training Center."

In 2006, the Local Emergency Planning Committee incorporated assessing the need for an REOC as part of its Urban Area Security Initiative Strategic Plan, which provides the basis for annual Homeland Security funding within Clark County. Concurrently, representatives from the City of Las Vegas and Clark County began preliminary discussions to explore the feasibility of a REOC. In response to these initiatives, the Clark County Nuclear Waste Division and the Office of Emergency Management along with the Nevada Department of Public Safety sponsored a feasibility study to determine whether Clark County and its jurisdictions could leverage and coordinate emergency response resources through the construction of a new REOC. The results indicated that there was broad support for constructing a new REOC

and "enough commonality of interest, goals, and objectives among all of the jurisdictions to proceed forward to an in-depth assessment and business plan for a regional EOC" (UER 2006).

Subsequently, on November 15, 2006, at the annual Hazmat Explo Conference that was held at the Orleans Hotel, public safety representatives from across all Clark County jurisdictions discussed the findings and recommendations from the Clark County Regional Emergency Operations Center Feasibility Study and recommended going forward with the development of a business plan. In a joint initiative, the City of Las Vegas, Clark County, and the Las Vegas Metropolitan Police Department convened an expanded Working Group to oversee the development of the business plan that included representatives from public safety agencies across all jurisdictions and the Regional Transportation Commission. Table 1 identifies the members of the expanded Working Group. The City of Las Vegas also contracted with a consultant team led by Urban Environmental Research to prepare the business plan. A description of the team is included in Appendix A. The Las Vegas Metropolitan Police Department also retained Urban Environmental Research to provide facilitation support for the expanded Working Group.

Table 1 Working Group

Kathy Suey, Homeland Security Bureau Deputy Chief	Las Vegas Metropolitan Police Department
Csaba Maczala	Las Vegas Metropolitan Police Department
Tom Monahan	Las Vegas Metropolitan Police Department
Mike McCrimon, Lieutenant	Las Vegas Metropolitan Police Department
Janelle Kraft, Director Budget Office	Las Vegas Metropolitan Police Department
Paula Rivera	Las Vegas Metropolitan Police Department
Jeff Wells	Clark County Administrative Services
Jim O'Brien, Manager	Clark County Office of Emergency Management & Homeland Security
Carolyn Levering	Clark County Office of Emergency Management
Fernandez Leary, Assistant Fire Chief	Clark County Fire Department
Irene Navis, Manager	Clark County Nuclear Waste Division
Gene Campbell, Assistant Fire Chief	Las Vegas Fire Department
Tim McAndrew, Emergency Management Officer	Las Vegas Office of Emergency Management
Barbara Doran	Las Vegas Metropolitan Police Department Communications Center (MetroCom)
Patricia Lofft, Emergency Management Coordinator	North Las Vegas Office of Emergency Management

Dan Lake, Detention Sergeant	North Las Vegas Police Department
Michael Cyphers	Henderson Office of Emergency Management
David Petersen	Mesquite Fire Department
Jeff Mills	Regional Transportation Commission

The business plan that follows is the product of the Working Group.

1.1 Organization

Chapter 1 of this report identifies the organizational structure of this business plan, presents the objectives of the Working Group and describes the process undertaken by the Working Group. Chapter 2 describes the functions that are included in the regional public safety facility described in this business plan as well as the facility assessment process that was used to identify these functions.

Chapter 3 "examines the legal authority for the joint establishment by local governments¹ of a Regional Emergency Operations Complex (REOC) facility, and also touches upon the legal options for the creation of a regional entity charged with the same mission" (KKBR&F legal memorandum 2007). Specifically, the legal memorandum reviews the statutory framework for cooperative agreements; the mechanism for financing of governmental facilities; the governing framework for emergency service within Nevada, and the legislative process and schedule within the State of Nevada.

Chapter 4 discusses the Working Groups' methodology for selecting siting and design criteria and identifies the weighted siting criteria and design considerations that have been proposed for the RPSC.

Chapter 5 summarizes the Working Groups' review of potential funding sources that could be available to fund the proposed regional public safety facility. Chapter 6 provides a detailed cost breakout for the proposed regional public safety facility, while Chapter 7 provides recommendations on the next steps in the planning process for pursuing a proposed regional public safety facility for all of the jurisdictions within Clark County.

¹ The term "local government" is used broadly in this document to include counties and cities. In addition to the term "local government", the NRS use various terms such as "political subdivision", "public agency" and others that include counties and cities. For simplicity, "local government" is used here.

1.2 Objectives and Mission Plan

When the Working Group was convened on December 20, 2006, initial discussions focused on identifying the groups' goals and missions. After wide ranging discussions about the current and future emergency response needs across the Las Vegas Valley, the Working Group decided by consensus at their second meeting on December 27, 2006 to focus on developing the business plan around the functions that should be incorporated into a new regional public safety complex (RPSC). These functions included:

1. Multi-agency coordination (local, state, and federal, as defined by NIMS)
2. Incident coordination and support
3. Resource tracking
4. Incident information collection
5. Incident information analysis and dissemination
6. Joint information center activities (as defined by NIMS)
7. Area command (as defined by NIMS)
8. Primary 9-1-1 center and dispatch
9. Intel/Fusion Center / Information Dissemination
10. ARMOR Unit
11. Training and meeting rooms
12. Deployment operations center / 24-hour fusion center
13. ARMOR training facility
14. Office space for day-to-day operations (may only be staffed for alternate 9-1-1, ARMOR)
15. Critical infrastructure protection program
16. Public safety driving track / training (low speed / specialty driving track)

1.3 Process

A series of five meetings of 1.5 to 5 hours each, were held between December 20, 2006 and February 14, 2007 by the Working Group (see Goals and Objectives, agendas, and meeting summaries attached as Appendices B, C, and D) to receive information from and provide guidance to the consultant team for preparation of this business plan for constructing a RPSC. A professional facilitator, Ms. Terry Murphy, of Strategic Solutions was retained to facilitate and record the Working Group sessions. In addition, Ms. Paula Rivera, of the Las Vegas Metropolitan Police Department provided meeting summaries of each session that were reviewed and accepted by the Working Group at the following meeting.

At the first session on December 20, 2006, the overall goals and objectives for the business planning process were outlined by Dr. Sheila Conway, of

Urban Environmental Research (Appendix B). At the second meeting on December 27, 2006, after extensive discussion by the Working Group, the nature and functions of the proposed facility were expanded to include not only a new REOC but also a fusion center, regional dispatch facility, and a public safety training facility.

Subsequent meetings on January 10, January 24 and February 14, 2007 included briefings from emergency management experts from Washoe County, Nevada and King County, Washington, who have experience successfully designing and constructing a RPSC similar to what is proposed in this business plan. In addition, the consultant team provided presentations to the Working Group on a variety of related topics including legal issues associated with building a RPSC; siting and design considerations; and an analysis of compatible functions. The Working Group participated in wide ranging discussions of these issues and provided guidance to the consultant team on the development of this business plan. Decisions on what to include within this business plan were largely done through consensus, although the weighting for the siting criteria was done through a voting process.

2.0 FACILITY ASSESSMENT

As noted above, the intent of this chapter is to outline functions that would likely be included in the proposed RPSC. Identification of these functions was developed using a stepwise process that included the review of similarly-situated facilities in comparable communities and a consensus-building session with Working Group members. Importantly, Working Group members came with extensive knowledge regarding regional public safety operations both in Nevada and throughout the United States. To assist in this process, professionals involved in the development and on-going operations of the Washoe County, Nevada Emergency Operations Center and the King County, Washington Communications and Emergency Coordination Center were also invited to provide presentations on their respective experiences to the Working Group.



Just as no two communities are exactly alike, no two emergency operations centers are exactly like. This is true both in name and in functions. This having been said, whether it is Chicago's \$217-million Office of Emergency Management and Communications facility, New Jersey's recently-completed, \$24-million Regional Operations Intelligence Center, or Washoe County, Nevada's



\$5.8 million Regional Public Safety Center, the dynamics and purpose of the physical building tend to have more features that make them similar than different. Boiled to its essence, each is a physical location where an organization comes together during an emergency to coordinate response and recovery actions and resources or where advance planning and

readiness efforts are undertaken. Regardless of their respective titles, this is where the coordination of information and resources takes place. Importantly, these regional public safety facilities are not incident command posts; rather, it is the operations center where coordination and management decisions are facilitated.

A properly designed regional emergency operations center serves as an effective and efficient facility for coordinating emergency response efforts. This having been said, each facility is designed uniquely to reflect the region's risk profile as well as its degree of integration with other public safety functions (e.g., dispatch). Common and locally-required functions were identified by the Working Group. Following this brainstorming session, Working Group members voted as to whether or not they believed a regional public safety complex in Clark County should include such functions. Table 2 below briefly outlines each of these functions; Figure 1 provides a summary of the concurrence among Working Group members regarding each identified function.

Table 2 Summary of Key Functions Identified for Regional Public Safety Facilities

Function	General Definition / Summary
1. Multi-agency Coordination	The working noted the need to utilize the National Incident Management System (NIMS) definition for multi-agency coordination. According to NIMS, multi-agency coordination systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of multi-agency coordination systems include facilities, equipment; emergency operation centers (EOCs), specific multi-agency coordination entities, personnel, procedures, and communications. These systems assist agencies and organizations to fully integrate the subsystems of the NIMS. A multi-agency coordination entity provides coordination functions within a broader multi-agency coordination system. It may establish the priorities among incidents and associated resource allocations, de-conflict agency policies, and provide strategic guidance and direction to support incident management activities.
2. Incident Coordination and Support	A standardized emergency management function specifically designed to provide an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. Incident coordination requires the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. This function is used for all kinds of

Function	General Definition / Summary
	emergencies and is applicable to small as well as large and complex incidents.
3. Resource Tracking	Generally speaking, resources are defined as: personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an emergency operations center. In turn, resource tracking and management includes those function that result in efficient ability to identify and utilize available resources. Incident management requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the NIMS includes mutual-aid agreements; the use of special Federal, state, local, and tribal teams; and resource mobilization protocols.
4. Incident Information Collection	In the event that an emergency does take place, the ability to have a central location of collecting and reporting information will be important. Many regional public safety facilities are designed to fulfill this function.
5. Incident Information Analysis and Dissemination	In addition to the collection of incident-related information, it is also important in the event of an emergency that resources are available to analyze the information about the incident and to disseminate that information to cooperating agencies. Again, these are function commonly provided by regional emergency operations centers and other regional public safety facilities.
6. Joint Information Center Activities	A joint information center, sometimes referred to as a "JIC" is a facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies collocate at the JIC. The joint information center operates as in a broader joint information system, which, as defined by NIMS, integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the system is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of incident commands; advising the incident commands concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

Function	General Definition / Summary
7. Area Command	As defined by NIMS, an area command is an organization established (1) to oversee the management of multiple incidents that are each being handled by an incident command system organization or (2) to oversee the management of large or multiple incidents to which several incident management teams have been assigned. Area command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area command becomes unified area command when incidents are multijurisdictional. Area command may be established at an emergency operations center facility or at some location other than an incident command post.
8. Primary 9-1-1 Center and Dispatch	A 911 Dispatch Center handles emergency calls and critical response dispatching for police, fire, and emergency medical service agencies. Delivering time-sensitive alerts from the dispatcher to mobile units is imperative in responding quickly to every emergency situation.
9. Intelligence Fusion Center/Information Dissemination	A fusion center is generally defined as two or more agencies that provide resources, expertise, and information to the center with the goal of maximizing their ability to detect, prevent, investigate, and respond to criminal and terrorist activity. Among the primary focuses of fusion centers are the intelligence and fusion processes, through which information is collected, integrated, evaluated, analyzed, and disseminated. Nontraditional collectors of intelligence, such as public safety entities and private sector organizations, possess important information (e.g., risk assessments and suspicious activity reports) that can be "fused" with law enforcement data to provide meaningful information and intelligence about threats and criminal activity. It is recommended that the fusion of public safety and private sector information with law enforcement data be seen as virtual through networking and utilizing a search function.
10. ARMOR Unit	An ARMOR unit is a tactical branch of public safety functions that include heavy weapons and other machinery and equipment required to handle various emergency situations.
11. Training and Meeting Rooms	Emergency response requires collaboration and significant training. Often times regional emergency operations centers and other regional public safety facilities provide space for these activities.
12. Deployment Operations Center	A deployment center provides a central point of coordination and command for deployed resources.
13. ARMOR Training Facility	ARMOR units, such as those noted in Item 10 have specific training requirements. These include indoor and outdoor operational simulation facilities, training rooms, and conferencing capabilities.

Function	General Definition / Summary
14. Office Space for Day-to-Day Operations	Although the day-to-day operations of an emergency operation center are more limited, most centers provide working and meeting space, permanent facility staff and accompanying resources.
15. Critical Infrastructure Protection Program	The term "critical infrastructure protection" (CIP) pertains to the proactive activities for protecting critical infrastructures: the people, physical assets, and communication/cyber systems that are indispensably necessary for national security, economic stability, and public safety. CIP methods and resources deter or mitigate attacks against critical infrastructures caused by people (e.g., terrorists, other criminals, hackers, etc.), by nature (e.g., hurricanes, tornadoes, earthquakes, floods, etc.), and by HazMat accidents involving nuclear, radiological, biological, or chemical substances (i.e., all hazards). Plainly stated, CIP is about protecting those invaluable assets that make life, liberty, and the pursuit of happiness a national reality.
16. General Government Information/Call Center	Many communities provide phone numbers for government information and non-emergency services. These one-stop shops provide a vast array of information to residents, business owners, and visitors and utilize a communications infrastructure similar to that in a 911 emergency call center.
17. Public Safety Driving Track/Training Center (Low Speed Specifications)	Tactical operations and equipment training require a facility that allows users and responders to become proficient well in advance of an incident. Driving tracks are designed to allow these public safety and emergency management professionals to undertake such training in a controlled environment.

Figure 1 Summary of Regional Public Safety Complex Function Concurrence among Workshop Participants

(✓ indicates approval ✓ indicates dissent)

Regional Public Safety Complex Functions	Clark County OEM	Clark County Fire	Las Vegas Metro Police	Las Vegas OEM	Las Vegas Fire	North Las Vegas OEM	North Las Vegas Fire	North Las Vegas Police	Henderson OEM	Henderson Fire	Henderson Police
1. Multi-agency Coordination	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2. Incident Coordination and Support Facilities	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3. Resource Tracking Facilities	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4. Incident Information Collection Facilities	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5. Incident Information Analysis and Dissemination Facilities	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
6. Joint Information Center Activities	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
7. Area Command	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
8. Primary 9-1-1 Center and Dispatch	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
9. Intelligence Fusion Center/Information Dissemination	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
10. ARMOR Unit Housing Facilities	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
11. Training and Meeting Rooms	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
12. Deployment Operations Center	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
13. ARMOR Training Facility	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
14. Office Space for Day-to-Day Operations	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
15. Critical Infrastructure Protection Program	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
16. General Government Information/Call Center	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
17. Public Safety Driving Track/Training (Low Speed)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Figure 1 indicates unanimous approval for 16 of the 17 identified functions of a RPSC and unanimous disapproval of the sole remaining function (a general government information/call center). Although design and development was beyond the scope of this exercise, Working Group members were asked to provide a general framework for how the facility and its identified elements might be configured. Figure 2 on the following page provides this very preliminary schematic based on this discussion and information available from other similar facilities. Table 3 below summarizes the general characteristics of the facility, including functions, square footage and acre requirements.

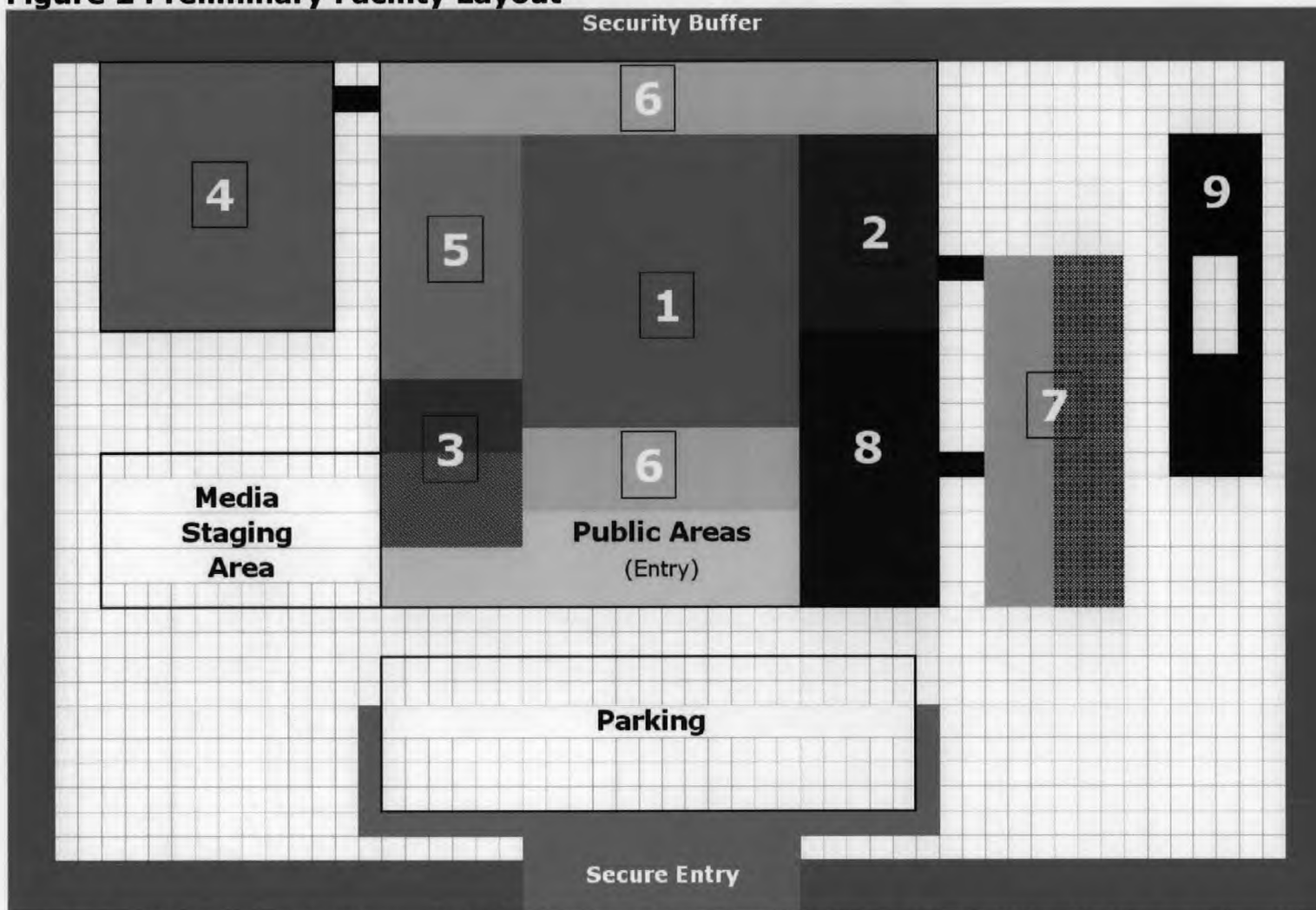
Table 3 Design Characteristics of Regional Public Safety Complex

Layout Ref.	Elements (Functions)	General Facility Requirements	Estimated Sq. ft. Requirement	Estimated Acreage Requirement *
1	a. Multi-Agency Coordination b. Incident Coordination and Support Facilities c. Resource Tracking Facilities d. Incident Information Collection Facilities e. Incident Information Analysis and Dissemination Facilities	Identified functions all have generally similar space requirements. Elements require a large central space, sometimes referred to as a central control area, war room, or nerve center. Space must be highly flexible, have room for a number of workstations, be heavily integrated with communications, technology and video infrastructure. The facility should be centrally located within the building and should be adjacent to meeting rooms, the JIC, and other collocated facilities. The facility should be isolated from areas accessible and/or visible to the public and/or media. Facilities must have substantial parking and access control is control, both interior and exterior, is considered critical.	12,500 to 22,500 sq. ft.	2 to 6 acres
2	a. Area Command Center	The area command center should be integrated with, but distinct from the facility component described above. The area command should have separate controlled access points. The facility should also be adjacent to meeting rooms and requires the same communications, technology and video infrastructure.	4,500 to 9,500 sq. ft.	1 to 3 acres
3	Joint Information Center	The joint information center or JIC is the central point of information dissemination. The element will require two key elements: 1) a secure area for elected officials and other high-ranking official briefings and preparations and 2) a public area able to accommodate the media and where media briefings can occur. The JIC must be designed to accommodate all types of press conferences and to allow media to be able to efficiently and effectively convey information through print, radio, video and	Briefing area: 1,000 to 2,000 sq. ft. Indoor media area: 1,500 to 3,000 sq. ft. Outdoor media staging area 10,000 to 50,000 sq. ft.	0.5 to 2 acres

Layout Ref.	Elements (Functions)	General Facility Requirements	Estimated Sq. ft. Requirement	Estimated Acreage Requirement *
		Internet channels.		
4	a. Primary 9-1-1 Center and Dispatch	Element must be a standalone, secure facility. Although it may be integrated into the same campus and even the same building, the 9-1-1 center and dispatch facility should have its own entrance and be sufficiently isolated from the other elements such that, in the event of an emergency situation, there is no threat to its operations and no potential for encroachment. Technological infrastructure and conducive working environments are both essential elements for design.	18,000 to 28,000 sq. ft.	3 to 5 acres
5.	a. Intelligence Fusion Center/Information Dissemination b. ARMOR Unit Housing Facilities c. Deployment Operations Center d. Critical Infrastructure Protection Program	This group of functions should have its own operating area, that should be integrated with the other uses but have separate controlled access. This facility will be used on more of an on-going basis and will be designed to provide some command and control elements as well and significant data review and analysis functions.	12,500 to 22,500 sq. ft.	1 to 3 acres
6.	a. Training and Meeting Rooms	Nearly every other function identified in this analysis has meeting and training requirements. It is important that training rooms be fitted with appropriate technology and communications infrastructure. These facilities should be multi-purpose and flexible in design. It would be a plus to have rooms that could expand and contract as necessary and appropriate; however, controlling noise is also an important consideration.	Not less than 3 meeting rooms with sizes ranging from 700 sq. ft. to 3,000 sq. ft. Total estimated space requirements 2,000 to 5,000 sq. ft.	0.5 to 1 acres
7.	a. ARMOR Training Facility	Element must include indoor and outdoor components and must be sufficiently flexible to allow for a variety of situational training exercises. Facility needs to be separate from the balance of the elements and should be its own building with controlled access.	Indoor element: 2,000 to 5,000 sq. ft. Outdoor element: 5,000 to 7,000 sq. ft.	1 to 3 acres.
8.	a. Office Space for Day-to-Day Operations	Element should include sufficient space for day-to-day operations for jurisdictional activities located at the facility. This should include a secure entry, office space, break room, kitchen, meeting rooms, and other similar facilities.	3,750 to 7,300 sq. ft.	0.5 to 1 acres
9.	a. Public Safety Driving Track/Training (Low Speed)	This is an outdoor element, although it may have a "hanger type" feature designed to allow some protection of equipment from the elements. Element must have enough space for maneuvering, staging, and training exercises.	2,500 to 5,000 sq. ft.	2 to 5 acres

* Note the estimated acreage is not cumulative, since some of these functions can be shared or the property could be vertically integrated.

Figure 2 Preliminary Facility Layout



Note: This exhibit is intended to demonstrate the elements of the proposed facility and their relationship to one another. It is not drawn to scale, nor is it intended to reflect the ultimate design of any structure or group of structures.

3.0 LEGAL AUTHORITY

The starting point for any analysis involving local government authority must begin with the state. Ultimately, all regional and local governments are political subdivisions of the state and gain their authority from the state.² Nevada Revised Statutes (NRS) provide for the joint performance or consolidation of services and facilities of local governments, including the joint financing of facilities.³ Such activities are normally done through cooperative or interlocal agreements, but may also be provided through the adoption of special acts by the Nevada Legislature. Below is a discussion of the full range of options. Although no participating government entity has committed to any form of agreement at this time, the Working Group, after considering the options, identified using an interlocal agreement as outlined in section 3.1.5 as the most appropriate option. The Working Group indicated that they did not believe a new legal entity for financing needed to be established as discussed in section 3.1.2. The Working Group also rejected the concept of consolidation as not necessary as discussed in section 3.1.4.

3.1 Cooperative Agreements

Chapter 277 of the NRS provides the statutory framework for the joint or cooperative enterprise of local governments via cooperative agreements.

3.1.1 Performance of Governmental Functions

Specifically, NRS 277.045 grants local governments the authority to enter into cooperative agreements for the performance of any governmental function. The agreement may include the furnishing or exchange of personnel, equipment, property or facilities of any kind. Each participating local government must adopt the agreement by a formal resolution or ordinance, and must provide for any expenses incurred under the agreement within its annual budget if not made available through grant, gift or other source.⁴

This specific statutory authorization does not provide for the creation or financing of a new facility, but merely permits the joint use of existing property and facilities. The intent of this statute is to provide a simple procedure for the joint performance of certain functions that do not rise to the level of full consolidation or require the need for the establishment of a

² See generally, Art. 8, Nevada Constitution, Titles 20 & 21 of the NRS.

³ See generally, NRS Chapter 277.

⁴ Id.

new facility or entity. A more structured arrangement is provided within Chapter 277 for cooperative agreements that encompass the establishment of facilities and/or entities.

3.1.2 Financing Governmental Facilities

State law also grants specific authority to local governments to enter into cooperative agreements for borrowing money to finance a facility.⁵ A facility may include, among other things, buildings and equipment, and the furnishings, appurtenances and other items financed in connection with the buildings and equipment.⁶ The agreement must designate the issuer of the financing, and the issuer may issue revenue securities to finance the facility on behalf of the borrowing local government.⁷

The agreement may create a separate legal or administrative entity to administer the borrowing or to administer the proceeds, in which case the agreement must specify the composition and powers of the governing body of the entity.⁸ Note that this authority is granted only to create an entity to administer the financing. No authority is provided within these specific statutory provisions to create an entity to manage the operations or services provided within the facility.

However, nothing prohibits the use of the statutory authority provided in NRS 277.045 (summarized above regarding for the joint performance of governmental functions) in conjunction with these facility financing provisions. Consequently, local governments may enter into one cooperative agreement for the financing of a facility, and enter into a second cooperative agreement for the joint performance and operation of a RPSC.

3.1.3 Interlocal Cooperation Act

Yet another alternative provided under Chapter 277 of the NRS is encompassed within sections entitled the Interlocal Cooperation Act.⁹ The purpose of this Act is to permit local governments "to cooperate with other local governments on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization which will best accord with geographic, economic, population

⁵ See generally, NRS 277.0705-0755.

⁶ NRS 277.0715.

⁷ NRS 277.074 & 0745.

⁸ Id.

⁹ See generally, NRS 277.080-180.

and other factors influencing the needs and development of local communities."¹⁰

The Interlocal Cooperation Act provides three different methods for local governments to cooperate and otherwise share services and responsibilities: 1) consolidation; 2) the joint exercise of powers; and 3) interlocal contract for the performance of services.

3.1.4 Consolidation & Joint Exercise of Powers

Consolidation and the joint exercise of powers are similar in many ways and, in fact, both methods may be used for the same type of cooperative action. For example, combining emergency services can be accomplished with either method. They both share most of the same statutory provisions. What differentiates one from the other, are timing/duration concerns and the jurisdictions that may participate in the cooperative efforts.

Consolidation permits only a county, its largest city and any other incorporated city within the county choosing to participate to consolidate services provided by the participating local governments.¹¹ Consequently, a county must be a participant in any consolidation endeavor. Consolidation must occur via an interlocal agreement, and the local governments may establish a permanent administrative entity to perform specific functions throughout the participating local governments.¹² The specific functions performed by the administrative entity include, but are not limited to:

- a) Prevention and suppression of fire.
- b) Sanitation and sewerage.
- c) Planning, regulation of use of land and buildings, inspection of buildings for safety, and the issuance of building permits.
- d) Regulation of business and gaming and issuance of business and gaming licenses.
- e) Provision of parks and recreation, including the maintenance of existing facilities.
- f) Provision of informational systems and data processing for the county and participating cities.
- g) General services and the maintenance of buildings and vehicles for the county and participating cities.

¹⁰ NRS 277.090.

¹¹ NRS 277.103.

¹² Id.; NRS 277.105.

The joint exercise of powers, on the other hand, may be established by any local government, regardless of whether a county is involved, and the NRS provides broad authority with respect to the powers that may be exercised jointly. Specifically, the NRS provides that "any power or authority exercised or capable of being exercised by a local government may be exercised jointly with any other local government within Nevada or with any agency of the State of Nevada, the United States or any other state."¹³ Consequently, under the joint exercise of powers authority the parties to a RPSC may include a state agency, such as the Division of Emergency Management, for example. Note that this power is limited by statute with respect to law enforcement agencies in counties with a population greater than 100,000 pursuant to Chapter 280 of the NRS, which provides the exclusive method for the merging of law enforcement agencies.¹⁴

Local governments must enter into agreements with one another to exercise joint or cooperative action.¹⁵ Such agreements must be ratified by ordinance or resolution, and they must be in writing if it is reasonably foreseeable that a participating local government will be required to expend \$2,000 or more to carry out the agreement.¹⁶

Like consolidation, local governments also have the authority to establish a separate legal or administrative entity to conduct the joint or cooperative undertaking. Where the local governments choose to establish a separate entity, the agreement between the local governments must specify the following:

- a) The precise organization, composition and nature of such entity and the powers delegated thereto.
- b) The duration of the agreement.
- c) The purpose of the agreement.
- d) The manner of financing such undertaking and of establishing and maintaining a budget therefore.
- e) The method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination.
- f) Any other necessary or proper matters.¹⁷

¹³ NRS 277.110(1) (emphasis added).

¹⁴ NRS 277.110 & 280.105. The Las Vegas Metropolitan Police Department falls within the prescription of Chapter 280.

¹⁵ NRS 277.110(2).

¹⁶ Id.

¹⁷ NRS 277.120(1).

If no separate legal or administrative entity is formed, an administrator or joint board must be established for the cooperative undertaking and provided for within the agreement between the local governments. In such a case, the agreement must contain the provisions in b) through f) above, in addition to describing the manner of acquiring, holding and disposing of real and personal property used in the joint undertaking.¹⁸

The same contents outlined in a) through f) above must also be contained within any consolidation agreement, except for the fact that the consolidation entity may be permanent rather than temporary in duration.¹⁹

Any consolidation or joint exercise of powers agreement must be submitted to the Attorney General to confirm it is in proper form and complies with the laws of the state.²⁰ If the Attorney General fails to disapprove the agreement within 30 days after its submission the agreement is deemed approved.²¹ If in writing, the agreement must be recorded with the county recorder of each county within which a local government is a participant, and also filed with the Secretary of State.²²

Where a consolidation or joint exercise of powers agreement deals in whole or in part with the provision of services of facilities over which an officer or agency of the state has control, the agreement must be submitted to that officer or agency for approval or disapproval as to all matters within the officer's or agency's jurisdiction.²³ The submission is subject to the same 30-day deadline as provided for the Attorney General's review. This may be important if the facilities of the RPSC include facilities over which an officer or agency of the state has control.

With respect to financing endeavors resulting from consolidation or joint exercise of powers, the NRS grants local governments the authority to support a joint board or legal or administrative entity in any one or more of the following ways:

- a) Appropriating funds.
- b) Selling, leasing, giving or otherwise supplying property.
- c) Personnel or services within their legal power to furnish.²⁴

¹⁸ NRS 277.120(2).

¹⁹ NRS 277.105 & 120(1).

²⁰ NRS 277.140(1).

²¹ Id.

²² NRS 277.140(2).

²³ NRS 277.150.

²⁴ NRS 277.180(1).

Local governments are also authorized to accept funds from "grants, gifts or other sources".²⁵ Furthermore, local governments are authorized to issue their own securities "to defray costs ultimately borne by the other party, in contemplation of later repayment".²⁶

In addition to the above financing methods, the county and other local governments participating in a consolidation may contribute to the budget of the administrative entity in proportion to the sum of their revenues derived by each from taxes, licenses for business and gaming, and fees for services performed, respectively.²⁷

3.1.5 Interlocal Contract

The third method of cooperative action provided within the Interlocal Cooperation Act provides that local governments may contract with one another to perform any governmental service, activity or undertaking which any of the local governments entering into the contract is authorized by law to perform.²⁸ Like the joint exercise of powers method, this authority extends to agencies of the State of Nevada, the United States or other states.

The contract must be ratified by the governing body of each local government and must fully set forth the purposes, powers, rights, objectives and responsibilities of the contracting parties. It must also be approved by the Attorney General if an agency of the State of Nevada is a party to the contract, and it must be in writing if it is reasonably foreseeable that a contracting party will be required to expend \$2,000 or more to carry out the contract.²⁹ Each local government subject to the agreement must include in their budget an estimate of the expenses necessary to carry out the agreement which are not otherwise made available through grant, gift or other source.³⁰ Local governments may also contribute property, personnel or services.³¹

²⁵ Id.

²⁶ NRS 277.180(2).

²⁷ NRS 277.105(2).

²⁸ NRS 277.180(1).

²⁹ Id.

³⁰ NRS 277.180(3).

³¹ Id.

The authorized purposes of an interlocal contract include, but are not limited to:

- a) The joint use of hospitals, road construction, repair equipment, and such other facilities or services as may and can be reasonably used for the promotion and protection of the health and welfare of the inhabitants of this State.
- b) The joint use of county and city personnel, equipment and facilities, including sewer systems, drainage systems, street lighting systems, fire alarm systems, sewage disposal plants, playgrounds, parks and recreational facilities.
- c) The joint employment of clerks, stenographers and other employees in the offices of the city and county auditor, city and county assessor, city and county treasurer, or any other joint city and county office.
- d) The joint and cooperative use of fire-fighting and fire-protection equipment for the protection of property and the prevention and suppression of fire.
- e) The joint use of county and city personnel, equipment and facilities for the regulation, control and prohibition of the excessive emission of dense smoke and air pollution.
- f) The joint and cooperative use of law enforcement agencies.
- g) The joint use or operation of a system of public transportation.³²

The scope of the interlocal contract statute does not include the establishment of new facilities, but only authorizes the joint use of existing facilities, property, personnel and services.

3.2 Special Legislative Acts

With respect to the establishment of a regional entity in conjunction with a RPSC, this may also be accomplished via action by the State Legislature through the passage of a special act. If, for example, a specific funding mechanism is desired for the regional entity that is not already authorized within state law, the Legislature may adopt a special act providing for the necessary authorization.

Political considerations aside, a special act provides greater flexibility over existing statutory authorities since there are no existing legal boundaries within which a regional entity and facility must fit. Rather, the structure,

³² NRS 277.180(2).

operation and financing of a regional entity and facility would be created from a blank slate through the legislative drafting process.

3.2.1 State Emergency Management Plan

Chapter 414 of the NRS provides for a state emergency management plan and program administered by the Division of Emergency Management (DEM) within the Department of Public Safety. The Chapter also authorizes each local government to create a "local organization for emergency management" established to perform functions of emergency management.³³ These organizations may operate outside the territorial limits of their respective local governments only via "agreements for reciprocal aid and assistance" in case of an emergency or disaster for which the local organization requires the assistance.³⁴

"Emergency management" includes, by definition, the preparation for and the carrying out of all emergency functions. Arguably, where a local government creates a local organization for emergency management, the emergency management statutes may be interpreted to limit the organization's ability to cooperatively engage in preparations for emergencies with other such organizations outside its territorial limits. While such an interpretation seems adverse to the purpose of Chapter 414³⁵ and to the state emergency plan (see below), clarifying the application of the statutes in this regard with State's Director of Emergency Management and related counsel is recommended.

Notably, while the emergency management statutes define the relationship between each local organization for emergency management, they do not specifically prohibit the joint establishment of a local organization for emergency management among various local governments (using the authority provided in Chapter 277). Yet again, to dispose of any interpretive or bureaucratic problems with the formation of a REOC, it is recommended that communications take place with appropriate State authorities in this regard.

³³ NRS 414.036 & 090.

³⁴ NRS 414.090 & 100.

³⁵ NRS 414.020 ("to ensure that the preparations of this state will be adequate...."). NRS 414.040(4) ("The Chief... shall assist in the development of comprehensive, coordinated plan for emergency management... using partnership of governmental entities...."). NRS 414.060(3)(e) (The Governor may... coordinate mutual aid plans between political subdivisions of this state.)

While an overview of the State Comprehensive Emergency Management Plan (SCEMP) was provided in the Feasibility Study, elements of the SCEMP relevant to formation of a RPSC are also noted here.³⁶

Agreements for reciprocal aid between local organizations for emergency management must be consistent with the State's emergency management plan.³⁷ While the language of Chapter 414 is discretionary with respect to the establishment of local emergency management plans and agreements for reciprocal aid, the statutes also require conformance to the SCEMP which in turn requires that all local governments develop emergency operation plans and establish mutual aid compacts or interlocal agreements with neighboring jurisdictions to account for response and resource shortfalls.³⁸ In fact, these plans and agreements are referenced as "related documents" to the SCEMP.³⁹ The state plan assumes the existence of these agreements in order to allow for the mutual deployment of resources when necessary.⁴⁰

Under the SCEMP, emergency response is managed and coordinated at the lowest level – local government – which is considered the first response, supplemented by the State Emergency Operations Center (SEOC). Each local emergency operations center is the hub for emergency coordination within their respective jurisdictions, and they are the main point of contact with the SEOC.⁴¹ Emergency declarations may be initiated by a local government when its resources are depleted or expected to be depleted, and forwarded to the Division of Emergency Management (DEM). When such a declaration is made by a city or town, the county must provide assistance to the city or town as well.⁴²

Under this scheme, the state plan presumes each local government will have its own emergency operation plan and will respond to its own emergency, calling for assistance from other jurisdictions (through interlocal agreements) or the state only when its own resources approach depletion. While the SCEMP does not prohibit the creation of a RPSC, the plan is structured around emergency operations of each local government. For example, the plan presumes communication from the SEOC to the local government emergency operations center and its personnel relevant to the particular emergency (i.e., Director of Public Works for a public

³⁶ A copy of the SCEMP is also included with this memorandum.

³⁷ NRS 414.100.

³⁸ SCEMP, Module 3, p. 3; Module 2, p. 9.

³⁹ SCEMP, Module 3, p.22.

⁴⁰ SCEMP, Module 6, p.1 & 4.

⁴¹ SCEMP, Module 3, p.1 & 19.

⁴² SCEMP, Module 2, p.11.

infrastructure emergency).⁴³ Consequently, it is recommended that discussions take place with the DEM regarding the functions of a RPSC and its coordination with the SEOC under the state plan to ensure there are no practical (rather than legal) hurdles to overcome.

Note that one of the functions of the DEM is to review and update local government emergency operations plans and provide technical assistance, training, planning and exercise support.⁴⁴ Coordination between local governments and the state is presumed within the statutory scheme.

Finally, the SCEMP reiterates that NRS 414.110 specifically provides that neither the state nor any political subdivision thereof is liable for any death or injury to person or property as a result of complying with Chapter 414, except in cases of willful misconduct, gross negligence or bad faith.⁴⁵

In summary, Chapter 414 and the SCEMP do not prohibit the formation of a RPSC. However, given the organization framework of the SCEMP and its assumptions, clarification of the role of a RPSC within the SCEMP through discussions with the DEM is recommended.

3.2.2 Financing⁴⁶

Five options exist for the financing of a RPSC. The extent to which each option may be used in conjunction with the methods for cooperative action by local governments as provided in Chapter 277 depends upon the authority and/or limitations provided within that chapter for each method for cooperative action.

First, an interlocal agreement among the participating governments can provide for the construction and operation of the RPSC, including providing capital contributions for construction and operation contributions for continuing maintenance from the participating governments. Assuming an interlocal agreement is agreed to by the participating government entities, either each participating government can finance its own share of capital costs, or one participating government can be designated to finance the capital costs, with the bonds issued by that government to be repaid by periodic payments from each participating government. Legislation is not

⁴³ See generally, SCEMP, Module 3 (Emergency Operations).

⁴⁴ SCEMP, Module 1, p.5-6; Module 2, p.1.

⁴⁵ NRS 414.110; SCEMP, Module 2, p.15.

⁴⁶ The summary of the financing options incorporated herein was provided by John O. Swendseid, Esq., Swendseid & Stern.

required, but participating governments must be able to afford payments (for capital and operations) within their existing revenue sources.

A second option is the same as the first, except that legislative approval and/or voter approval is obtained for an additional revenue source to fund capital and operations of the RPSC.

A third option involves the establishment of an interlocal agreement among the participating governments to create an entity (similar to the Southern Nevada Water Authority) which will own and operate the emergency operations complex. The interlocal agreement can also provide for funding of the new entity's costs by participating governments. Participating governments can agree to make capital and operation contributions as described in the first method above.⁴⁷ The agreement can provide that each participating government will finance its own share of capital, or can provide that one participating government or that the new entity created by the interlocal agreement will finance the capital costs with bonds which, in any case, would be repaid by periodic payments from each participating government. Legislation is not required, but participating governments must be able to afford payments (for capital and operations) within their existing revenue sources.

A fourth option follows the framework of the third option, but like the second option legislative and/or voter approval is obtained for an additional revenue source to pay capital and/or operation costs of the RPSC.

Finally, follows the structure of either the third or fourth options above, but creates an entity that will own and operate the RPSC through a special act of the Legislature, rather than by interlocal agreement (similar to the Las Vegas Metropolitan Police Department).

3.2.3 Legislative Parameters

Although no authorization legislation appears necessary for the formation of a RPSC, if such legislation were required, the dates for Bill Draft Requests to be submitted to the Legislative Counsel Bureau (LCB) for the current legislative session have passed. The following procedural deadlines for introduction of bills, and bill passage are detailed below.

⁴⁷ See generally, SCEMP, Module 3 (Emergency Operations).

3.2.3.1 Bill Introduction

All bills must be introduced in the appropriate house by the following dates:

- Legislator Bills: March 19, 2007
- Committee Bills: March 26, 2007

3.2.3.2 Bill Passage

- First Committee Passage: April 13, 2007
- First House Passage: April 24, 2007

These deadlines provide general parameters for the introduction and movement of legislation during the session. Note that leadership in both houses also has the ability to introduce emergency measures that may be introduced beyond the above deadlines. However, it would be advisable to avoid needing this vehicle if at all possible. Finally, opportunities exist to amend into pending bills where a bill covers similar subject matter.

3.4 Conclusion

Chapter 277 of the NRS provides five separate authorities for cooperative action by local governments, none of which are mutually exclusive, but each may be used independently. The method or methods chosen depend on the scope of functions each participating local government will provide within a RPSC, as well as the financing options preferred by each participant. Consequently, no one method under Chapter 277 can be recommended as the best or least preferable method. However, barring the introduction of a function not contemplated for this memorandum, it can be stated that sufficient authority exists within state law for a joint or cooperative establishment of a RPSC facility and also a separate administrative entity.

A special act of the Nevada Legislature is an alternative to establishing and financing an RPSC (facility or entity). Again, barring a function or structure not contemplated for this memorandum, this alternative is not required given the existence of statutory authority under Chapter 277 and existing financing authorities.

Nevada's emergency management statute and corresponding plan must also be considered in the formation of a RPSC. Although no specific provisions prohibit the establishment of a regional facility or entity, organizational and

logistical considerations of the state plan mitigate towards reviewing a proposed RPSC with the DEM prior to finalizing any such proposal.

Finally, any desire to seek a legislative solution (or should a legislative solution become required where a consideration arises not contemplated for this memorandum) must keep in mind the established deadlines of the Nevada Legislature and the pressures of moving legislation under a constitutionally limited 120-day session. While not impossible, as the Legislature moves later into its session, the options for legislation become narrower.

4.0 SITING AND DESIGN CONSIDERATIONS

4.1 Guidelines and Best Practices

Siting criteria and siting guidelines abound for locating many types of facilities and typically are developed by specific industries. To date, there have been no federally mandated guidelines or criteria established for the siting of regional emergency operations centers or regional public safety centers. Current siting processes are largely the result of varying needs, geographical conditions and constraints, funding mechanisms, and political imperatives unique to the major urban centers where such a facility is needed. However, the guidelines developed for the siting of critical and sensitive facilities for other purposes are instructive for developing a defensible and appropriate methodology for the purpose of locating this RPSC.

Most of the criteria and guidelines that are defined by statute are for facilities involving particularly hazardous or undesirable activities and facilities including:

- Electronic transmission lines
- Chemical facilities
- Landfills
- Hazardous waste facilities
- Wind turbines
- Cell transmission towers
- Big box retailers

While the siting criteria for these types of facilities involve minimizing impacts on local populations and are primarily concerned with issues of public health, the selection process is usually formal, multi-step procedures involving input from the affected populations as stakeholders. Government and industry experts collaborate in the initial process to define objectives, needs and constraints. Parameters for locational needs are developed in the abstract, and potential locations are identified. Often exhaustive scientific inquiry follows to objectively determine if the identified potential locations meet the physical requirements, safety, and public health considerations. A scoring system may be devised, or a previously defined scoring criterion can be applied, to determine a ranking of feasibility for the potential locations. Hearings and public presentations and feedback may be mandated or incorporated at various stages of the process, and the selection of a particular site is ultimately determined.

4.2 Siting and Design Process

The Working Group has proposed utilizing a similar siting and design process for the RPSC. To date, the Working Group has developed an exhaustive list of functions that the end users believe are critical for incorporating into a new RPSC. They have also identified screening criteria for siting the facility, preliminary design considerations, legal options and preliminary cost estimations.

The Working Group proposes that the Southern Nevada Regional Planning Coalition (SNRPC) provide input recommendations for the site, since this body is tasked with siting projects of "regional significance" and the RPSC proposed in this business plan meets that criteria. The final site selection criteria requires the affirmative agreement of all participating entities. If the SNRPC desires, the Working Group and the consultant team will continue to provide support to SNRPC in the formal process of 1) siting the facility, 2) refining specific design requirements, 3) identifying and pursuing funding objectives, 4) preliminary engineering design, and 5) any additional legal analysis or support that the SNRPC might request.

4.3 Siting Criteria

Following presentations on siting considerations (see Appendices E and F) there were extensive discussions about the following siting considerations: compatibility, survivability, flexibility and open architecture, communications, redundancy, and security. Much of the discussions related to compatibility focused on the adequacy of transportation access; room for future growth; and land use compatibility. There was also extensive discussion about survivability factors such as the need to locate the RPSC away from technological and natural hazards and away from the urban core, airport, and rail corridor. There were also wide ranging discussions of the communication and redundancy requirements for the proposed new RPSC. Subsequent to these discussions, the Working Group derived the following criteria for site selection:

4.3.1 Land Availability

1. Number of Acres. A site must include sufficient land for construction of the proposed facility in order for it to be considered. A range of 10 to 50 acres has been established as appropriate for the facilities required.
2. Land Use and Zoning. Sites located in an industrial area or sites buffered from view from residential areas by adjacent industrial areas,

railroad corridors, or natural features will be rated high in this criteria. The costs of mitigating for noise, lights and visual aesthetics would likely be less for this type of site. Vacant industrial or commercial sites are considered the highest desirable lands.

3. Surrounding Land Use. The effects of a RPSC on adjacent property values and the compatibility with activities on neighboring properties. Sites that are in an industrial neighborhood are considered the most compatible and will receive a higher ranking.
4. Land Value. This criterion considers the probable land costs of the sites. Any number of features can impact the probable cost of the site. Lower cost sites or sites where public assets can be leveraged will receive a higher ranking.

4.3.2 Site Accessibility

1. Transportation. This addresses the ease of access to the site, type of roads, railroad access, distance to a freeway from the site, and number of alternative routes that are available. Ability to provide access from major arterials and site driveways that reduce impacts to the neighbors will also be considered. Sites with good access will receive a higher ranking.
2. Access to Sewer. Sites that have close or easy access to sewer minimize the length of connection piping between the facility and the trunk sewer and will receive a higher ranking.
3. Utilities. The location of the site with regard to existing infrastructure including electrical power, gas, potable water, and sewer. A site with minimal distance from two electrical substations would receive a higher ranking. A site with the shortest distance to the near gas supply line would receive a higher ranking. Minimal distance to a reliable source of potable water will receive a higher ranking.

4.3.3 Site Condition

1. Existing Structures. The presence of existing structures on the site increases the construction costs by having to remove the structures and dispose of materials. Sites without structures are considered desirable. Sites with no structures will receive a higher ranking.

2. Elevation and Topography. Sites that are low lying may require additional flood protection or storm water retention and site development costs need to be considered. Land areas with steep natural slopes require more excavation and retaining walls. Sites with more than 20 feet of elevation change will receive a lower ranking. Also see floodplain sub criteria.
3. Usable Area and Shape. Major streams, environmental areas, protected wetlands, floodways, and railway or highway corridors are considered unusable. Shape of the property is considered important for efficient layout of the facility. A rectangular shaped property is desirable. Sites with less than 10 acres of useable land will receive a lower ranking.
4. Opportunity for Co-Development. Sites that have potential to combine the facility with other compatible public safety facilities will receive a higher ranking.
5. Geotechnical. Soil types, allowable bearing capacity, and depth of material used during construction, the hydraulic profile of the plant, or types of construction methods used. Sites with shallow bedrock depth requiring rock removal, low bearing capacity will be receive a lower ranking.
6. Groundwater and Groundwater Wells. High-groundwater conditions increase construction costs for dewatering. Waterproofing requirements for basements, tunnels, and dry wells are more substantial. Permanent groundwater pumping systems may be needed. The lower the groundwater table the higher the site ranking.
7. Site Development Costs. Additional costs may be required to develop a site based on site conditions identified in other sub criteria. The lower the additional site development costs, the higher the ranking.

4.3.4 Environmental Conditions

1. Floodplain. Sites will be evaluated by the amount of land located in the floodplain. The lower the number of acres in a floodplain, the higher the ranking.
2. Permitting. The variations in permitting for the facility based on the location will be assessed and ranked for each site.

3. Site Contamination. The extent of soil or groundwater contamination on each site will be assessed based on available historical data. Sites with no observed site contamination will receive a higher ranking.
4. Wetlands. Sites with no Federal or State designated wetlands will receive a higher ranking.
5. Archeological/Historical Evidence. Sites without any known archeological or historical resources will receive a higher ranking.
6. Rare or Endangered Species. Information documenting the presence of species listed on the Endangered Species Act and candidate species will be reviewed. Sites without the presence of endangered species will receive a higher ranking.

4.3.5 Public Acceptance

1. Noise Control. The transmission of noise beyond the plant boundaries to residential neighborhoods will be reviewed. Sites with low anticipated impacts, based on greater distance to residential areas, will receive a higher ranking.
2. Displacement of Housing and Businesses. The number and type of displacement of residential housing and businesses will be reviewed. Sites that do not require displacement of housing or businesses are preferred and will receive a higher ranking.
3. Visual Impacts. A highly visible location is more difficult to screen from public view. The opportunity to improve a view and blend into the surroundings will also be reviewed. Sites that are not anticipated to cause adverse visual impacts to the public will receive a higher ranking.
4. Environmental Impacts. Public acceptance of environmental impacts will be considered. The environmental conditions sub criteria will be considered and sites will be ranked accordingly.
5. Neighborhood Impacts. Public acceptance of adjacent neighborhood impacts will be considered.

The Working Group's utilized a voting process to weight the various siting criteria utilizing a scale of 1 to 10 that was then weighted. This exercise resulted in the weighting matrix describe in Table 4.

Table 4 Siting Criteria and Weight

	Average	Rank
Number of Acres	9.6	1
Opportunity for Co-development	9.0	2
Neighborhood Impacts	8.9	3
Land Use and Zoning	8.7	4
Transportation	8.5	5
Displacement of Housing and Business	8.5	6
Land Value	8.5	6
Site Contamination	8.5	6
Noise Control	8.4	9
Surrounding Land Use	8.4	9
Floodplain	8.2	11
Site Development Costs	8.1	12
Utilities	8.1	12
Permitting	7.9	14
Visual Impacts	7.9	14
Elevation and Topography	7.8	16
Access to Sewer	7.6	17
Geotechnical	7.6	17
Usable Area and Shape	7.5	19
Environmental Impacts	7.5	20
Rare or Endangered Species	7.5	20
Existing Structures	7.3	22
Groundwater and Ground Wells	6.8	23
Wetlands	6.8	23
Archeology/Historical Evidence	6.2	25

The Working Group acknowledges that future funding and costs related to various criteria may require a modification of the criteria and/or weight as indicated in the table. Additionally, some of the criteria are regulated under current federal law and may be required regardless of the Working Group's prioritization.

4.4 Design Criteria

The Working group developed preliminary design considerations that they believe need to be incorporated into a new RPSC. This preliminary checklist of design requirements are described in Table 5.

Table 5 Design Considerations

Accommodate Growth	Multiple Outlets (Electric & Data)
ADA Compliant	Multiple Rooms
Audiovisual Control Points	Multiple Routing (PBX, Analog, Digital, Data)
Audiovisual Editing & Monitoring	Offices
Backup Alternative Seat of Government	Open Architecture
Multiple Methods (telephone, radio, electronic, satellite)	Outside Concrete Pad with Electrical/Data Hookups
Building and Reception Access	Paging Throughout Facility
Building Directory	Positioning of Tower
Bullet Resistant Glass	Pre-Wired for State/Federal Agencies
Bunk Areas	Protection of Air Intakes
Central Point of Information Coordination/Dissemination	Protective Landscaping
Citizen Hotline Phones	Proximity Card System
Classrooms	Pull-Down Screens
Coffee	Quiet Room
Communications	Radio communications
Controlled Lighting	Radio Communications Center
Covered Outside Areas	Radio Communications Room
Dual Use Space	Radio Towers (Primary/Amateur)
Eating & Serving Areas	Radios in Breakout Rooms
Executive Isolation Room	Raised Floors
Exercise Room	Remote Facility Monitoring
Fenced Parking Lot and Mechanical Areas	Remote-Controlled Cameras
Fiber Optic Service	Security Lighting
Flexible Build for 50+ Years	Separate & Multiple Shower Facilities
Fuel Supply	Signage
Fully-Equipped Kitchens	Soft Wall Dividers/ Tackable Wall Surfaces
Furnishings	Storage
Generators (Backup/Pre-Wired)	Sufficient Parking
GIS and Plotter	Sufficient Restrooms
Hardened/Base Isolation	T1 Service
Headphones for TVs	Tackable wall surfaces
High Ceilings	Telecommunications Hookups
HVAC System Vulnerability to Chemical and Biological Hazards (Filtration/Pressurization)	Tiered Access
Interagency Coordination Room	Touch Screen Phone
JIC	Tracking System
Large Conduit	Uninterrupted Power Supplies
Large Projection Displays	Ample Utility and Maintenance Room(s)

Large Screen TVs	Vehicle Barriers
Large, Undedicated Meeting Space	Videoconferencing/Teleconferencing Capability
Library	Videotape Capability
Lighted Helipad	Vulnerability to Truck Bombs
Lighting for Press Conferences	Waste Storage
Link Communications Center and RPSC	Water Storage
Live Feed from Coordination Room	Weather Station
Lockers	Whiteboards
Media Hookups	Wide Hallways
Media room	Windows
Message Center – Copying, Distribution, Routing	Hazardous Materials
Monitors	Long Driveway with 90° Turn
Multiple Conference Rooms	Seismic, Volcanic, and Flooding

5.0 FINANCIAL ESTIMATE

The preparation of this preliminary financial estimate was derived from a stepwise process that began with an evaluation of what facilities and functions might be included in the project itself (see Chapter 2 *Facility Assessment*). From this analysis a preliminary estimate of construction costs as well as annual operations and maintenance costs were derived based on input from Working Group members, data available for other similar facilities and current costs for public safety facilities in southern Nevada.

It is important to note that this is a preliminary assessment. A full design and development process will be required to flesh out the full breadth of development, operations and maintenance issues. Additionally, Chapter 3, *Legal Authority*, establishes a number of paths for cooperative or independent financing of the proposed facility. At this time, this plan was drafted there as no consensus on which of these alternatives, if any, might be employed. Thus, we have used broad generalizations and limiting assumptions to construct this preliminary model. Finally, this is a large-scale project, which has several standalone elements. It is highly unlikely that all of these elements would be constructed at a single point in time, with a phased approach being significantly more likely. For purposes of this analysis, the phases are assumed as follows:

- **Phase I:**

- Regional Emergency Operations Center (to include multi-agency coordination, incident coordination and support, source tracking, incident information collection, joint information center)
- Intelligence Fusion Center
- Deployment Operations Center
- Critical Infrastructure Protection Program Center
- Area Command Center
- Office Space for Day to Day Operations
- ARMOR Unit

- **Phase II:**

- Primary 9-1-1 Center and Dispatch

- **Phase III:**

- Training and Meeting Rooms
- ARMOR Training Facility

- Public Safety Driving Track (Low Speed)

5.1 Construction Costs

Preliminary construction costs for the project are provided in Table 6. They reflect a total project cost for all three phases ranging from \$25.5 million to \$77.0 million. Phase I elements, including the Regional Emergency Operations Center and the Intelligence Fusion Center, report a mid-range facility construction cost of \$22.5 million and a mid-range land acquisition cost of \$7.3 million. Please note that for purposes of this analysis, facility construction costs were estimated to range from \$350 to \$500 per square foot and the cost of land was estimated at \$500,000 to \$800,000 per acre.

5.2 Annual Operations and Maintenance Expenses

Estimated annual operations and maintenance costs for the proposed facility are provided in Figure 3 on the following page. Operations and maintenance costs are relatively limited, as this analysis focuses on the physical facility itself, with the vast majority of personnel costs assumed to be borne directly by the jurisdiction or jurisdiction(s) utilizing the facility during routinely or during specific periods of time. Expressed in current dollars, Phase I operations and maintenance costs average \$430,000 per year, while Phase II and Phase III costs average \$660,000 and \$1.1 million per year, respectively.

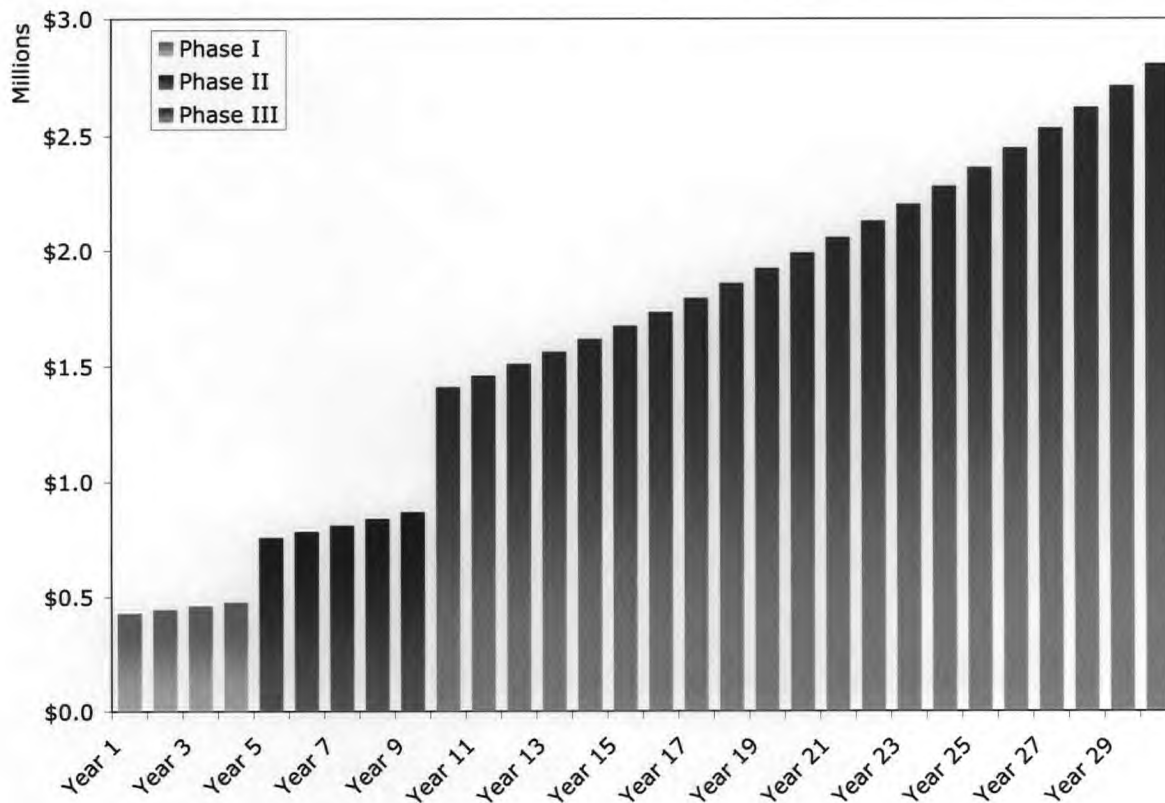
We note that even some of the largest emergency operations facilities in the country report relatively low operations and maintenance expenses (e.g., the \$40-million New York EOC reports an operations and maintenance budget of \$500,000 annually, where the \$5.8 million Washoe County Emergency Operations Center reports an operations and maintenance budget of \$240,000 annually). The clear exception to this general rule is the operation of the primary 9-1-1 call and dispatch center, which would require significant personnel resources 24 hours a day, 7 days per week. Regional public safety centers that integrate such communications functions report significantly higher annual costs (e.g., Chicago's EOC and Communications Center reports an annual budget of \$112 million). Again, it is assumed here the facility would be a joint operation, with 9-1-1 and dispatch staffing being a separate consideration.

**Table 6 Regional Public Safety Facility Estimated Construction Costs
(Figures expressed in constant 2006\$)**

Project Element	Estimated Sq. Ft. Requirement (Building Square Feet)			Estimated Facility Construction Cost (in millions)			Estimated Acreage Requirement (in acres)			Estimated Land Acquisition Cost (in millions)			Total Estimated Cost (in millions)		
	Low	Mid	High	Low	Mid	High	Low	Mid	High	Low	Mid	High	Low	Mid	High
PHASE I															
Regional Emergency Operations Center															
a. Multi-Agency Coordination	12,500	15,000	22,500	\$ 4.4	\$ 7.8	\$ 11.3	2.0	4.0	6.0	\$ 1.0	\$ 2.9	\$ 4.8	\$ 5.4	\$ 10.7	\$ 16.1
b. Incident Coordination and Support Facilities															
c. Incident Information Collection Facilities															
d. Incident Information Analysis and Dissemination Facilities															
Area Command Center	4,500	6,000	9,500	\$ 1.6	\$ 3.2	\$ 4.8	1.0	2.0	3.0	\$ 0.5	\$ 1.5	\$ 2.4	\$ 2.1	\$ 4.6	\$ 7.2
Joint Information Center	1,500	2,000	4,000	\$ 0.5	\$ 1.3	\$ 2.0	0.5	1.3	2.0	\$ 0.3	\$ 0.9	\$ 1.6	\$ 0.8	\$ 2.2	\$ 3.6
Intelligence Fusion Center / Information Dissemination															
a. Fusion Center	12,500	15,000	22,500	\$ 4.4	\$ 7.8	\$ 11.3	1.0	2.0	3.0	\$ 0.5	\$ 1.5	\$ 2.4	\$ 4.9	\$ 9.3	\$ 13.7
b. Armor Unit Housing Facilities															
c. Deployment Operations Center															
d. Critical Infrastructure Protection Program															
Office Space for Day-to-Day Operations	3,750	5,000	7,300	\$ 1.3	\$ 2.5	\$ 3.7	0.5	0.8	1.0	\$ 0.3	\$ 0.5	\$ 0.8	\$ 1.6	\$ 3.0	\$ 4.5
PHASE I TOTAL	34,750	43,000	65,800	\$ 12.2	\$ 22.5	\$ 32.9	5.0	10.0	15.0	\$ 2.5	\$ 7.3	\$ 12.0	\$ 14.7	\$ 29.8	\$ 44.9
PHASE II															
Primary 9-1-1 Center and Dispatch	18,000	23,000	28,000	\$ 6.3	\$ 10.2	\$ 14.0	1.0	2.0	3.0	\$ 0.5	\$ 1.5	\$ 2.4	\$ 6.8	\$ 11.6	\$ 16.4
PHASE II TOTAL	18,000	23,000	28,000	\$ 6.3	\$ 10.2	\$ 14.0	1.0	2.0	3.0	\$ 0.5	\$ 1.5	\$ 2.4	\$ 6.8	\$ 11.6	\$ 16.4
PHASE III															
Armor Training Facility	2,000	3,000	7,000	\$ 0.7	\$ 2.1	\$ 3.5	1.0	2.0	3.0	\$ 0.5	\$ 1.5	\$ 2.4	\$ 1.2	\$ 3.6	\$ 5.9
Public Safety Driving Track/Training (Low Speed)	2,500	3,750	5,000	\$ 0.9	\$ 1.7	\$ 2.5	2.0	3.5	5.0	\$ 1.0	\$ 2.5	\$ 4.0	\$ 1.9	\$ 4.2	\$ 6.5
Facility Training and Meeting Rooms	2,000	3,500	5,000	\$ 0.7	\$ 1.6	\$ 2.5	0.5	0.8	1.0	\$ 0.3	\$ 0.5	\$ 0.8	\$ 1.0	\$ 2.1	\$ 3.3
PHASE III TOTAL	6,500	10,250	17,000	\$ 2.3	\$ 5.4	\$ 8.5	3.5	6.3	9.0	\$ 1.8	\$ 4.5	\$ 7.2	\$ 4.0	\$ 9.9	\$ 15.7
PROJECT TOTAL	59,250	76,250	110,800	\$ 20.7	\$ 38.1	\$ 55.4	9.5	18.3	27.0	\$ 4.8	\$ 13.2	\$ 21.6	\$ 25.5	\$ 51.2	\$ 77.0

*Note: These estimates include furnishing, fixtures and equipment.

Figure 3 Regional Public Safety Facility Estimated Annual Operations and Maintenance Costs



5.3 Phased Building and Finance Plan

The development of a regional public safety complex will require financial resources from a number of sources -- federal, state and local. Potential funding alternatives are discussed in Chapter 6, *Funding Alternatives*, however, it is important to note the ultimate financing plan for the facility will be a function of the legal structure utilized, the ability and will of participating governments to fund the facility's construction and on-going operations through available general government resources or to raise new dollars to support the project.

Table 7 provides a schematic financing plan. We have taken a general approach to outlining this financing plan, understanding that it will require material revision as additional information becomes available. There are several guiding principals underlying this analysis and which we recommend should be considered in the development of a final plan, including:

- Federal and state resources should be maximized to limit the burden on local revenue sources to the extent possible.
- Although not reflected in the current funding matrix, the potential for private-sector contributions to both construction and operations should be explored and maximized where appropriate.
- The viability of obtaining new tax revenues is likely to be limited, at least in the near term; this should be viewed as a last resort.
- To the extent suitable for the development of a regional public safety complex, property already owned by governments should be utilized where possible. Rapid escalations in land prices during the past three years have made construction and development of public and private sector projects considerably more challenging.
- The facility is likely to serve a regional purpose and may be able to supplant costs currently borne by emergency management operations at the jurisdiction level. Where efficiencies can be gained, they should be explored.
- Debt alternatives (e.g., bonding) should be considered where escalations in the cost of construction exceed the combined rate of borrowing.
- A cost distribution formula must be developed and agreed to by all participating government entities prior to commencing construction such that each entity knows its anticipated contribution to the facility in terms of pay-as-you-go capital contributions or annual bond payments. This formula should reflect the benefits derived from the facility and should be able to adjust overtime to reflect changes to the serviced population. Service population should consider both visitor and full-time residents.

Table 7 Phased Building and Finance Plan Sources and Uses Summary Schedule
(Figures in millions, expressed in constant 2006\$)

Project Element	Construction (one-time)			Operations (Annual)		
	Phase I	Phase II	Phase III	Phase I	Phase II	Phase III
SOURCES:						
Homeland Security Funding	\$ 2.00	\$ 1.50	\$ -	\$ -	\$ -	\$ -
Other Federal Program Funding	\$ 0.50	\$ 0.50	\$ -	\$ -	\$ -	\$ -
Congressional Appropriations	\$ 15.00	\$ 1.00	\$ -	\$ -	\$ -	\$ -
State Appropriations	\$ 2.00	\$ 0.50	\$ -	\$ -	\$ -	\$ -
Government Land Contributions	\$ 7.25	\$ 1.45	\$ 4.48	\$ -	\$ -	\$ -
Local Government Resources	\$ 3.03	\$ 6.65	\$ 3.26	\$ 0.43	\$ 0.66	\$ 1.08
TOTAL SOURCES	\$ 29.78	\$ 11.60	\$ 7.74	\$ 0.43	\$ 0.66	\$ 1.08
USES:						
PHASE I						
Regional Emergency Operations Center	\$ 10.71	\$ -	\$ -	\$ 0.15	\$ 0.15	\$ 0.15
a. Multi-Agency Coordination						
b. Incident Coordination and Support Facilities						
c. Incident Information Collection Facilities						
d. Incident Information Analysis and Dissemination Facilities						
Area Command Center	\$ 4.61	\$ -	\$ -	\$ 0.06	\$ 0.06	\$ 0.06
Joint Information Center	\$ 2.19	\$ -	\$ -	\$ 0.02	\$ 0.02	\$ 0.03
Intelligence Fusion Center / Information Dissemination	\$ 9.26	\$ -	\$ -	\$ 0.15	\$ 0.15	\$ 0.15
a. Fusion Center						
b. Armor Unit Housing Facilities						
c. Deployment Operations Center						
d. Critical Infrastructure Protection Program						
Office Space for Day-to-Day Operations	\$ 3.01	\$ -	\$ -	\$ 0.05	\$ 0.05	\$ 0.05
PHASE II						
Primary 9-1-1 Center and Dispatch	\$ -	\$ 11.60	\$ -	\$ -	\$ 0.23	\$ 0.23
PHASE III						
Armor Training Facility	\$ -	\$ -	\$ 3.55	\$ -	\$ -	\$ 0.23
Public Safety Driving Track/Training (Low Speed)	\$ -	\$ -	\$ 4.19	\$ -	\$ -	\$ 0.15
Facility Training and Meeting Rooms	\$ -	\$ -	\$ 2.13	\$ -	\$ -	\$ 0.04
TOTAL USES:	\$ 29.78	\$ 11.60	\$ 9.86	\$ 0.43	\$ 0.66	\$ 1.08

6.0 FUNDING ALTERNATIVES

6.1 Congressional Appropriations

A Congressional appropriation is the most attractive option from the perspective of the Working Group. Given the proposed phasing of the projects, multiple Congressional appropriations could be explored at each phase.

6.2 Homeland Security Funding

As previously discussed, following federal agency reorganization related to the war on terror DHS emerged as the primary mechanism for the funding of emergency response. Unlike FEMA with an agency function involving natural disaster relief, DHS has larger goals and objectives encompassing emergency response. DHS funding is directed to state and metropolitan area block programs. The Fiscal Year (FY) 2007 Homeland Security Grant Program (HSGP) integrates the following formerly funded programs: State Homeland Security Program (SHSP), the Urban Areas Security Initiative (UASI) program, the Law Enforcement Terrorism Prevention Program (LETPP), the Metropolitan Medical Response System (MMRS), and the Citizen Corps Program (CCP) (Table 8) and (Appendix G). Applicants from state and metropolitan units must compete with other local needs from a limited, common pool of available resources. The federal fiscal year 2007 guidance document states that "project construction and renovation to a maximum of \$1 million is allowable under the SHSP, UASI, and LETTP grant programs ...when the project specifically addresses enhanced security at critical infrastructures" (2007 DHS Grant Guidance). In addition, these grant dollars can be used for communication and response equipment, planning, and training. Also, federal dollars already allocated under these programs can be leveraged for RPSC expenditures not related to facility construction. These programs are discussed below.

Urban Areas Security Initiative (UASI) Program

UASI Program funds address the unique planning, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Law Enforcement Terrorism Prevention Program (LETPP)

LETPP provides resources to law enforcement and public safety communities (working with their private partners) to support critical terrorism prevention activities, including: establishing / enhancing fusion centers and collaborating with non-law enforcement partners, other government agencies, and the private sector.

Metropolitan Medical Response System (MMRS) Program

MMRS funds support designated jurisdictions to further enhance and sustain a regionally integrated, systematic mass casualty incident preparedness program that enables a response during the first crucial hours of an incident. The program prepares jurisdictions for response to all-hazards mass casualty incidents, including CBRNE terrorism, epidemic disease outbreaks, natural disasters, and large-scale hazardous materials incidents.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members in emergency preparedness, planning, mitigation, response, and recovery.

Emergency Management Planning Grant (EMPG)

The Emergency Management Planning Grant is to structure individual emergency management programs based on needs and priorities for strengthening emergency management capabilities. This grant requires a 50% matching funds from non-Department of Homeland Security sources.

Table 8 Homeland Security Programs, Nevada Funding, and Funding Limitations

Program	2007 Nevada Funding	Funding Limitations
UASI Program	\$7,750,000	Planning, equipment, training, and exercises
LETT Program	\$2,728,125	Planning, equipment, training, and exercises
MMRS Program	\$258,145	Equipment, no construction
Citizen Corp Program	\$179,229	Equipment, no construction
EMPG Program	\$2,314,546	Equipment, no construction, requires a 50% non-DHS matching funds

6.3 Other Federal Funding

DHS also interacts with DOE on homeland security issues (Appendix H). DHS utilizes DOE laboratories, established a Homeland Security Institute (HSI), and has also consolidated research and development activities at laboratories it inherited from other departments to develop and deploy new security technologies. Modeled on the Defense Advanced Research Projects Agency (DARPA) in the Department of Defense (DOD), DHS now conducts R&D activity through the Homeland Security Advanced Research Projects Agency (HSARPA) to promote, develop and test potential homeland security technologies.

The Defense Advanced Research Projects Agency (DARPA), a DOD R&D umbrella agency, contributed to advances in microelectronics, computing technology, and network communications. DARPA funding for security related development projects evolved to focus on collaborative efforts with business and state and local governments to develop revolutionary security technology. The DARPA focus on business relationships provides prestige and capabilities but encourages higher levels of private funding.

Similarly, Cooperative Research and Development Agreements (CRADAs) utilize the capabilities of DOE laboratories and nonfederal entities for research and development. These collaborative efforts receive no federal funding from the laboratories, but can take advantage of advanced technical capabilities. Within the CRADA structure, the nonfederal partner may retain the rights to new technological innovations.

While federal funding for facility construction is prohibited under all these programs, computing, communications, and response equipment, expertise, and training is funded. There is an option for facility construction through a legislative earmark. Congress can authorize construction dollars for worthy projects of national importance. Similarly, DHS does accept unsolicited proposals for demonstration projects or involving issues of vital national security.

6.4 State Appropriations

At present the Nevada State Legislature dedicates a modest sum of its annual general fund expenditures to its emergency management and homeland security functions (Table 9). In 2005, the Legislature supported the Governor's recommendation to establish a new budget account titled Emergency Management Assistance Grants to account for all federal grants received by the state for emergency management purposes. During 2003

and 2004, Nevada received significant increases in federal homeland security and other emergency preparedness grant funding. The Division of Emergency Management serves as the administrator for the grants including cases when all funding is allocated to local jurisdictions. In response to this increase in responsibility and workload, four positions (two Grants and Project Analysts, one Program Officer and one Accountant Technician) were approved by the state on June 24, 2003. To address complexities and workload of the current grants, the Governor recommended in 2005 and the Legislature approved an additional Administrative Services Officer III position and one Grants and Projects Analyst II position.

Table 9 State of Nevada Appropriations Emergency Management Grants and Homeland Security Programs

	Work Program	Legislature Approved	
	2004-05	2005-06	2006-07
Public Safety, Emergency Mgt. Assistance Grants	\$ 74,929,988	\$ 2,389,900	\$ 2,618,598
General Fund	\$ 619,360	\$ 680,073	\$ 697,286
Balance Forward	\$ 13,722		
Federal Fund	\$ 74,258,425	\$ 1,680,953	\$ 1,883,944
Inter Agency Transfer	\$ 38,481	\$ 28,874	\$ 37,368
Public Safety, Homeland Security		\$ 523,878	\$ 544,748
General Fund		\$ 174,635	\$ 236,308
Federal Fund		\$ 134,830	
Inter Agency Transfer		\$ 214,413	\$ 308,440

The division relocated to a new 16,000-square-foot emergency operations center in October 2006. In his 2005 budget, the Governor recommended that multi-media equipment be provided for the new location to ensure that adequate information can be disseminated throughout the facility during an emergency. The Legislature approved the Governor's recommendation with adjustments for updated equipment prices and equipment included in the capital project budget. The Governor also proposed, and the Legislature authorized, the establishment of a small office in Las Vegas staffed with two positions. The new office was intended to facilitate the division's interaction and coordination of planning and training efforts with local jurisdictions in southern Nevada.

Assembly Bill 441 of the 2003 Legislative Session created the Nevada Commission on Homeland Security. Through A.B. 441, the Legislature appropriated \$118,750 in FY 2003-04 and \$111,069 in FY 2004-05 for use by the commission in carrying out its duties; the funding was subsequently placed within the Governor's budget account for the 2003-05 biennium. Funding was utilized to hire two full-time equivalent positions during the

2003-05 biennium, a Grants and Projects Analyst II and an Administrative Assistant IV. Senate Bill 380, as approved by the 2005 Legislature, revised provisions relating to the membership of the Nevada Commission on Homeland Security. Through S.B. 380, the membership of the commission now consists of 14 members appointed by the Governor; previously, there was no limit placed on the number of members the Governor could appoint.

The Governor recommended and the Legislature approved the transfer of the Office of Homeland Security from the Governor's budget to the Department of Public Safety in 2005. This included the transfer and reclassification of the two positions hired during the 2003-05 biennium. In addition, the Legislature approved five full-time equivalent positions, as recommended by the Governor. The positions include an unclassified Chief of Homeland Security, a Senior Analyst, an Intelligence Analyst, an Executive Assistant to the Chief, and a Program Assistant for the Senior Analyst and Intelligence Analyst. Funding for all of the new positions, except the Program Assistant, were split between federal funds from the State Health Division and the Division of Emergency Management. The Program Assistant was approved to be funded with state General Funds.

In making these decisions, the Legislature approved a Letter of Intent requesting the Department of Public Safety to review the duties and staffing of the Division of Emergency Management and the Office of Homeland Security to determine how to improve the efficiency of the combined operations of the two programs. A report of findings and recommendations was completed on or before July 1, 2006. In addition, the Legislature indicated that no additional positions should be requested in the future to be funded from the state General Fund.

While there is a historical precedent for state allocation of funds for local emergency operations centers, such an allocation would require an act of the Nevada State Legislature (See the Legislative Parameters section provided in Section 3.2.3 for a legislative events timeline). To our knowledge, there is discretionary or grant funding (other than those items cited elsewhere in this report) that would be available to fund the construction or on-going operations of a regional public safety complex in Nevada. This having been said, there is the potential to offset some state cost for local activities, which would have a reasonable nexus to the project.

6.5 Local Governmental Resources

As noted in Chapter 3.2.2, there are five options that exist for the financing of a RPSC. The extent to which each option may be used in conjunction with

the methods for cooperative action by local governments depends upon the authority and/or limitations provided within that chapter for each method for cooperative action. Thus, as noted above, the ultimate plan of finance will be dictated by legal formation. While the five alternatives described below describe the full range of options, the Working Group indicated that alternatives 1 and 2 were the most attractive from their perspective.

1. **Interlocal Agreement and Existing Revenue Sources.** An interlocal agreement among the participating governments can provide for the construction and operation of the RPSC, including providing capital contributions for construction and operation contributions for continuing maintenance from the participating governments. While acknowledging that no participating government entity has committed to any funding mechanism, participating governments can finance their own share of capital costs, or one participating government can be designated to finance the capital costs, with the bonds issued by that government to be repaid by periodic payments from each participating government.
2. **Interlocal Agreement and New Revenue Sources.** A second option is the same as the first, except that legislative approval and/or voter approval is obtained for an additional revenue source to fund capital and operations of the RPSC.
3. **Creation of a New Entity through Interlocal Agreement Funded with Existing Revenue Sources.** A third option involves the establishment of an interlocal agreement among the participating governments to create an entity (similar to the Southern Nevada Water Authority) which will own and operate the emergency operations complex. The interlocal agreement can also provide for funding of the new entity's costs by participating governments. Participating governments can agree to make capital and operation contributions as described in the first method above. The agreement can provide that each participating government will finance its own share of capital, or can provide that one participating government or that the new entity created by the interlocal agreement will finance the capital costs with bonds which, in any case, would be repaid by periodic payments from each participating government.
4. **Creation of a New Entity through Interlocal Agreement Funded with New Revenue Sources.** A fourth option follows the framework of the third option, but like the second option legislative and/or voter

approval is obtained for an additional revenue source to pay capital and/or operation costs of the RPSC.

5. **Creation of a New Entity through Legislative Action with its Own Dedicated Revenue Sources.** The fifth structure follows either the third or fourth options above, but creates an entity that will own and operate the RPSC through a special act of the Legislature, rather than by interlocal agreement (similar to the Las Vegas Metropolitan Police Department).

Generally speaking, all of these funding or financing alternatives come down to two principal issues how will the project be financed, if at all, and what will be the source of funding to support that financing option. The sections that follow briefly address each of these issues in turn.

6.5.1 Financing Techniques and Vehicles

Generally speaking, capital projects are funded using one of two approaches: 1) a pay-as-you-go funding approach or 2) debt financing (most commonly through the issuance of municipal bonds). These approaches are not mutually exclusive and are often used in varying proportions to fund capital projects both in and out of Nevada. An important considerations relative to who will ultimately issue the bond is the bond rating of the issuer -- Clark County and the State of Nevada have bond ratings of AA+ and Aa1 by Standard and Poor's and Moody's, respectively, and the City of Las Vegas has a rating of AA- and Aa3 by Standard and Poor's and Moody's, respectively. These are very high ratings for state and municipal issuers, which translates into a lower cost of borrowing for these entities. It is important to note that the bonds do not have to be issued by the owner of the facility. Given proper authority through Nevada Revised Statutes, the bonds could be issued through the State or Clark County Bond Bank, which would allow the issuer to benefit from the highest available bond rating, and thus, bear the lowest available interest rates.

There are a number of capital financing methods available to local government, the most common are briefly discussed below:

1. **Revenue Obligations** – Obligations, such as bonds, that are secured by a designated special fund that has as its source monies not derived from ad valorem (property) taxation. Generally, revenue bonds may be authorized by an ordinance or resolution of the governing body. No election is typically required. The Las Vegas Conventions and Visitor Authority, for example, use revenue obligations in its financing of

capital improvements.

2. **General Obligations** – Obligations, such as bonds, that are secured by the full faith, credit and taxing power of the issuer. In most cases, long-term general obligation bonds require the approval of the Debt Management Commission and the electorate.
3. **General Obligation Bonds Additional Secured with Pledged Revenues** – Obligations, such as bonds, that are secured by the full faith, credit and taxing power of the issuer but for which debt service is paid from a designated revenue source other than property taxes. Under NRS 350, to issue revenue-backed general obligation bonds and the issuer must first receive approval of the DMC.
4. **Certificates of Participation** – Generally speaking, very similar to revenue bonds, except for the fact that the facilities being financed under the Certificate of Participation are owned (for legal purposes) by a trustee bank who leases the facility back to the government entity. Thus, payments are lease installment payments and not debt. Washoe County used a Certificate of Participation to finance its regional public safety training facility in 2000.
5. **Special Assessment Obligations** – Obligations, such as bonds, payable from special assessments levied against property within the municipality. The use of Benefit Assessment Districts is limited to various general infrastructure requirements and would not be a likely source of funding for a RPSC in Clark County.
6. **Tax Increment of Redevelopment Obligations** – Obligations, such as bonds, payable from taxes allocated for a redevelopment or other special district. Should the RPSC be sited in a redevelopment district, this could be a potential source of funding.

6.5.2 Potential Sources of Funding

The preceding section presupposes the ability to issue and repay some form of debt financing. Certainly, participating government entities could re-prioritize existing expenditures freeing up capital to fund the project's development or to ensure issued bonds could be repaid. In the alternative, local governments would have to expand their revenue generating capacity. With very few exceptions, such an expansion would require the approval of

the Nevada state legislature. A brief review and analysis of potential sources is provided below in Table 10.

Table 10 Potential Funding Sources

Revenue Source	Estimated Revenue Generating Potential	Notes
Retail Sales and Use Tax	0.25% increase in the sales tax rate would generate \$96 M	Increase in the tax would require a vote of the people; recent increases for police services passed; current rate is in the highest quartile
Ad Valorem (Property Tax)	A \$0.01 increase in the tax rate would generate \$918,000	Increase must take into consideration areas that are at or near the legislative cap of \$3.64 / \$100 of value; increase is limited by statutory caps passed in 2005; for rate to apply to all property owners , a vote of the people would be required (rate per \$0.01 increment would increase to roughly \$9 M); note there is also a special ad valorem level for capital projects that could potentially be utilized
Gaming Percentage Fees	0.25% increasing in the rate would generate \$27 M	Revenue source currently inures solely to the state; would require legislative action to change rate and allocation formula
Modified Business Tax	0.01% increase in the rate would generate \$3.5 M	Revenue source currently inures solely to the state; would require legislative action to change rate and allocation formula
Government Services	A 1% increase would generate approximately \$5.1 M	Increase in the fee would require legislative action; limited nexus to facility purpose; substantial share borne by non-residents
Alcoholic Beverage Tax	A \$0.05 increase in the rate would generate \$4.3 M	Increase in the tax would require legislative action; limited nexus to facility purpose
Cigarette Tax	A \$0.05 increase in the tax rate would generate \$8.2 M	Increase in the tax would require legislative action; limited nexus to facility purpose
Live Entertainment Tax	A 1% increase in the rate would generate \$910,000	Increase in the fee would require legislative action; limited nexus to facility purpose
State Lottery	Implementation of a State Lottery would generate approximately \$44 M in southern Nevada profits	Increase in the fee would require legislative action and possibly a constitutional amendment; limited nexus to facility purpose

Revenue Source	Estimated Revenue Generating Potential	Notes
Motor Vehicle Registration Fees	A \$1 increase per registered vehicle would generate \$1.3 M	Increase in the fee would require legislative action; Nevada already has some of this highest vehicle registration fees in the country; tax not paid by visitors
Real Property Transfer Tax	\$0.01 increase in the rate would generate \$750,000	Increase in the tax would require legislative action; revenue source is highly volatile and is showing signs of weakening in the near term
Room Tax	1% increase in the room tax would generate \$41 M	Increase in the tax would require legislative action; majority if the source is paid by visitors
Tire Tax	\$1 increase in the rate would generate \$1.8 M annually	Increase in the tax would require legislative action
Traffic and Parking Citation Fees	\$1 increase in parking and traffic citations would generate \$450,000 annually	Increase in the fees can be performed by local jurisdiction

7.0 CONCLUSIONS

7.1 Discussion

There are clearly economies of scale and avoidance of redundancies that can be leveraged by multiple jurisdictions coordinating their emergency response, homeland security and public safety training resources through the construction of a regional public safety campus. That being said, the proposed project will require a significant investment of federal, state, local and private sector resources to be realized. The modern era emergency management has become synonymous with local government and preparedness synonymous with good government. Like many other shared services, the cost of construction and maintaining a RPSC is factored down considerably when its costs are shared by several jurisdictions, all who require and will utilize it independently, concurrently or jointly.

In order to best leverage the necessary resources, a three-phased approach is recommended. Based on the input received from the Working Group, the current availability of federal funds and the synergies that can be optimized from combining the various components, the following outlines the recommended phased approach for designing and constructing a regional public safety complex.

7.1.1 Phase 1: Intelligence Fusion Center/ARMOR Facility and Emergency Operations Center

The first phase of the complex involves the design and construction of a facility to serve as a regional intelligence fusion center and emergency operations center.

Intelligence Fusion Center: The term "fusion center" means a location where intelligence experts from police, fire, public health and other disciplines work collaboratively to collect, analyze, and disseminate a wide array of intelligence information for the purpose of identifying terrorist threats and preventing attacks from occurring. This center will also include a deployment facility for the region's All-Hazard Regional Multi-Agency Operations and Response (ARMOR) team.

The Las Vegas Fire & Rescue Department, Clark County Fire Department and the Las Vegas Metropolitan Police Department have executed an interlocal contract establishing a regional ARMOR team. This team is comprised of personnel from each agency who possess specialized training and equipment in order to leverage a wide assortment of unique capabilities into a single, streamlined response force. Members of the ARMOR team respond to various

high-risk events in the region including bomb calls, dangerous substances involving criminal intent, and other incidents of homeland security concern.

This phase of the project is consistent with the U.S. Department of Homeland Security's (DHS) FFY-2007 grant guidance which promotes the development of a nationwide network of fusion centers, especially in the nation's core metropolitan/urban cities. Other cities in the nation that have developed fusion centers include (but not limited to) Chicago, Los Angeles, New York, Phoenix, Seattle, and Washington, D.C.

Las Vegas is a designated region in the DHS Urban Area Security Initiative (UASI) program and is expected to develop a fusion center to serve the southwest region of the nation. Such a facility will be outfitted with modernized communication equipment and computer systems linking the Las Vegas fusion center to the national network. Development of this center will facilitate intelligence information sharing both nationally and internationally.

Emergency Operations Center (EOC): Included in Phase 1 will be the development of a regional emergency operations center.

An EOC is the physical location where designated officials from multiple jurisdictions and subject matter(s) experts from the region's public safety agencies, public utilities, volunteer agencies and other non-governmental organizations (NGOs) assemble to coordinate incident management in a collaborative manner. This type of cooperative arrangement is known as "multi-agency coordination" or "MAC" and is a component of the Federal National Incident Management System (NIMS) compliance requirement. Currently, the Las Vegas/Clark County region does not have a dedicated EOC facility to foster multi-jurisdictional coordination. Consistent with the federally mandated NIMS, a dedicated EOC will serve as the region's central point of coordination in planning for, responding to, and recovery from large-scale emergencies/disasters and other significant events. Other regions in the nation that have dedicated EOC's include Broward County (FL), Chicago, Los Angeles, New York, Seattle and Washoe County (NV).

In 2006, the region's Urban Area Working Group (UAWG) included exploring the feasibility of building a new REOC in the urban area strategy, and Clark County's Nuclear Waste Division and Office of Emergency Management jointly commissioned a private consultant to conduct a feasibility assessment to determine the desirability of developing a new REOC in the region. This assessment revealed overwhelming support from the local emergency management and public safety officials to pursue the development of a new REOC.

7.1.2 Phase 2: Regional 9-1-1 Communications Center

The second phase of the complex is the design and construction of a combined 9-1-1 Communications Center for dispatching police, fire and EMS resources. The existing 9-1-1 communication centers in the Las Vegas/Clark County region are separate facilities for police and fire/EMS departments and neither discipline possesses an adequate back-up center for secure redundancy. Therefore, Phase 2 of the complex will also include the construction of a combined 9-1-1 Communications Center for dispatching police, fire and EMS resources from a single common facility. The existing Metro Communications Center (MetroCom) will be maintain as a back-up center and existing fire department dispatching consoles will be incorporated to achieve sufficient redundancy for all public safety disciplines.

Combining a regional EOC and a 9-1-1 Communications Center on the same site is common across the nation and leverages the construction of robust telecommunications and computer infrastructures that are required by both types of facilities. Beyond emergency/disaster coordination, intended usage of this facility includes emergency management and public safety officials from the various jurisdictions in Las Vegas/Clark County co-locating offices for daily operations in order to enhance the interagency coordination and collaboration thereby eliminating jurisdictional issues that often impede regionalization efforts.

7.1.3 Phase 3: Public Safety Training Center

Phase 3 of the complex involves the development of a comprehensive training center for public safety personnel. This component will include an Emergency Vehicle Operations Course (EVOC) to train responders to drive emergency apparatus safely. It will also include a campus of classrooms, auditoriums, an in-door shooting range, and state-of-the-art simulators and props that will facilitate training police officers, firefighters and EMS personnel in the latest concepts of public safety and specialized training for response to incidents involving terrorism/weapons of mass destruction. Due to the explosive growth of Las Vegas/Clark County, it is necessary to decentralize training by strategically locating satellite facilities throughout the region to accommodate the increased training demands.

Training public safety personnel is an essential component of the region's quality assurance process. Robust training programs enable agencies to validate strengths and identify weaknesses in order to improve the region's overall emergency response system.

7.2 Next Steps

The following next steps are proposed to meet the objective of this business plan.

- Upon finalization of this business plan should be forwarded to the respective Boards and City Councils of each of the jurisdictions that participated and Working Group members for their review and consideration and so that they may provide further direction to their representatives on the Working Group.
- Next, a number of policy decisions will need to be made to proceed with the construction of a RPSC. These include but are not limited to decisions related to legal form, siting implementation, and determinations related to funding options and governance. Other more technical decisions, such as the preliminary design and engineering for the facility, would benefit from continued guidance from the Working Group, although for the next stage of this project the group should likely be expanded to incorporate appropriate planning staff. Given the need to incorporate both policy level guidance and expanded technical expertise and given that the Southern Nevada Regional Planning Coalition is tasked with overseeing projects of "regional significance," it is recommended that upon review and finalization of this report by the Working Group, the next appropriate step is to transmit this business plan to the SNRPC as an action item for their consideration. This would allow this multijurisdictional organization to provide the appropriate policy and technical oversight and input for implementation of the preliminary plan. It is also recommended that the Working Group should be continued to provide additional technical implementation support as needed.
- The finalized business plan should be forwarded to the Congressional delegation for their consideration for funding in the FY2008 and FY2009 appropriations activities.
- At the direction of the SNRPC and the Board of County Commissioners, and City Councils of the participating jurisdictions, existing interlocal agreements should be reviewed to ascertain whether they are appropriate vehicles for amending to incorporate the objectives of this business plan.
- A detailed plan for identifying how to leverage existing and future Homeland Security grants, other federal grants including DARPA and

DOE Cooperative Agreements, and private sector sources should be developed.

- Given that similar facilities in King County, Washington, New York, New York, and Los Angeles, California have been able to leverage significant funding from the private sector it is recommended that the potential for private sector contributions to a new RPSC be fully explored and a detailed implementation plan be developed.
- Finally, to the extent necessary and appropriate, steps should be taken to evaluate the potential of raising additional state and local revenuea to support the facilities development, including without limitation the use of tax alternatives.

GLOSSARY

-A-

Agency:

An agency is a division of government with a specific function, or a non-governmental organization (e.g., private contractor, business, etc.) that offers a particular kind of assistance. In ICS, agencies are defined as jurisdictional (having statutory responsibility for incident mitigation) or assisting and/or cooperating (providing resources and/or assistance). (See Assisting Agency, Cooperating Agency, and Multi-agency.)

ARMOR

The All-Hazard Regional Multi-Agency Operations and Response (ARMOR) Unit. The Las Vegas Fire & Rescue Department, Clark County Fire Department and the Las Vegas Metropolitan Police Department have executed an interlocal contract establishing a regional ARMOR team. This team is comprised of personnel from each agency who possess specialized training and equipment in order to leverage a wide assortment of unique capabilities into a single, streamlined response force. Members of the ARMOR team respond to various high-risk events in the region including bomb calls, dangerous substances involving criminal intent, and other incidents of homeland security concern.

Area Command:

An organization established to: 1) oversee the management of multiple incidents that are each being handled by an Incident Command System organization; or 2) to oversee the management of a very large incident that has multiple Incident Management Teams assigned to it. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources based on priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed.

-C-

Chief:

The ICS title for individuals for command of functional sections: Operations, Planning, Logistics, and Finance/Administration.

Coordination:

The process of systematically analyzing a situation, developing relevant information, and informing appropriate command authority of viable alternatives for selection of the most effective combination of available resources to meet specific objectives. The coordination process (which can either intra- or inter- agency) does not involve dispatch actions. However,

personnel responsible for coordination may perform command or dispatch functions within the limits established by specific agency delegations, procedures, legal authority, etc.

-D-

Dispatch:

The implementation of a command decision to move a resource or resources from one place to another.

Dispatch Center:

A facility from which resources are assigned to an incident.

-E-

Emergency Management Coordinator/Director:

The individual within each political subdivision that has coordination responsibility for jurisdictional emergency management.

Emergency Operations Center (EOC):

A pre-designated facility established by an agency or jurisdiction to coordinate the overall agency or jurisdictional response and support to an emergency.

-F-

Function:

In ICS, function refers to the five major activities in the ICS, i.e., Command, Operations, Planning, Logistics, and Finance/Administration. The term function is also used when describing the activity involved, e.g., the planning function.

-I-

Incident:

An occurrence either human caused or by natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

Incident Commander:

The individual responsible for the management of all incident operations at the incident site.

Incident Command Post (ICP):

The location at which the primary command functions are executed. The ICP may be collocated with the incident base or other incident facilities.

Incident Command System (ICS):

A standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.

-J-

Jurisdiction:

The range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority for incident mitigation. Jurisdictional authority at an incident can be political/geographical (e.g., city, county, state, or federal boundary lines) or functional (e.g., police department, health department, etc.).

-M-

Multi-Agency Coordination System (MACS)

Multi-Agency Coordination Systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of multi-agency coordination systems include facilities, equipment; emergency operation centers (EOCs), specific multi-agency coordination entities, personnel, procedures, and communications. These systems assist agencies and organizations to fully integrate the subsystems of the NIMS. A multi-agency coordination entity provides coordination functions within a broader multi-agency coordination system. It may establish the priorities among incidents and associated resource allocations, de-conflict agency policies, and provide strategic guidance and direction to support incident management activities.

-R-

Resources:

Personnel and equipment available, or potentially available, for assignment to incidents. Resources are described by kind and type, e.g., ground, water, air, etc., and may be used in tactical support or overhead capacities at an incident.

-U-

Unified Area Command:

A Unified Area Command is established when incidents under an Area Command are multijurisdictional. (See Area Command and Unified Command.)

Unified Command:

In ICS, Unified Command is a unified team effort which allows all agencies with responsibility for the incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating agency authority, responsibility, or accountability.

Appendix A: Regional EOC Consultant Team

Project Team Professional Biographies

Sheila Conway, Principal, Urban Environmental Research

With more than 20 years of experience in socio-economic, fiscal, and environmental impact analysis, risk assessment, emergency management, and performance measurement, Dr. Sheila Conway, serves as managing partner of Urban Environmental Research, LLC. In addition to overseeing the company's Las Vegas offices, Conway is responsible for managing and growing the woman-owned firm, which she joined in 1998.

Dr. Conway earned her doctorate from Arizona State University for her groundbreaking work examining the links between perception and property values within Clark County, Nevada. Over the last twenty years, Dr. Conway has held senior positions within government and the private sector. Dr. Conway has served as Federal State Coordinator for Natural Resources for the State of Utah. As a Senior Project Manager for ICF Kaiser Engineers, Dr. Conway served as on-scene coordination for over 100 hazardous material incidents. Dr. Conway served as Executive Director for the Colorado Center for Environmental Management, a 501(c)(3) dedicated to implementing interdisciplinary solutions for addressing environmental challenges. Since joining UER, Dr. Conway has conducted several studies examining public safety needs and capabilities cross all jurisdictions within Clark County, as well as, for the State of Nevada.

Dr. Conway's project management experience encompasses a diverse array of complex and political sensitive projects'. She has worked for clients in both the private and public sectors, and undertaken projects of local, regional and national significance.

Dr. Conway has authored three books and numerous articles, provided legislative and congressional briefings, and spoken at numerous workshops and conferences nationally and internationally. She is a member of the Institute of Business Forecasters, International Institute of Forecasting, and International Society for Quality of Life Studies and Balanced Scorecard Collaborative. She also supports the Lupus Foundation of America and the American Heart Association.

Dr. Alvin Mushkatel, Partner, Urban Environmental Research

Alvin Mushkatel, co-founder of urban environmental research has proven himself to be a leader in the study of social and public safety issues. Dr. Mushkatel holds a Ph.D. in Political Science from the University of Oregon. He currently holds a tenured position at Arizona State University in Environmental Policy and has more than thirty years of experience in hazards management, emergency management, and public safety.

Dr. Mushkatel's commitment to public service has extended to the national level, where he has served on more than one dozen National Research Council/National Academy of Science Committees offering expert advice to the executive on a broad array of emergency management, hazards management, and chemical weapons disposal problems.

Dr. Mushkatel has been consultant to the Nevada Agency for Nuclear Projects from 1986 to the present. The agency has performed a large number of socio-economic impact projections for the State Office that examine the potential public safety impacts from the siting of a high-level nuclear waste repository at Yucca Mountain. Dr. Mushkatel was part of the original team the State brought together in 1986 to advise it in the oversight of the Department of Energy project. Almost every State agency was included in the impact assessment which Mushkatel has conducted.

Steve Hermann, Associate, Urban Environmental Research

Stephen L. Hermann recently retired as the Hazardous Materials Coordinator for the Arizona DPS, where he supervised over 120 serious hazardous materials highway and rail incidents. He published 130 related articles in major police, fire, and environmental magazines.

Mr. Hermann is a Senior Executive Fellow of the John F. Kennedy School of Government, Harvard University; holds a B.S. degree in Explosives Technology; and graduated from the U.S. Naval EOD School; U.S. Army Command and General Staff College; and the U.S. Army War College. He is a retired Chemical Corps Colonel in the U.S. Army Reserve. He is DHS Certified Level V.

Qualified as a hazardous materials expert witness in Superior Court, and U.S. District Court, he has testified before subcommittees of both the U.S. House of Representatives and the U.S. Senate, and before committees of both the House and Senate of the Arizona State Legislature.

He has guest lectured for the U.S. DOE, the Federal Highway Administration; a panelist for NTSB; and a member of U.S. DOE's WIPP Technical Advisory Group. Mr. Hermann taught at Scottsdale Community College; guest lectured at the National Fire Academy; and is the author of three books dealing with hazardous materials transportation accidents and explosives.

Jeremy A. Aguero, Principal, Applied Analysis

Applied Analysis Principal Jeremy Aguero formed the company in 1997. His areas of expertise include economic analysis, operational model development and fiscal impact analysis.

Mr. Aguero graduated with honors from the University of Nevada, Las Vegas and holds a juris-doctorate from the Wm. S. Boyd School of Law. During his last year of undergraduate course work, he served as an intern/analyst with Coopers & Lybrand, LLC's (now PriceWaterhouseCoopers) Financial Advisory Services Group. After spending 18 months with Coopers, Aguero left and formed Applied Analysis.

Jeremy Aguero's project history demonstrates a wide range of abilities. He has worked for clients in both the private and public sectors, and undertaken projects of local, regional and national significance. Some of his projects include the Governor's Tax Force on Tax Policy, the Hospitality Industry's Impact on the State of Nevada, the City of Las Vegas Fiscal Impact Analysis, and the Bureau of Land Management Land Release Absorption Analysis.

In addition to his professional activities, he is involved actively in the community. He is currently on the Board of Advisors for the Nevada Council on Problem Gambling and has served on the Board of Directors for the local chapter of Hispanics in Politics.

Jeremy Aguero has been asked to speak on economic and development trends for numerous professional groups, including the Nevada Development Authority, International Association of Hospitality Accountants and Southern Nevada Economic Conference. He has authored informative columns featured in "In Business Las Vegas" and the "Las Vegas Business Press." Aguero was named one of the "Top Businesspeople Under 40" by In Business Las Vegas in 2001 and featured in Who's Who in Southern Nevada Business 2003.

Brian R. Gordon, CPA, Principal, Applied Analysis

Brian Gordon is a principal with Applied Analysis. His areas of expertise include market analysis, financial advisory services, business consulting, accounting, financial reporting, and economic modeling.

Gordon attended the University of Nevada, Las Vegas where he graduated with honors, obtaining a Bachelor of Science degree in Business Administration with an emphasis in accounting. Following his graduation, Gordon took a position with Andersen in Las Vegas and also performed a rotation in Andersen's Silicon Valley office, further developing his high-tech skills and knowledge.

Brian Gordon is also a member of many professional organizations, including the National Association of Office and Industrial Properties (NAIOP) and the American Institute of Certified Public Accountants (AICPA). He also is a member of the Board of Directors and Vice President of the Volunteer Center of Southern Nevada, a non-profit agency.

Mr. Gordon has been recognized as a source of information and analysis by a number of publications, including the Wall Street Journal, Time Magazine, the Los Angeles Times, the New York Times, and several other national, regional and local news media outlets. In addition, Gordon was recently named one of the Top Businesspeople Under 40 by In Business Las Vegas and featured in Who's Who in Southern Nevada.

Terry Murphy, President, Strategic Solutions

Terry Murphy, president of Strategic Solutions, has been a resident of Southern Nevada since 1979. She holds a Master of Arts in Sociology from the University of Nevada – Las Vegas. From 1989 through 1991, Terry worked as Government Affairs Representative for the Southern Nevada Home Builders Association, forging consensus with federal, state and local government agencies on issues such as endangered species, federal land use policies, transportation, water conservation and other development related issues.

Terry joined the Clark County Government in 1991 where she held several progressively responsible positions. As Assistant Director of Administrative Services, Terry applied her

administrative project management skills to the construction of the \$68 million Clark County Government Center. Through a partnering process and careful administration, this project was completed three months ahead of schedule and over \$1 million under budget.

As Assistant Director of Comprehensive Planning, Terry was responsible for the management of over 100 employees, responsible for both advanced planning (land use and development plan creation, community development, air quality, transportation, water quality and natural resource planning) and current planning (land use and zoning). Terry maintained extensive interaction with community leaders, County management, the Planning Commission and the Board of County Commissioners.

As Director of Administrative Services for Clark County, Terry's responsibilities involved serving the Board of County Commissioners as their primary policy development and administrative officer. Terry was responsible for public policy research and development, legislative initiatives, capital facility planning, major project administration, county wide strategic planning, organizational development and policy implementation.

In 1997, Terry founded Strategic Solutions which provides local government relations and integrated research, planning and communications services to a wide variety of clients. Clients include developers, neighborhood organizations, architects, engineers, government agencies, home builders, energy companies and other large and small businesses for which she provides research, strategic planning and government relations services. Terry's knowledge in the area of research and strategic planning has been employed by organizations such as the Las Vegas Chamber of Commerce, Mandalay Resort Group, Station Casinos, Inc., MGM-Mirage Corporation, the Nevada Department of Transportation, Southern Nevada Area Health Education Center and the Desert Research Institute. Other clients include KB Home, the Howard Hughes Corporation, Focus Properties, the Nevada Chapter of the National Association of Industrial and Office Properties, the Greenspun Media Group and the Regional Transportation Commission of Southern Nevada.

Currently, Terry serves on the Board of Directors for the Las Vegas Monorail Company and Kids to Kids Nevada. She is a member of the Urban Land Institute, the Las Vegas Chamber of Commerce, and Southern Nevada Home Builders Association. In October 2005, Terry was appointed to serve on a Blue Ribbon Task Force to study future, long- range highway projects in Nevada.

In the past, Terry has served on the board of directors for Nevada Public Radio, as a member of the Governor's Committee to Conduct a Fundamental Review of State Government, the Southern Nevada Water Authority Integrated Water Resource Planning Advisory Committee, Clark County Mixed Use Development Committee, and as Chair of both the Clark County Organization and Resource Review Committee and Neighborhood Casino Stakeholder Committee.

Russell Rowe, Associate, Kummer, Kaempfer, Bonner, Renshaw and Ferrario

Russell M. Rowe joined Kummer, Kaempfer, Bonner, Renshaw and Ferrario (KKBRF) in May of 2000, as a member of the KKBRF's Government Affairs Department and practices extensively before state and local government authorities. At the state level, Mr. Rowe is Director of the KKBRF's legislative affairs team, where he represents clients on issues ranging from gaming and taxes to telecommunications and economic development. At the local government level, Mr. Rowe practices zoning and land use planning on behalf of residential, commercial and industrial developers, and provides guidance to clients on navigating through the various local governmental processes. Mr. Rowe has successfully represented numerous gaming enterprise district applications for Resort-Hotel-Casino projects.

Mr. Rowe worked in the United States Congress as a legislative assistant to United States Congressman James H. Bilbray, and he was also a legislative representative in the governmental affairs department of Mirage Resorts, Inc. (now MGM-Mirage). Mr. Rowe received his B.A. Degree in Political Science, with distinction, from the University of Nevada, Las Vegas and his J.D. Degree from the University of San Diego.

Mr. Rowe is President of the Board of Trustees for AFAN (Aid for AIDS of Nevada), and also serves as a Board member for the UNLV Alumni Association. He is also a Trustee of the Nevada Development Authority (NDA). Mr. Rowe also served on the Clark County Comprehensive Plan Steering Committee and served as President of the non-profit Sigma Chi Fraternity Housing Corporation for the UNLV Chapter from 1999-2002. Mr. Rowe is also a member of the American Bar Association, the State Bar of Nevada, the Clark County Bar Association and the National Association of Industrial and Office Properties (NAIOP).

Appendix B: Regional EOC Working Group Objectives and Strategic Goals

REGIONAL EOC WORKING GROUP OBJECTIVES AND STRATEGIC GOALS

Session 1: Establish Group Objective: Guide Development of Regional EOC Business Plan (December 20, 2006 – 3:00pm – to - 4:30 pm)

Tasks:

- Introductions – Metro
- Purpose of Working Group – Metro
- Review of Regional EOC Feasibility Study Results – UER
- Overview of Business Plan Scope of Work, team, and proposed schedule – UER
- Meeting Rules – Facilitator
- Discuss and get consensus on group objective – Working Group

Time permitting:

Discussion of key components of a Regional EOC – Working Group

Action Item: Working group members should come prepared to discuss at the next meeting the key functions and facility specifications for a new REOC (e.g. size, technology, layout, hardened, etc.)

Session 2: Identify REOC Facility Components and Companion Functions (December 27, 2006 – 3:00pm – to - 4:30 pm)

- Review and approval of previous meeting agenda – Facilitator
- Presentation on Washoe County Regional Public Safety Facility – Washoe County OEM
- Discussion on key functions, facility specifications, and components of new Clark County facility – Working Group

Session 3: Legal Considerations in Building a New Regional EOC (January 3, 2007 – 3:00pm – to - 4:30 pm)

- Review and approval of previous meeting agenda – Facilitator
- Presentation on legal considerations for building a new REOC – Kummer, Kaempfer, Bonner, Renshaw, & Ferrario
- Discussion of legal considerations – Working Group

Session 4: Siting Considerations in Building a New Regional EOC (January 10, 2007 – 3:00pm – to - 4:30 pm)

- Review and approval of previous meeting agenda – Facilitator
- Presentation on siting considerations and facility requirements for building a new REOC – Henry Jackson, Deputy Commissioner New York Office of Emergency Management
- Discussion of proposed siting criteria and process – Working Group

Session 5: Proposed Siting Criteria and Processes (January 17, 2007 – 3:00pm – to - 4:30 pm)

- Review and approval of previous meeting agenda – Facilitator
- Presentation on siting considerations and facility requirements for building a new REOC – UER
- Discussion and approval of proposed siting criteria and process – Working Group

Session 6: Preliminary REOC Cost Assessment (January 24, 2007 – 3:00pm – to - 4:30 pm)

- Review and approval of previous meeting agenda – Facilitator
- Presentation on preliminary cost assessment for building a new REOC – Applied Analysis
- Discussion of cost assessment for building a new REOC – Working Group

Session 7: Analysis of Funding Options (January 31, 2007 – 3:00pm – to - 4:30 pm)

- Review and approval of previous meeting agenda – Facilitator
- Presentation on preliminary analysis of funding options for building a new REOC – UER & Applied Analysis
- Discussion of funding options for building a new REOC – Working Group

Session 8: Governance and Operations Options (February 14, 2007 – 3:00pm – to - 4:30 pm)

- Review and approval of previous meeting agenda – Facilitator
- Presentation on governance and operations options for building a new REOC – UER/Applied Analysis/KKBRF
- Discussion of governance and operations options for building a new REOC – Working Group

Session 9: Cost Benefit Analysis (February 21, 2007 – 3:00pm – to - 4:30 pm)

- Review and approval of previous meeting agenda – Facilitator
- Presentation on cost benefit analysis of building a new REOC – Applied Analysis
- Discussion of cost benefit analysis for building a new REOC – Working Group

Session 10: Siting Recommendation (March 7, 2007 – 3:00pm – to - 4:30 pm)

- Review and approval of previous meeting agenda – Facilitator
- Presentation on siting recommendation for building a new REOC – UER/Applied Analysis/KKBRF

Discussion and recommendation on site location for building a new REOC

Appendix C: Regional EOC Working Group Meeting Agendas

REGIONAL EOC WORKING GROUP

Agenda

December 20, 2006

Homeland Security Division Building

6830 Bermuda Road

First floor conference room

Las Vegas, Nevada

Session 1: Establish Group Objective: Guide Development of Regional EOC Business Plan

- Introductions – Metro
- Purpose of Working Group – Metro
- Review of Regional EOC Feasibility Study Results – UER
- Overview of Business Plan Scope of Work, team, and proposed schedule – UER
- Meeting Rules – Facilitator
- Discuss and get consensus on group objective – Working Group

Time permitting:

Discussion of key components of a Regional EOC – Working Group

Action Item: Working group members should come prepared to discuss at the next meeting the key functions and facility specifications for a new REOC (e.g. size, technology, layout, hardened, etc.)

REGIONAL EOC WORKING GROUP

Agenda

December 27, 2006

Clark County Government Center

Training Room 1

500 South Grand Central Parkway

Las Vegas, Nevada

Session 2: Identify REOC Facility Components and Companion Functions
(December 27, 2006 – 3:00pm – to - 4:30 pm)

- Review and approval of previous meeting agenda – Facilitator
- Discussion on key functions, facility specifications, and components of new Clark County facility – Working Group

REGIONAL EOC WORKING GROUP

Agenda

January 10, 2007

4701 W. Russell Road (at Cameron)

Presentation Room A

Las Vegas, Nevada

Session 3: Legal, Cost, and Siting Considerations in Building a New Regional EOC

- Review and approval of previous meeting agenda – Facilitator (12:00 pm – 12:15 pm)
- Presentation on Washoe County Regional Emergency Operations Center - Press Clewe, Former Emergency Manager Washoe County, Nevada (12:15 pm – 12:30 pm)
- Presentation on cost model and data needs for building a new REOC – Jeremy Aguero, principal analyst, Applied Analysis (12:30 pm – 1:15 pm)
- Discussion of proposed cost model and data needs – Working Group (1:15 pm – 2:30 pm)
- **Break (2:30 pm - 2:45 pm)**
- Presentation on legal considerations for building a new REOC – Jeremy Aguero, principal analyst, Applied Analysis for Russell Rowe, partner, Kummer, Kaempfer, Bonner, Renshaw, & Ferrario (2:45 pm – 3:15 pm)
- Discussion of legal considerations – Working Group (3:15 pm – 3:45 pm)
- **Break (3:45 pm – 4:00:45 pm)**
- Presentation on siting considerations and facility requirements for building a new REOC – Sheila Conway, Ph.D. UER (4:00 pm – 4:15 pm)
- Discussion of proposed siting criteria and process – Working Group (4:15 pm – 5:00 pm)
- **Adjourn (5:00 pm)**

REGIONAL EOC WORKING GROUP

Agenda

January 24, 2007

Henderson City Hall

240 Water Street

Green Valley Training Room

(On the second floor above the City Council Chambers)

Henderson, Nevada

12:00 pm – to - 4:00 pm

Session 4: Review of Siting Criteria and Processes for Building a New Regional EOC

- Review and approval of previous meeting agenda – Facilitator (12:00 pm – 12:15 pm)
- Review and discussion of homework – Jeremy Aguero, AA (12:15 pm – 1:00 pm)
- Presentation on siting considerations and facility requirements for building a new REOC and 911/Dispatch Center – Diane Newman King County, Washington Office of Emergency Management (1:00 – 1:30 pm).
- Discussion and questions on King County's facility and process (1:30 – 1:45 pm)
- Review and selection of siting criteria – Sheila Conway, UER (1:45 pm – 2:30 pm).
- Discussion of proposed siting criteria and process – Working Group (2:30 pm – 2:45 pm)

BREAK (2:45 pm – 3:00 pm)

- Presentation on Funding Sources – Sheila Conway, UER (3:00 pm – 3:30 pm)
- Discussion of funding sources – Working Group (3:30 pm – 4:00 pm)

REGIONAL EOC WORKING GROUP

Agenda

February 14, 2007

Silver Mesa Recreation Center

4025 Allen Lane

(Cross streets are Allen Lane and Alexander Road)

North Las Vegas, Nevada

9:00 am – to - 11:30 am

Session 5: Review of Supplemental Funding Sources and Siting Criteria for Building a New Regional EOC

- Review and approval of previous meeting agenda – Facilitator (9:00 am – 9:15 am)
- Housekeeping
 - Review of the SNRPC process and next steps
 - Handout of design considerations
 - Handout of legal review
 - Discussion about site visit to DEM's new facility – Sheila Conway, UER (9:15 am – 9:30 am)
- Presentation on DARPA and Cooperative Research Agreement funding (9:30 am – 9:45 am) Sheila Conway, UER (9:30 am – 9:45 am)
- Review of siting criteria and proposed process – Sheila Conway, UER (9:45 am – 10:00 am)

BREAK (10:00 am – 10:15 am)

- Discussion and weighting of siting criteria – Working Group (10:15 am – 11:15 am)
- Discussion of next meeting date and location - Working Group (11:15 am – 11:30 am)

Appendix D: Regional EOC Working Group Meeting Summaries

**EOC Working Group Meeting
LVMPD HSB Conference Room
12-20-06 / 1500 hours**

In attendance:

See attached Sign-in Sheet.

Purpose:

The purpose of this meeting is to begin developing a business plan for the EOC, not to build an EOC. Feasibility studies have been done by Dr. Conway. We have been given instructions to go ahead with developing a business plan to see what it would cost and take to build an EOC.

This is not a Metro initiative. This facility is to be something that the Southern region of Nevada can own and be part of. Barbara Doran, from LVMPD Communications, was included in the event we can include an emergency 9-1-1 center.

We have expanded the planning team. Henderson, North Las Vegas, Boulder City and Mesquite were invited to this meeting.

Dr. Conway has found a facilitator, Terry Murphy, to help us along.

Dr. Sheila Conway:

Dr. Conway went through a PowerPoint presentation of her feasibility study of an EOC. Case studies were conducted at six EOCs to include New York City, NY; Chicago, IL; LA County, CA; Washoe County, NV; King County, WA; and Broward County, FL.

Findings indicate enough support for a Regional Emergency Operations Center to conduct an in-depth assessment and business plan. This facility should be a multiple use, public safety facility that is a "center for excellence" in the area of coordination, communications, and interoperability.

It was recommended we expand the Working Group, which we did by including the aforementioned cities; and to identify the key functions.

To develop a business plan, we need to:

- identify the functions and facility size;
- develop and implement site selection, criteria and process;
- establish a recommended framework for governance and operations;
- conduct a cost benefit analysis.

Tim McAndrew wanted to confirm that UER already received all of this information from the feasibility study. This was confirmed by Dr. Conway.

Dr. Conway also mentioned that we should have a business plan available by the end of January to present to Senator Harry Reid.

Discussion:

Ms. Murphy began by handing out the "Guidelines for Achieving Common Goals," and asked if everyone was in agreement to abide by them. They were.

She also asked if everyone invited was present. The answer was no. Those missing were Mesquite, NLVPD, NLV Fire, RTC, and Boulder City. It was stressed to make sure there is representation at the meetings from every jurisdiction involved. It was also mentioned that the Health District should be included. Captain Suey will reach out to the Health District and RTC.

When asked if we should include anyone else, it was recommended that maybe the National Guard should be involved. It was agreed that they could be included in the distribution only. There was no need for them to be involved in the planning stages. This should be kept at the local level, but keep workspace in mind at the facility for them.

Terry also recommended a larger facility to conduct these meetings. The room was at capacity today, and there were still agencies that were not present. Two places that came to mind were the Patrol Conference Room and the County Government Building.

Terry threw out the idea of holding one or two all-day sessions instead of spreading them out as currently planned. It was agreed that a couple of half-day sessions would be better, and to keep it to a Wednesday. January 10th and 17th will be the half-day sessions from noon to 1700 hours. Captain Suey was gracious enough to offer to buy lunch for the group. Jim O'Brien

will look into a room at the County Government Building. Sheila will distribute the new dates, times and locations.

Common Goals:

Terry indicated we need to get to a common goal, in simple language, not technical terms.

Tim McAndrew suggested the development of a business plan for the design, construction and operations of a new Regional Emergency Operations Center, as defined by the guidelines of the National Incident Management System.

Jim O'Brien stated he does not support that statement. The County will only support exploring a Regional Incident Command Center. (See attached letter from County.) After some discussion of what an incident command center is, it was clarified that they will support a Regional Area Command Center. A central place for managing field responses. An area command is a facility and function for a gateway for multiple command posts.

Tim McAndrew stated that an EOC is a building. Functions within are broken down in three areas: policy area, coordination area, and operations area. A Command Center, as for New Year's Eve, is an operations component of an overall EOC. It can be expanded or contracted as needed. It can be used as an incident command center to support and coordinate the overall responses. Jim O'Brien stated this is where we have a disagreement.

Irene Navis suggested we worry about naming the facility at a later time, when we know what we are going to put into it.

Captain Suey feels Jim's issue needs to be decided at a higher level. As it is understood, the County is not supporting the EOC as needed. Jim said it has already been decided. Mr. McAndrew suggested, instead of splitting hairs that Jim needs to clear up whether or not the County will support the EOC. Jim indicated that it is already clear.

A new goal was suggested stating, the development of a business plan for the design and construction of a new Regional facility for the purpose of emergency management. Jim O'Brien indicated the County will not support this statement either.

It was decided, by Terry, that we need to talk about the functions of what will go into this facility. Captain Suey indicated that the Sheriff does not care

what goes into the EOC, as long as an EOC is built. Sheriff Gillespie is out of town until January 2nd. If an EOC is not a portion of this facility, we cannot go any further. She will need to have discussion with Sheriff Gillespie.

After discussion, Terry gave everyone an assignment. Everyone is to come up with what functions they want to see in this facility. You can even list what you don't want to see, if you like. This can be emailed to Terry before the next meeting, or brought to the next meeting.

Next meeting will be held on December 27, 2006 at 1500 hours. Location will be the County Government Building, Training Room 1 on the first floor.

Action Items:

- Jim O'Brien will check availability of a room at the County Government Building for the meetings to be held on January 10 and 17, from noon to 1700 hours.
- Captain Suey will bring lunch in for everyone at the meetings on January 10th and 17th.
- Captain Suey will invite the RTC and Health District (Larry Sands) to the future meetings.
- HOMEWORK: What functions do you want to see in this facility? You can either send your list to Terry Murphy at tmurphy951@aol.com or bring it to the next meeting.
- Dr. Conway will send out information on the next meeting, that being 12-27-06/1500 hours at the County Government Building, Training Room 1 on the first floor.

**Regional EOC Planning Committee Meeting
Clark County Government Center
Training Room #1
12-27-06 / 1500 hours**

Terry Murphy welcomed the committee members, and the meeting began at 1505 hours.

Persons present were Jim O'Brien, Patricia Lofft, Mike Cyphers, Dan Lake, Tim McAndrew, Fernandez Leary, Gene Campbell, Kathy Suey, Mike McCrimon, Janelle Kraft, Irene Navis, Terry Murphy, Jeremy Aguero, Sheila Conway, Alvin Mushkatel, and Paula Rivera. Members from the Health District and RTC were invited but could not attend today's meeting.

The purpose of this meeting was to list the functions of the Regional EOC. From this list, a business plan will be developed.

The assignment from last week's meeting was for members to provide a list of functions to Terry via email or bring to the next meeting. Terry distributed comments provided by Jim O'Brien, Tim McAndrew, Fernandez Leary, and Mike Cyphers. All future comments should be sent to Terry Murphy, Dr. Conway, and Jeremy Aguero.

Terry brought in a digital recorder to have a comprehensive record of the meeting. If it was necessary, a transcript could be provided. All committee members approved to having the meeting recorded.

The committee developed a list of ideas of what the functions should be for the Regional EOC. Certain terms were further discussed for clarification. This list will be prioritized to help develop a business plan. A detailed matrix will be created by Urban Environmental Research and e-mailed to all committee members.

Regional EOC Functions:

1. Multi-agency coordination (local, state, and federal, as defined by NIMS)
2. Incident coordination and support
3. Resource tracking
4. Incident information collection
5. Incident information analysis and dissemination
6. Joint information center activities (as defined by NIMS)
7. Area command (as defined by NIMS)
8. Primary 9-1-1 center and dispatch
9. Intel/Fusion Center / Information Dissemination

10. ARMOR Unit
11. Training and meeting rooms
12. Deployment operations center / 24-hour fusion center
13. ARMOR training facility
14. Office space for day-to-day operations (may only be staffed for alternate 9-1-1, ARMOR)
15. Critical infrastructure protection program
16. General Government Call Center (**the committee agreed to remove this from the list**)
17. Public safety driving track / training (low speed / specialty driving track)

The meeting scheduled for January 3, 2007, at 1500 hours has been canceled.

The next meeting is scheduled for Wednesday, January 10, and will be a half-day session from noon to 1700 hours. Lunch will be provided by Deputy Chief Suey.

Meeting location:
4701 W. Russell Road (at Cameron)

The meeting concluded at 1605 hours.

scribe:pmr

Regional EOC Planning Committee Meeting
Clark County Department of Development Services
Presentation Room #1
1-10-07 / noon

Terry Murphy welcomed the committee members, and the meeting began at 1215 hours. Persons present were Janelle Kraft, Fernandez Leary, Sheila Conway, Michael Cyphers, Terry Murphy, Jeremy Aguero, Steve Hermann, Alvin Mushkatel, Irene Navis, Jim O'Brien, Patricia Lofft, Gene Campbell, Tim McAndrew, Kathy Suey, Mike McCrimon, Tom Monahan, Csaba Maczala, Jeff Wells, David Petersen, Dan Lake, Nathan Christiansen, Jeff Mills, and Paula Rivera.

Jeff Wells, the new Assistant Director of Administrative Services for Clark County was present and introduced himself to the group.

Meeting agenda items from the previous meeting (12-27-06) were approved.

The first presentation was given by Press Clewe, the former Emergency Manager of Washoe County. Mr. Clewe reflected on the challenges he faced in his role during the research and development of the Washoe County facility. He shared some suggestions with the group, such as having an interlocal agreement in place, completing the grant application process for federal funding, finding an appropriate site location, and planning the building design with ample storage space.

The next presentation was given by Jeremy Aguero. A preliminary cost estimate was given to members to review. The list of proposed functions was reviewed, and from that a preliminary floorplan design was created. The committee agreed that the following functions should be grouped accordingly:

One large common area big enough to hold 125 to 145 people – the anticipated staff needed during an emergency operation. This area would have desktops, chairs, computer equipment, telephones, fax machines, and display screens. The following functions will be in this common area:

1. Multi-agency coordination (local, state, and federal, as defined by NIMS)
2. Incident coordination and support
3. Resource tracking
4. Incident information collection
5. Incident information analysis and dissemination

- 6. Joint information center activities (as defined by NIMS)
- 11. Training and meeting rooms

The following function will be inside the large common area but will be within its own distinct area:

- 7. Area command (as defined by NIMS) - may also have some functions of the DOC.

The following functions will each have a separate working area outside the large common area (two areas):

- 6. Joint Information Center
- 14. Office space for day-to-day operations

The following functions are grouped together and will have an area outside the large common area and will share the space allotted for meeting rooms:

- 9. Intelligence Fusion Center/Information Dissemination
- 10. ARMOR Unit
- 12. Deployment Operations Center
- 15. Critical Infrastructure Protection Program

These functions will have their own areas either in another building/area adjacent to the main facility or on another floor within the main facility:

- 8. 9-1-1 Dispatch Center
- 13. ARMOR training facility
- 17. Public safety driving track / training

Jeremy Aguero presented some legal considerations with committee members. It was decided there were no specific considerations at this time.

Dr. Conway's presentation covered site and design considerations and facility requirements.

For homework, members were asked to comment on the following items:

- 1. Storage space
- 2. 9-1-1 dispatch center, how much space is needed
- 3. Comments on site and design considerations

Email your comments to Jeremy Aguero at jaguero@appliedanalysis.com

The next committee meeting is scheduled for Wednesday, 1/24/07, and will be another half day session beginning at noon. The location of the meeting will be:

Henderson City Hall
240 Water Street

Green Valley Training Room (on the second floor above the City Council Chambers)

Parking is available at either the parking garage located at Basic/Lead or the parking lot adjacent to City Hall (entrance from Basic).

The meeting adjourned at 1600 hours.

Scribe: pmr

**Regional EOC Planning Committee Meeting
Henderson City Hall
Green Valley Training Room
1-24-07 / noon**

Terry Murphy welcomed the committee members and the meeting began at 1225 hours. Committee members present were Jeremy Aguero, Sheila Conway, Terry Murphy, Alvin Mushkatel, Patricia Lofft, Tim McAndrew, Kathy Suey, Mike McCrimon, Barbara Doran, Jeff Wells, Mike Cypers, Dan Lake, Fernandez Leary, Carolyn Levering, and Paula Rivera.

The last meeting's agenda items were approved, and Jim O'Brien's comments will be added to the record. The homework assignments was to provide input on storage space needs, specs for 9-1-1 dispatch center, and site and design considerations.

Lt. Tom Monahan and Lt. Pat Neville will be attending the meeting later today and will provide specifications for the Fusion Center and requirements for the ARMOR training facility.

The committee discussed planning the space requirement in future needs and expected growth in the Las Vegas valley. To date, there are a combined total of 15 dispatch counsels for City and County Fire and North Las Vegas PD. With the expected continued growth in the valley, there may be an additional 8 to 11 area commands for LVMPD over the next 15 years. The planning would need to allow for an additional 8 to 11 dispatch counsels.

Any additional input can be emailed to Jeremy Aguero.

The first presentation was given by Diane Newman of King County, Washington, Office of Emergency Management. The King County EOC's space is shared by the King County Sheriff's Office and the King County Office of Emergency Management.

Ms. Newman was a member of the design team for the King County EOC, and she gave an overview of siting considerations.

Questions asked by the group:

Security

Ms. Newman suggested applying film to the glass. The downside to that is the loss of radio frequency.

Location

The King County EOC is located 17 miles from the center of downtown Seattle. Traveling time is approximately 45 minutes to one hour's drive from Seattle.

Elevated Site

The King County EOC is situated on a hill with access to the freeway (I-405) one mile away. This site was centrally located within the county on a five acre parcel that was owned by the county.

Cost

The final cost to build the EOC was \$33 million.

Funding

The cost to build the EOC was funded through local dollars.

Media Briefing

The Emergency Manager answers questions posed by the media.

Joint Information Center

The JIC is located in the coordination area and is only used by the Public Information Office personnel.

Dr. Conway reviewed the following 12 functions and siting criteria with the committee members.

Compatibility

- Spatial requirements
- Land use (compatibility)
- Relatively level topography
- Minimize impacts on existing residences and businesses
- Room to grow
- Adequacy of transportation access/capacity
- Adequacy of infrastructure support
- Extensive comprehensive plan and development regulations
- Availability and cost of land
- ADA compliant
- Helicopter landing facility

Survivability

- Time lost
- Acceptable level of hazards (technological/natural)
- Away from city center, airports, tunnels, bridges, and railways
- Easy highway access
- Structurally and mechanically separate

Flexibility and Open Architecture

- Flexible build for 50 plus years
- Accommodate growth

- Open architecture
- Outside concrete pad with electrical/data hookups

Communications

- Central point of information coordination/dissemination
- Multiple methods (telephone, radio, electronic, satellite)
- Link communications center to existing EOC
- Touch screen phone
- Multiple routing (PBX, analog, digital, data)
- Radio towers (primary/amateur)
- T1 service
- Fiber optics service
- Radio communications room
- Radios in breakout rooms
- Pre-wired for state/federal agencies
- Citizen hotline phones

Redundancy

- Communications
- Generators (backup / pre-wired)
- Fuel supply
- Water storage
- Waste storage
- Uninterrupted power supplies
- HVAC
- Remote facility monitoring

Security

- Building and reception access
- Fenced entire area, parking lot and mechanical area (buffer zone)
- Vulnerability to truck bombs
- HVAC system vulnerability to chemical and biological hazards (filtration/pressurization)
- Hazardous materials
- Seismic, volcanic, and flooding
- Long driveway with 90 degree turn
- Protective landscaping
- Bullet resistant glass
- Hardened/base isolation
- Paging throughout facility
- Tracking system
- Access control system
- Tiered access

- Manned security

Other Design Considerations - Outside Areas

- Flat parking lot-like service area
- Sufficient parking
- Vehicle barriers
- Covered outside areas
- Security lighting
- Protection of air intakes
- Media hookups
- Weather station
- Positioning of tower
- Audio-visual editing and monitoring
- Message center - copying, distribution, routing
- GIS and plotter
- Large, undedicated meeting space
- Multiple conference rooms
- Backup EOC (Committee members agreed to delete this)
- Backup alternative seat of government
- Dual use space

Other Design Considerations - General Space

- Building directory
- Interagency coordination room
- Executive isolation room
- Radio communications center
- Offices
- Signage
- Storage
- Library
- Media room
- JIC
- Classrooms
- Stress room / quiet room
- Exercise room
- Break room (can be combined with kitchen area)
- Kitchen
- Childcare facilities (LV Fire, NLV Fire, NLV EM and LV EM do not agree with this)
- Bunk room
- IT enabled dispatch training room / simulation room
- Stadium-type, theater style meeting room / training room, briefing room big enough to hold 250+ people

Other Design Considerations - Coordination Room

- High ceilings
- Large projection displays
- Large screen monitors
- Controlled lighting
- Audio-visual control points
- Remote-controlled cameras
- Windows
- Raised floors
- Multiple electrical / data outlets
- Coffee
- Tackable wall surfaces
- Headphones for TVs
- Whiteboards
- Electronic white boards (smart boards)

Other Design Considerations - Breakout Rooms

- Multiple rooms
- Soft wall dividers / tackable wall surfaces
- Whiteboard
- Pull-down screens
- Storage
- Radio communications
- Monitors

Other Design Considerations - Media and Training Rooms

- Live feed from coordination room
- Telecommunications hookups
- Monitor
- Video recording capability
- Lighting for press conferences
- Video conferencing / Teleconferencing capability

Other Design Considerations - Support Facilities

- Sufficient restrooms
- Lockers
- Separate and multiple shower facilities
- Fully equipped kitchens
- Eating and serving areas
- Bunk areas
- Exercise room
- Quiet room

- Utility room/closet
- Wide hallways
- Furnishings
- Large conduit
- Mail room
- Maintenance rooms

Dr. Conway presented to the committee the possible funding sources to build the Regional EOC. A memo will be sent to Senator Reid in March with an estimate dollar amount to build the Regional EOC. The deadline to send additional comments to

Dr. Conway is Wednesday, 2/7.

Discussion from the group for additional funding sources provided the following input:

- Drafting a bill to tax cell phone subscribers for calls made to 9-1-1
- Getting donations from the casino industry
- Building the facility in stages/phases

The next committee meeting date is Wednesday, 2/14, from 0900 - 1200 hours.

Meeting location:

Silver Mesa Recreation Center (in North Las Vegas)

4025 Allen Lane

Cross streets are: Allen Lane and Alexander Road

The meeting concluded at 1515 hours.

Scribe: pmr

Appendix E: Siting and Design Considerations Presentation

Appendix F: Siting Criteria Presentation

Appendix G: Funding Presentation

Appendix H: DARPA and CRADA Funding Presentation

Siting Criteria

Regional EOC



Urban Environmental Research, LLC

Land Availability

- **Number of Acres.** A site must include sufficient land for construction of the proposed facility in order for it to be considered. A range of 10 to 50 acres has been established as appropriate for the facilities required.
- **Land Use and Zoning.** Sites located in areas with compatible land use designations such as industrial area or sites buffered from view from residential areas by adjacent industrial areas, railroad corridors, or natural features will be rated high in this criteria. The costs of mitigating for noise, lights, and visual aesthetics would likely be less for this type of site. Vacant industrial or commercial sites are considered the highest desirable lands.



Land Availability

- **Surrounding Land Use.** The effects of a REOC on adjacent property values and the compatibility with activities on neighboring properties. Sites that are in an industrial neighborhood are considered the most compatible and will receive a higher ranking.
- **Land Value.** This criteria considers the probable land costs of the sites. Any number of features can impact the probable cost of the site. Lower cost sites will receive a higher ranking.



Site Accessibility

- **Transportation.** This addresses the ease of access to the site, type of roads, railroad access, distance to a freeway from the site, and number of alternative routes that are available. Ability to provide access from major arterials and site driveways that reduce impacts to the neighbors will also be considered. Sites with good access will receive a higher ranking.
- **Access to Sewer.** Sites that have close or easy access to sewer minimize the length of connection piping between the facility and the trunk sewer and will receive a higher ranking.



Site Accessibility

- **Utilities.** The location of the site with regard to existing infrastructure including electrical power, gas, potable water, and sewer. A site with minimal distance from two electrical substations would receive a higher ranking. A site with the shortest distance the near gas supply line would receive a higher ranking. Minimal distance to a reliable source of potable water will receive a higher ranking.



Site Condition

- **Existing Structures.** The presence of existing structures on the site increases the construction costs by having to remove the structures and dispose of materials. Sites without structures are considered desirable. Sites with no structures will receive a higher ranking.
- **Elevation and Topography.** Sites that are low lying may require additional flood protection or stormwater retention and site development costs need to be considered. Land areas with steep natural slopes require more excavation and retaining walls. Sites with more than 20 feet of elevation change will receive a lower ranking.



Site Condition

- **Usable Area and Shape.** Major streams, environmental areas, protected wetlands, floodways, and railway or highway corridors are considered unusable. Shape of the property is considered important for efficient layout of the facility. A rectangular shaped property is desirable. Sites with less than 10 acres of useable land will receive a lower ranking.
- **Opportunity for Co-Development.** Sites that have potential to combine the facility with other compatible public safety facilities will receive a higher ranking.



Site Condition

- **Geotechnical.** Soil types, allowable bearing capacity, and depth of material used during construction, the hydraulic profile of the plant, or types of construction methods used. Sites with shallow bedrock depth requiring rock removal, low bearing capacity will be receive a lower ranking.
- **Groundwater and Groundwater Wells.** High-groundwater conditions increase construction costs for dewatering. The lower the groundwater table the higher the site ranking.



Site Condition

- **Site Development Costs.** Additional costs may be required to develop a site based on site conditions identified in other subcriteria. The lower the additional site development costs, the higher the ranking.



Environmental Conditions

- **Floodplain.** Sites will be evaluated by the amount of land located in the floodplain. The lower the number of acres in a floodplain, the higher the ranking.
- **Permitting.** The variations in permitting for the facility based on the location will be assessed and ranked for each site.
- **Site Contamination.** The extent of soil or groundwater contamination on each site will be assessed based on available historical data. Sites with no observed site contamination will receive a higher ranking.



Environmental Conditions

- **Wetlands.** Sites with no Federal or State designated wetlands will receive a higher ranking.
- **Archeological/Historical Evidence.** Sites without any known archeological or historical resources will receive a higher ranking.
- **Rare or Endangered Species.** Information documenting the presence of species listed on the Endangered Species Act and candidate species will be reviewed. Sites without the presence of endangered species will receive a higher ranking.



Public Acceptance

- **Noise Control.** The transmission of noise beyond the plant boundaries to residential neighborhoods will be reviewed. Sites with low anticipated impacts, based on greater distance to residential areas, will receive a higher ranking.
- **Displacement of Housing and Businesses.** The number and type of displacement of residential housing and businesses will be reviewed. Sites that do not require displacement of housing or businesses are preferred and will receive a higher ranking.



Public Acceptance

- **Visual Impacts.** A highly visible location is more difficult to screen from public view. The opportunity to improve a view and blend into the surroundings will also be reviewed. Sites that are not anticipated to cause adverse visual impacts to the public will receive a higher ranking.



Public Acceptance

- **Environmental Impacts.** Public acceptance of environmental impacts will be considered. The environmental conditions subcriteria will be considered and sites will be ranked accordingly.
- **Neighborhood Impacts.** Public acceptance of adjacent neighborhood impacts will be considered.



Siting Criteria

Regional EOC



Urban Environmental Research, LLC

SITING & DESIGN CONSIDERATIONS

- *Compatibility*
- *Survivability*
- *Flexibility and Open Architecture*
- *Communications*
- *Redundancy*
- *Security*

COMPATIBILITY

- ***Spatial requirements***
- ***Land use***
- ***Relatively level topography***
- ***Minimize impacts on existing residences & businesses***
- ***Room to grow***
- ***Adequacy of transportation access/capacity***
- ***Adequacy of infrastructure support***
- ***Existing comprehensive plan and development regulations***
- ***Availability & cost of land***



SURVIVABILITY

- ***Time lost***
- ***Free of hazards (technological/natural)***
- ***Away from city centers, airports, tunnels, bridges, and railways***
- ***Easy highway access***
- ***Structurally and mechanically separate***



FLEXIBILITY & OPEN ARCHITECTURE

- ***Flexible build for 50+ years***
- ***Accommodate growth***
- ***Open architecture***
- ***Outside concrete pad with
electrical/data hookups***



COMMUNICATIONS

- **Central point of information coordination/dissemination**
- **Multiple methods (telephone, radio, electronic, satellite)**
- **Link Communications center and EOC**
- **Common methods**
 - **Touch screen phone**
 - **Multiple routing (PBX, analog, digital, data)**
 - **Radio towers (primary/amateur)**
 - **T1 service**
 - **Fiber optic service**
 - **Radio communications room**
 - **Radios in breakout rooms**
 - **Pre-wired for state/federal agencies**
 - **Citizen hotline phones**



REDUNDANCY

- ***Communications***
- ***Generators (back up/ pre-wired)***
- ***Fuel supply***
- ***Water storage***
- ***Waste storage***
- ***Uninterrupted power supplies***
- ***HVAC***
- ***Remote facility monitoring***



SECURITY

- ***Building and reception access***
- ***Fenced parking lot and mechanical areas***
- ***Vulnerability to truck bombs***
- ***HVAC system vulnerability to chemical & biological hazards (filtration/pressurization)***
- ***Hazardous materials***
- ***Seismic, volcanic, and flooding***
- ***Long driveway with 90° turn***



SECURITY

- ***Protective landscaping***
- ***Bullet resistant glass***
- ***Hardened/Base Isolation***
- ***Paging throughout facility***
- ***Tracking system***
- ***Proximity card system***
- ***Tiered access***



OTHER DESIGN CONSIDERATIONS OUTSIDE AREAS

- *Lighted helipad*
- *Sufficient parking*
- *Vehicle barriers*
- *Covered outside areas*
- *Security lighting*
- *Protection of air intakes*
- *Media hookups*
- *Weather station*
- *Positioning of tower*



OTHER DESIGN CONSIDERATIONS GENERAL SPACE

- *Audiovisual editing & monitoring*
- *Message center – copying, distribution, routing*
- *GIS and plotter*
- *Large, undedicated meeting space*
- *Multiple conference rooms*
- *Backup EOC*
- *Backup alternative seat of government*
- *Dual use space*



OTHER DESIGN CONSIDERATIONS GENERAL SPACE

- *Building directory*
- *Interagency coordination room*
- *Executive isolation room*
- *Radio communications center*
- *Offices*
- *Signage*
- *Storage*
- *Library*
- *Media room*
- *JIC*
- *Classrooms*



OTHER DESIGN CONSIDERATIONS COORDINATION ROOM

- *High ceilings*
- *Large projection displays*
- *Large screen TVs*
- *Controlled lighting*
- *Audiovisual control points*
- *Remote-controlled cameras*
- *Windows*
- *Raised floors*
- *Multiple outlets (electric & data)*
- *Coffee*
- *Tackable wall surfaces*
- *Headphones for TVs*
- *Whiteboards*



OTHER DESIGN CONSIDERATIONS BREAKOUT ROOMS

- *Multiple rooms*
- *Soft wall dividers/ tackable wall surfaces*
- *Whiteboard*
- *Pull-down screens*
- *Storage*
- *Radio communications*
- *Monitors*



OTHER DESIGN CONSIDERATIONS MEDIA & TRAINING ROOMS

- ***Live feed from coordination room***
- ***Telecommunications hookups***
- ***Monitor***
- ***Videotape capability***
- ***Lighting for press conferences***
- ***Videoconferencing/teleconferencing capability***



OTHER DESIGN CONSIDERATIONS SUPPORT FACILITIES

- ***Sufficient restrooms***
- ***Lockers***
- ***Separate & multiple shower facilities***
- ***Fully-equipped kitchens***
- ***Eating & serving areas***
- ***Bunk areas***
- ***Exercise room***
- ***Quiet room***
- ***Utility room/closet***
- ***Wide hallways***
- ***Furnishings***
- ***Large conduit***



Funding Options

Regional EOC



Urban Environmental Research, LLC

POTENTIAL FUNDING SOURCES

- **Congressional Appropriation**
- **State Legislation/Appropriation**
- **Sales Tax**
- **Federal Grants**
- **Cooperative Agreements**
- **Permits & Fees**



STATE LEGISLATION

Bill Draft Requests (BDR):

- **Non-Legislators: Dec. 15, 2006.**
- **Legislators: February 12, 2007**
- **Committees: February 23, 2007**
- **Emergency measures**

Bill Introduction (all bills must be introduced in the appropriate house by these dates):

- **Legislator: March 19**
- **Committees: March 26**

Committee Passage (all bills must be passed out of their first committee by this date):

- **April 13, 2007**

House Passage (all bills must be passed out of their house of origin by this date):

- **April 24, 2007**



FEDERAL GRANTS

- **Homeland Security Grant Program**
 - **State Homeland Security Program**
 - **Urban Area Security Initiative**
 - **Law Enforcement Terrorism Prevention Program**
 - **Metropolitan Medical Response System**
 - **Citizen Corp**
- **Other Federal Preparedness Programs**



STATE HOMELAND SECURITY PROGRAM (SHSP)

- **Core Assistance Program - \$8,110,000**
 - Planning
 - Equipment
 - Training
 - Exercise Activities
- **Supports**
 - National Preparedness Goal
 - National Incident Management System
 - National Response Plan



URBAN AREA SECURITY INITIATIVE

- **2006 - \$7,750,000**
- **Purpose: Build sustainable capacity to prevent, protect, respond, and recover from terrorist acts in 45 urban areas**
- **Funds**
 - Planning
 - Equipment
 - Training & Exercises
- **Allocation Method**
 - Risk & Effectiveness of Investment



LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM

- **2007 - \$2,728,125*** (Congressional Allocation Formula)
- **Purpose: Support critical terrorism prevention activities, and**
- **Funds**
 - **Establish/Enhance Fusion Centers**
 - **Collaborative Partnerships**
- **Allocation Method**
 - **60% Risk & Effectiveness of Investment**
 - **40% Patriot Act formula**
- **Allowable Activities**



CONSTRUCTIONS & RENOVATION (SHSP, UASI, LETPP)

- **Under \$1M with approval for enhanced security at critical infrastructure**
 - Guard Facilities
 - Change or expand the footprint of a facility
- **Non-construction activities**
 - Improved lighting
 - CCTV
 - Motion detectors
 - Barriers, doors, gates, security enhancements
 - Communication towers



METROPOLITAN MEDICAL RESPONSE SYSTEM (MMRS) PROGRAM

- **2007 - \$258,145**
- **Purpose: Support local preparedness efforts to respond to all-hazards mass casualty incidents**
 - CBRNE terrorism
 - Epidemic disease outbreaks
 - natural disasters
 - large-scale hazardous materials incidents
- **Funds**
 - Equipment (www.rkb.mipt.org)
 - No Construction



CITIZEN CORE PROGRAM

- **2007 - \$179,229**
- **Purpose: Bring community and government leaders together to coordinate community involvement in emergency preparedness, planning, mitigation, response, and recovery**
- **Funds**
 - **Equipment (www.rkb.mipt.org)**
 - **No Construction**
- **Allocation Method**
 - **Patriot Act formula**



EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

- **2007 - \$2,314,546**
- **Purpose: Structure individual emergency management program based on needs and priorities for strengthening emergency management capabilities**
- **Funds**
 - **- Equipment (www.rkb.mipt.org)**
 - **- No Construction**
- **Allocation Method**
 - **- Patriot Act formula**



EMERGENCY MANAGEMENT PERFORMANCE GRANTS

- **2007 - \$2,314,546**
- **Purpose: Comprehensive planning process to enhance emergency management and catastrophic capabilities through strengthened regional relationships and the allocation of resources toward all hazards planning**
- **Funds**
 - **Equipment (www.rkb.mipt.org)**
 - **ADA related construction with 50% match**



OTHER PROGRAMS

- **FEMA Pre-Disaster Mitigation Program**
- **Justice Assistance Grant Program**



COOPERATIVE AGREEMENTS

- **Many federal agencies including DARPA, EPA, and the DOE National Laboratories have programs where they partner to demonstrate new technologies.**
 - **Fusions Center**
 - **Armor**
 - **Communications**



PERMITS & FEES

- LLW
- HLW
- Hazardous Waste



DEFENSE ADVANCED RESEARCH PROJECT AGENCY

**DARPA's original mission was to
prevent technological surprises.**

**DARPA's operating philosophy has
changed in only three ways:**

- *its relationships with the commercial marketplace*
- *its business practices*
- *its emphasis on joint systems*



EXAMPLES OF DARPA- SPONSORED SUCCESS

- ***Microelectronics***
- ***computing***
- ***network communications***
- ***adopting commercial practices***
- ***innovative contracting arrangements***



DARPA's EIGHT STRATEGIC RESEARCH THRUSTS

- *Detection, Precision ID, Tracking, and Destruction of Elusive Surface Targets*
- *Robust, Secure Self-Forming Tactical Networks*
- *Networked Manned and Unmanned Systems*
- *Urban Area Operations*
- *Detection, Characterization and Assessment of Underground Structures*
- *Assured Use Space*
- *Cognitive Computing*
- *Bio-Revolution*



TYPICAL DARPA TECHNICAL PROJECT

- ***\$10-40 million over 4 years***
- ***Single DARPA Program Manager directly controlling efforts and funding***
- ***SETA contractor or contractors supporting the Program Manager in managing the efforts and representing the program with Congress and the Military Services***
- ***An Agent in a military R&D laboratory to provide technical and contracting support***
- ***Five to 10 contractor organizations and two universities executing tasks focused on a specific aggregate goal***

Some projects are under \$1 million and a few are in the hundreds of millions of dollars. However, the management paradigm is the same; the variation is in the amount and type of "hired" assistance.



Urban Environmental Research, LLC

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS (CRADAs)

- *Agreements between government laboratories and nonfederal parties*
- *Participants provide personnel, services, facilities, or equipment for the conduct of specified R&D*
- *The nonfederal parties may also provide funds (no direct funding is provided by the laboratory)*
- *Rights to inventions and other intellectual property are negotiated between the laboratory and participants*
- *Certain data that are generated may be protected for up to five years*



TYPES OF CRADA PARTNERSHIPS

- *technical assistance to solve a specific problem*
- *training in advanced equipment, techniques, and processes*
- *use of expensive or unique facilities*
- *access to patents and software*
- *exchange of personnel*
- *cooperative research*



DOE LABS INVOLVED IN CRADA PARTNERSHIPS

- *Argonne National Laboratory*
- *Brookhaven National Laboratory*
- *Sandia National Laboratory*
- *Los Alamos National Laboratory*
- *Lawrence Berkeley National Laboratory*
- *Oak Ridge National Laboratory*



DOE POLICY REGARDING CRADA FUNDING

- *Federal sources can finance a non-Federal participant's share*
- *Private investment should stimulate collaborations with laboratories*
- *Overall program support should include significant private funds*
- *Participant's CRADA share may come from other Federal programs*
- *Obtaining funds precedes the final CRADA negotiation*
- *Obtaining funds must comply with process rules*
- *Other DOE funds must not constitute a conflict of interest*



DOE R&D CRADA TYPES OF ACTIVITIES

- **Basic Research** – *systematic study directed toward fuller knowledge, may include activities with broad applications in mind*
- **Applied Research** – *systematic study to gain knowledge to meet a specific need*
- **Development** – *systematic application of knowledge directed toward production to meet specific requirements*
- **Equipment** – *major equipment for R&D, includes programs devoted to the purchase or construction of R&D Equipment*
- **Facilities** – *construction and rehabilitation of R&D facilities regardless of whether the facilities are to be used by the Government or by private organization*



OTHER TYPES OF DOE COLLABORATIVE ACTIVITIES

- **Work for Others (WFO)**—A DOE mechanism for providing research and technical assistance to solve problems and provide working models or prototypes for federal agencies, commercial companies, and local, state, and foreign governments. WFO is research or technical assistance done by a DOE Laboratory or Technology Center for a non-DOE entity and is fully funded by the non-DOE entity
- **Personnel Exchange Programs**—Arrangements allowing government or laboratory staff to work in industry facilities, and industry personnel to work in government laboratories and facilities to enhance technical capabilities and support research in specific areas. Costs are borne by the organization sending the personnel



Feasibility Study & Business Plan

Regional Public Safety Complex



Urban Environmental Research, LLC

Submitted at City Council

Date 5/2/07 Item #38

PURPOSE

“Develop a business plan for leveraging local emergency response capabilities through the construction of a new Regional Public Safety Center.”

- Yucca Mountain public safety report follow up***
- Urban Area Security Initiative strategic activity***
- Nevada Vulnerability Threat Assessment Recommendation***
- Congressional Request***



Functions

- MAC
- Incident coordination and support
- Resource tracking
- Incident information collection
- Information analysis and dissemination
- Joint information center
- Area command
- 911/dispatch center
- Intel/Fusion center
- ARMOR Unit
- Training & meeting rooms
- Deployment operations center
- ARMOR training facility
- Deployment operations center
- Day-to-day office space
- Critical infrastructure protection program
- Public safety driving track/training low speed



Phased Regional Public Safety Complex

- **Phase 1 -Intelligence Fusion Center/ARMOR Facility and Emergency Operations Center - \$29.8 Million**
- **Phase 2: Regional 9-1-1 Communications Center - \$11.6 Million**
- **Phase 3: Public Safety Training Center - \$9.9 Million**



Phased Building and Finance Plan Sources and Uses Summary Schedule
(Figures in Millions, expressed in constant 2006\$)

Project Element	Construction (one-time)		
	Phase I	Phase II	Phase III
SOURCES:			
Homeland Security Funding	\$ 2.00	\$ 1.50	\$ -
Other Federal Program Funding	\$ 0.50	\$ 0.50	\$ -
Congressional Appropriations	\$ 15.00	\$ 1.00	\$ -
State Appropriations	\$ 2.00	\$ 0.50	\$ -
Government Land Appropriations	\$ 7.25	\$ 1.45	\$ 4.48
Local Government Resources	\$ 3.03	\$ 6.65	\$ 3.26
TOTAL SOURCES:	\$ 29.78	\$ 11.60	\$ 7.74
USES			
PHASE I			
Regional Emergency Operations Center			
a. Multi-Agency Coordination	\$ 10.71	\$ -	\$ -
Area Command Center	\$ 4.61	\$ -	\$ -
Joint Information	\$ 2.19	\$ -	\$ -
Intelligence Fusion Center / Information Dissemination	\$ 9.26	\$ -	\$ -
Office Space for Day-to-Day Operations	\$ 3.01	\$ -	\$ -
PHASE II			
Primary 9-1-1 Center and Dispatch	\$ -	\$ 11.60	\$ -
PHASE III			
Armor Training Facility	\$ -	\$ -	\$ 3.55
Public Safety Driving Track/Training (Low Speed)	\$ -	\$ -	\$ 4.19
Facility Training and Meeting Rooms	\$ -	\$ -	\$ 2.13
TOTAL USES:	\$ 29.78	\$ 11.60	\$ 9.87

Phased Building and Finance Plan Sources and Uses Summary Schedule
(Figures in Millions, expressed in constant 2006\$)

Project Element	Operations (Annual)		
	Phase I	Phase II	Phase III
SOURCES:			
Homeland Security Funding	\$ -	\$ -	\$ -
Other Federal Program Funding	\$ -	\$ -	\$ -
Congressional Appropriations	\$ -	\$ -	\$ -
State Appropriations	\$ -	\$ -	\$ -
Government Land Appropriations	\$ -	\$ -	\$ -
Local Government Resources	\$ 0.43	\$ 0.66	\$ 1.08
TOTAL SOURCES:	\$ 0.43	\$ 0.66	\$ 1.08
USES			
PHASE I			
Regional Emergency Operations Center			
a. Multi-Agency Coordination	\$ 0.15	\$ 0.15	\$ 0.15
Area Command Center	\$ 0.06	\$ 0.06	\$ 0.06
Joint Information	\$ 0.02	\$ 0.02	\$ 0.03
Intelligence Fusion Center / Information Dissemination	\$ 0.15	\$ 0.15	\$ 0.15
Office Space for Day-to-Day Operations	\$ 0.05	\$ 0.05	\$ 0.05
PHASE II			
Primary 9-1-1 Center and Dispatch	\$ -	\$ 0.23	\$ 0.23
PHASE III			
Armor Training Facility	\$ -	\$ -	\$ 0.23
Public Safety Driving Track/Training (Low Speed)	\$ -	\$ -	\$ 0.15
Facility Training and Meeting Rooms	\$ -	\$ -	\$ 0.04
TOTAL USES:	\$ 0.43	\$ 0.66	\$ 1.09

Next Steps

- Business Plan to BCC & City Councils
- Business Plan to SNRPC
- Business Plan to Congressional delegation
- Review interlocal agreements
- Developed detailed federal funding plan
- Develop detailed private sector funding plan
- Develop local revenue funding plan
- Siting Analysis



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007**DEPARTMENT: CITY MANAGER****DIRECTOR: DOUGLAS A. SELBY**☐ Consent ☒ Discussion**SUBJECT:****ADMINISTRATIVE:**

Discussion and possible action regarding an Exclusive Negotiation Agreement between City Parkway V, Inc., and Palmer City-Core Union Park Hotel, LLC, to undertake due diligence for the feasibility of developing a boutique hotel on Parcel G in Union Park, located on a portion of the undeveloped lot which is North of Bonneville Avenue, East of Grand Central Parkway, South of the Ogden Avenue underpass, and West of the Union Pacific Railroad (a portion of APN 139-34-110-004) - Ward 5 (Williams)

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

The Developer is a partnership between Mill Creek Hospitality, LLC, and City-Core Development, Inc. The Developer is seeking to develop and operate a 4-star boutique hotel with branded, upscale restaurants on Parcel G in Union Park. The proposed hotel would include a minimum of 200 hotel rooms, 100 condo-hotel rooms, and an on-site parking garage. This Exclusive Negotiation Agreement gives the Developer 180 days to study feasibility of this project and establishes terms for a future disposition and development agreement (DDA). These fixed DDA terms are a purchase price of \$9,686,952 (or \$72 per gross square foot), a non-refundable deposit equal to 5 percent of the purchase price, and a contribution from City Parkway for on-site remediation costs of up to \$12 per gross square foot. Additional terms, including a development schedule and deadline for payment of the full purchase price and transfer of title, will be negotiated and included in the future form of the DDA.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Exclusive Negotiation Agreement
2. Site Map
3. Submitted at meeting – Written comments by Tom McGowan

Motion made by BRENDA J. WILLIAMS to Approve as recommended

CITY COUNCIL MEETING OF: MAY 2, 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, went over the information under the Subject and Purpose/Background sections. He showed a map depicting the location of the proposed development within Union Park. The four-star hotel shall have a minimum of 400 rooms, some of which will be hotel rooms and some hotel condominium units. As part of the DDA, the project will require a resolution making an AB 312 finding, because the property was not auctioned and the purchase price represents the average of the two appraisals. Also, approval of the agreement is subject to Newland Communities' and the Performing Arts Center's developing rights and will require some block swapping. He recommended approval.

DOUG LEIN, Charlie Palmer Hotel Group, appeared with RICK KAUFMAN, representing Palmer City-Core Union Park Hotel, LLC, and RICHARD FEMENELLA, Chief Financial Officer of the Palmer Group in New York City and in Las Vegas. MR. KAUFMAN said the project will include two Charlie Palmer restaurants and all the amenities of a property of its caliber. MR. FEMENELLA said the project will be fabulous.

MAYOR GOODMAN expressed excitement about the project, as it will become symbolic for other similar projects around the world.

TOM McGOWAN, Las Vegas resident, questioned the square footage and rental rates of the rooms. MAYOR GOODMAN said those details would be discussed during negotiations. MR. ADAMS pointed out that a boutique hotel in Las Vegas is much larger than in other cities and very upscale.

COUNCILWOMAN WILLIAMS expressed her appreciation for the detailed briefing she received. She is very excited about this project.

See Item 40 for related discussion.

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "*Agreement*") is entered into this 2nd day of May, 2007, by and between City Parkway V, Inc., a Nevada nonprofit corporation (hereinafter "*CPV*") and Palmer City-Core Union Park Hotel, LLC, a Nevada limited liability company (hereinafter "*Developer*"), on the terms and provisions set forth below. CPV and Developer may be referred to herein to singularly as a "*party*" and collectively as the "*parties*". This Agreement shall be effective on that date (the "*Effective Date*") which the City Council of the City of Las Vegas ("*City*") approves the execution 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 located in that certain development in downtown Las Vegas, Nevada known as Union Park and more fully described below in Section 2 (the "*Site*");

B. Developer and CPV mutually desire to enter into this Agreement in order for CPV and Developer to determine the feasibility of Developer's intended development of the 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 ("*PM*"), Newland has certain rights and responsibilities with respect to the marketing and disposition of property within Union Park including 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 on one hundred eighty (180) days after the Effective Date (the "*Term*"). CPV agrees, however, that if the PAC/Newland Amendments (hereinafter defined) are not approved by City by May 18, 2007, then the Term shall automatically be extended by one (1) additional day for each day after that date until the date that the PAC/Newland Amendments are approved by City, provided, however, that in no event shall the Term be extended for more than a total of ninety (90) days without the prior

written consent of CPV and Developer, which consent shall not be unreasonably withheld, but in no event shall the Term be extended for more than a total of 180 days.

-2. Site; Purchase Price; DDA Contingency.

(a) The Project (defined below) is intended to be developed on that parcel of real property consisting of approximately 3.088 acres, consisting of 134,541 gross square feet of land and 96,645 net buildable square feet of land which is known as Parcel G and located within Union Park as depicted on **Exhibit "A"** attached hereto and hereby made a part of this Agreement (the "*Site*"). The actual legal description of the Site will be finalized by a survey provided by Developer and approved by CPV which approval shall not be unreasonably withheld (the "*Survey*").

(b) The purchase price for the Site will be seventy-two dollars (\$72.00) per gross square foot of land within the Site. Based on 134,541 gross square feet of land the purchase price would be \$9,686,952.00. The final purchase price will be adjusted based on the final determination of the gross square feet of land in the Site as disclosed by the final Survey.

(c) To the extent Developer is eligible and qualified, Developer may apply during the Term (as the same may be extended in accordance with Section 1) to, and seek from, the City of Las Vegas Redevelopment Agency or other governmental agencies the maximum amount of any available rebate, discount or offset of taxes and fees, including, without limitation, future property taxes (tax increment) to be paid as a result of the construction of the Project.

(d) Developer acknowledges that the Site is currently subject to existing agreements between CPV and Newland and the Performing Arts Center (the "*PAC/Newland Agreements*"). CPV intends to have the PAC/Newland Agreements amended whereby the interests in the Site of the Performing Arts Center and Newland are extinguished and the respective projects are relocated to another portion of Union Park. Developer acknowledges that such amendments are subject to the approval of the City Council of the City and, while CPV will exercise its good faith efforts to obtain such approval, CPV does not warrant or guaranty any such approval. In the event such approval is not obtained for any reason whatsoever, then (i) CPV will not be able to enter into the DDA (hereinafter defined) and (ii) CPV will not be able to close the sale of the

Site to Developer. Developer agrees that in such event that CPV shall have no liability whatsoever to Developer, including any obligation to reimburse Developer for any costs or expenses incurred by Developer in conducting its feasibility analysis of the development of the Site. In the event approval of the City Council to the PAC/Newland Amendments is not obtained by the expiration of the Term (as the same may be extended in accordance with Section 1), this Agreement shall automatically terminate and be of no further force and effect and the Deposit (defined below) together with any interest that has accrued thereon shall be refunded to Developer.

3. Project. Developer and CPV agree that Developer's intended development of the Site will consist of the following project (the "*Project*"): (i) a not less than 400 unit condominium and hotel project with a quality level equal to a four-star full-service hotel, (ii) townhouses, retail spaces and all accessory uses appurtenant thereto and (iii) an integrated onsite parking garage serving all of the parking requirements of the hotel and other uses. In addition, Developer acknowledges and agrees that (i) there will be a private road between the Site and the adjoining Parcel F, (ii) the Site and Parcel F will both be subject to a reciprocal easement agreement governing the use of such private road, (iii) Developer will be required to construct one-half of such private road and (iv) the Site and Parcel F will be required to share equally the maintenance expenses of such private road.

4. Feasibility Analysis.

(a) Developer agrees to conduct during the Term all due diligence activities Developer determines to be necessary or required to determine the feasibility of the Project. Such due diligence activities shall include, but are not 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 Project on the Site.
- (ii) A conceptual site plan showing building footprints, parking requirements and configuration, ingress and egress and traffic flow solutions.
- (iii) Conceptual renderings of the buildings.
- (iv) A development timeline for the development and construction of the Project.

(v) Completion by Developer of complete Site due diligence including all geophysical and environmental reviews and submission of a remediation plan.

(vii) In the event Developer desires to include a joint venture partner in all or any portion of the Project, the submission of the identity of such partner, the respective percentage ownership of all parties constituting Developer and the management control of Developer for CPV approval which approval shall not be unreasonably withheld.

(viii) Submission of a plan of financing for the development and operation of the Project, including all third party loans and sources of equity.

All non-proprietary reports and studies pertaining to the Site and 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. Notwithstanding the foregoing, if CPV is in default of this Agreement and CPV still requires (at its option) delivery of such materials, CPV shall be required to pay Developer's actual out-of-pocket costs for such materials prior to delivery by Developer of such materials to CPV.

(b) CPV agrees that during the Term (as the same may be extended in accordance with Section 1) neither CPV, Newland or any of their agents shall negotiate, directly or indirectly, with any person or entity any matters regarding development, sale, lease or other dispositions of the Site or any portion thereof. Such exclusive shall apply to the Site only and shall not apply to any other portion of Union Park including any other use of Union Park.

(c) 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 Development Concept. 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 Rita Brandin. Developer and CPV agree to meet no less than one time a month in connection with the feasibility analysis of the Site and Project.

5. Developer Site Access.

(a) CPV authorizes Developer and its employees, agents, representatives, architects, engineers, consultants and contractors to access the Site to conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments, boundary and topographic surveys, and any other due diligence as Developer deems necessary ("*Due Diligence Investigations*") for the development of the 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 and fails to close the purchase of the Site, the soils so disturbed will be recompactd 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 recompactd to substantially their original condition as of the date of the soil disturbance. CPV agrees that as an alternative to filling and recompactd borings with soil, Developer may fill such borings with neat cement or bentonite in compliance with the Nevada Department of Environmental Protection's fact sheet for filling abandoned wells and subject to the approval of CPV which approval shall not be unreasonably withheld. 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 Section 5(a) 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. CPV agrees to take possession of such materials within thirty (30) days of Developer's written notice to CPV that such materials are ready for CPV to take possession. Developer shall not bear any responsibility for any investigation, risk assessment, removal, treatment, corrective action, remediation, cleanup, storage beyond thirty (30) days as provided above, disposal or permitting relating to any such substances or materials under this Agreement. 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. Notwithstanding the foregoing, if CPV is in default of this Agreement and CPV still requires (at its option) delivery of such materials, CPV shall be required to pay Developer's actual out-of-pocket costs for such materials prior to delivery by Developer of such materials to CPV.

(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 Agreement. Notwithstanding the foregoing, no indemnification shall be required hereunder to the extent that the any claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs are the result of CPV's negligence, wrongful misconduct or material breach of this Agreement. Developer agrees to obtain and to furnish to CPV prior to or concurrent with execution of this Agreement, 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.

6. Disposition and Development Agreement; Purchase Price; Effect of Agreement.

(a) Developer and CPV agree to negotiate in good faith during the Term (as the same may be extended in accordance with Section 1) a form of Development and Disposition agreement whereby CPV agrees to sell and Developer agrees to purchase the Site for the development of the Project (the "DDA").

(b) The parties agree that in the event a DDA is entered into that the purchase price for the Site will be seventy-two (\$72.00) per gross square foot of land within the Site. Based on 134,541 gross square feet of land the purchase price will be \$9,686,952.00. The final purchase price will be adjusted based on the final determination of the gross square feet of land in the Site as disclosed by the final Survey. Upon execution of the DDA, Developer will be required to deposit a total of five percent (5%) of the purchase price as an earnest money deposit which shall be nonrefundable except upon CPV's default or upon CPV's other failure to perform. The earnest money deposit shall be applicable to payment of the purchase price.

In addition, the DDA shall provide that CPV shall contribute up to \$12 per gross square feet of land in the Site (as finally determined by the Survey) for the environmental

remediation of the Site required and undertaken by Developer. The remediation plan for the Site and the Project will be agreed to by CPV and Developer as part of the negotiations of the DDA. Developer and CPV agree and acknowledge that the exact fair market value of the Site is difficult to ascertain, but that the Gross Purchase Price upon the Effective Date of this Agreement is a fair estimate of fair market value of the Site on a per gross square foot basis. 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 independent and confidential appraisal of the 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 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) If Developer reasonably determines during its Due Diligence Investigations that the \$12.00 remediation cost cap is insufficient to cover remediation costs Developer anticipates incurring, Developer shall provide written notice and any supporting documentation to CPV, at the earliest practical opportunity, that Developer wishes to negotiate an increase to the amount of the remediation cost cap. If, after CPV's receipt of such written notice, CPV and Developer do not agree in writing (in their respective sole discretion) upon a modified remediation cost cap within thirty (30) days, then either party may terminate this Agreement at any time by delivering written notice of termination to the other party. In such case, the Deposit shall be refunded to Developer in full in accordance with Section 8 below..

(d) 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 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 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. Execution of this Agreement by CPV 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 as to any and all proceedings and decisions in connection therewith.

7. Developer Ownership.

(a) Developer is Palmer City-Core Union Park Hotel, LLC, a Nevada limited liability company, a joint venture between Mill Creek Hospitality LLC and City-Core Development, Inc. The principal office of Developer is 2352 Post Street, Suite 200, San Francisco, California 94115.

(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.

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 "B"**, 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.

8. Good Faith Deposit. In order to secure Developer's good faith performance of its obligations under this Agreement, Developer shall deposit with CPV no later than seven (7) business days after the Effective Date the sum of \$242,173.80 (the "*Deposit*"). The Deposit shall be held by CPV in an interest bearing account with Nevada Title

Company at 2500 North Buffalo Drive, Las Vegas, Nevada 89128 and applied in accordance with this Section 8. CPV will notify Developer in the event CPV places the Deposit with another escrow company. In the event Developer does not perform its obligations hereunder and this Agreement is terminated pursuant to Section 11(a) below, the Deposit and all interest thereon shall be retained by CPV as full and liquidated damages. In the event that either (i) (x) Developer performs all of its obligations under this Agreement and (y) the Parties do not enter into a DDA or (ii) this Agreement is terminated by Developer pursuant to Section 6(c) above or Sections 11(b) or Section 11(c) below, the Deposit and all interest thereon shall be returned to Developer on the later of (A) thirty (30) days after the expiration of the Term or termination of this Agreement (as the case may be) or (B) the date that CPV is reasonably satisfied that Developer has complied with Sections 4(a), 5(c) of this Agreement and that there are no outstanding matters covered by Developer's indemnity in Section 5(e) above, provided, however, that if CPV does not notify Developer within ninety (90) days after the expiration of the Term of any unsatisfied obligations pursuant to Sections 4(a), and 5(c) or any pending matters covered by Section 5(e), CPV shall refund the Deposit and all interest thereon in full. In the event the Parties enter into the DDA, the Deposit and all interest thereon shall be applied to the five percent (5%) earnest money required under the DDA. In consideration of CPV's agreement to place the Deposit into an interest bearing account, Developer agrees to pay any reasonable escrow costs related to the termination of the escrow account into which the Deposit is placed in the event a DDA is not entered into for any reason whatsoever.

9. 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.

10. 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.

11. Default; Developer Termination.

(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 thirty (30) days after written notice by CPV, then CPV shall have the right to immediately terminate this Agreement upon written notice to Developer, provided, however, that if such default cannot be reasonably cured within thirty (30) days Developer shall not be in default so long as Developer is diligently proceeding to cure such default and such default in all events is cured within seventy-five (75) days.. In the event of such termination then CPV shall be entitled to retain the full amount of the Deposit as it sole and exclusive remedy. **IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN CPV AND DEVELOPER (A) THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF DAMAGES CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF SUCH SUM TO THE RANGE OF HARM THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT, AND (B) THAT CPV'S ACTUAL DAMAGES FOR ANY**

SUCH BREACH BY DEVELOPER HEREUNDER WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

(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 and receive a full refund of the Deposit and all interest thereon pursuant to the terms of Section 8 above. Neither CPV nor the City shall be liable for any damages, lost profits, expense reimbursements or other costs of Developer.

(c) CPV agrees that Developer shall have the right to terminate this Agreement upon fifteen (15) days written notice to CPV in the event (i) that Developer in good faith determines that as a result of its Due Diligence Investigations, or otherwise, the development of the Project on the Site is not feasible or (ii) a sports stadium is approved for Union Park at anytime during the Term (as the same may be extended in accordance with Section 1). Developer shall provide in such written notice the reasons for Developer's determination along with any documentation or analyses supporting such determination. In the event this Agreement is terminated pursuant to this paragraph (c), Developer shall receive a full refund of the Deposit and all interest thereon pursuant to the terms of Section 8 above.

12. 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:

Palmer City-Core-Union Park Hotel, LLC
Attn: City-Core Development, Inc.
2352 Post Street, Suite 200
San Francisco, CA 94115
Phone: 415-820-5200
FAX: 415-820-5215

With a copy to

Mill Creek Hospitality LLC
34 East 61st Street
New York, New York 10021
Attn: Timothy M. Bartley
Phone: (212) 980-0369_ext.23
FAX: (212) 750-8613
And:

Scott C. Smith, Esq.
Hanson, Bridgett, Marcus, Vlahos & Rudy, LLP
425 Market St., 26th Floor
San Francisco, CA 94105
direct telephone: (415) 995 5892

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

13. 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 13 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.

14. 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 14 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.

15. Time of the Essence. Time is of the essence in this Agreement and each and every term and provision hereof.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

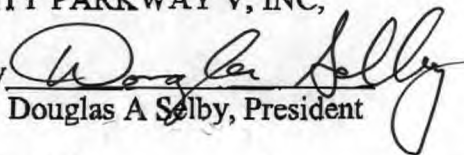
SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth beneath their respective signatures below.

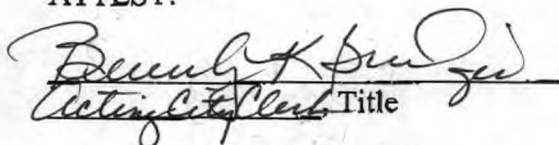
CPV

CITY PARKWAY V, INC,

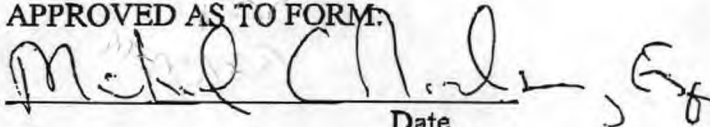
By


Douglas A Selby, President

ATTEST:


Beverly K. Bridges Title

APPROVED AS TO FORM:


Date 4/23/07

DEVELOPER

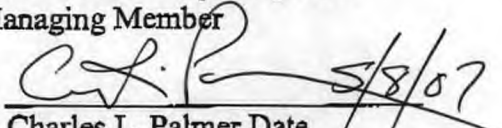
PALMER CITY-CORE UNION PARK

HOTEL, LLC, a Nevada limited liability company

By: Mill Creek Hospitality LLC

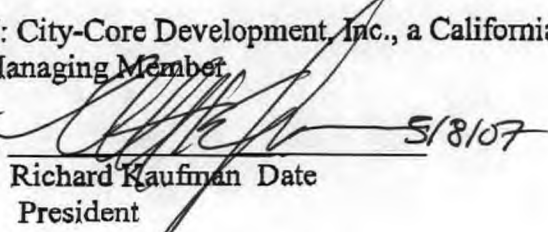
A Managing Member

By:


Charles L. Palmer Date 5/8/07

BY: City-Core Development, Inc., a California corporation,
a Managing Member

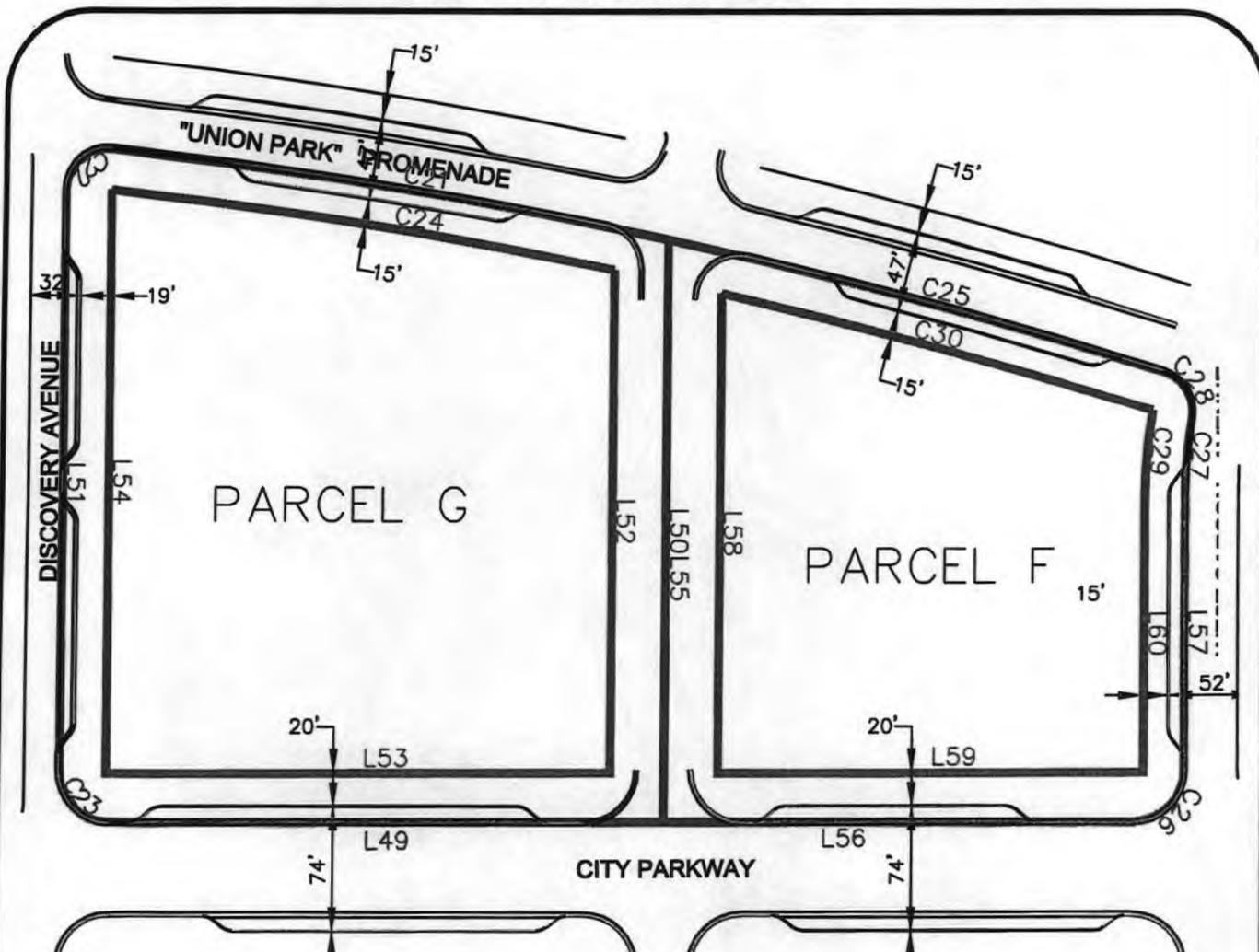
By:


Richard Kaufman Date 5/8/07
President

LIST OF EXHIBITS

EXHIBIT "A"	SITE DEPICTION
EXHIBIT "B"	PRINCIPALS DISCLOSURE FORM
EXHIBIT "C"	LIST OF ENVIRONMENTAL INFORMATION

EXHIBIT "A" - SITE DEPICTION



LINE TABLE		
LINE	LENGTH	BEARING
L41	633.48	N87°35'16"E
L42	353.04	N82°04'44"W
L43	880.94	S27°33'43"W
L44	284.18	S67°33'34"E
L45	238.02	N87°33'34"E
L46	471.57	N27°33'43"E
L47	234.02	S82°04'44"E
L48	447.74	S27°33'16"W
L49	327.86	N27°33'43"E
L50	345.09	N82°04'34"W
L51	344.04	S82°04'44"E
L52	288.31	S82°03'12"E
L53	257.88	S27°33'23"W
L54	345.72	N82°04'44"W
L55	345.09	S82°04'34"E
L56	277.75	N27°33'43"E
L57	152.84	N82°04'34"W
L58	284.04	S82°03'12"E
L59	251.73	N27°33'43"E
L60	163.84	N82°03'24"W

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C21	334.81	3295.50	8°40'15.5"	187.55'
C22	42.03	25.00	98°16'33.3"	27.82'
C23	47.14	30.00	90°01'32.5"	30.01'
C24	301.88	3271.50	8°17'11.1"	181.03'
C25	304.70	3200.58	8°27'15.2"	182.47'
C26	47.10	30.00	88°57'07.1"	28.97'
C27	48.45	257.00	8°28'04.7"	23.22'
C28	38.02	25.00	82°33'38.4"	21.85'
C29	81.46	322.97	8°08'08.5"	25.80'
C30	285.83	3257.47	4°38'38.3"	132.85'

PARCELS F & G

PARCEL F GROSS
AREA = 94,311 S.F.

PARCEL F NET
AREA = 63,632 S.F.

PARCEL G GROSS
AREA = 134,541 S.F.

PARCEL G NET
AREA = 96,645 S.F.

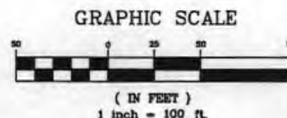


EXHIBIT "B" – PRINCIPALS DISCLOSURE FORM

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	Development Entity
	PALMER CITY-CORE UNION PARK HOTEL, LLC
Name	PALMER CITY-CORE UNION PARK HOTEL, LLC
Address	2352 Post Street Suite 200 San Francisco, CA 94115
Telephone	415-820-5200
EIN or DUNS	IN PROCESS

Block 2	Description
	Subject Matter of Contract/Agreement:
	Exclusive Negotiation Agreement
RFP #:	

Block 3	Type of Business
☐	Individual
☐	Partnership
☒	Limited Liability Company
☐	Corporation

Block 4	Disclosure of Ownership and Principals		
In the space below, the Development Entity must disclose all principals (including partners) of the Development Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Development Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Mill Creek Hospitality LLC	34 East 61 st Street New York, New York 10021	(212) 980-0369x23
2.	City-Core Development, Inc.	2352 Post Street, Suite 200 San Francisco, California 94115	(415) 820-5200
3.	Charles R. Palmer	34 East 61 st Street New York, New York 10021	(212) 980-3563
4.	Richard H. Kaufman	2352 Post Street, Suite 200 San Francisco, California 94115	(415)820-5200x103
5.			
6.			
7.			
8.			
9.			

10.		
-----	--	--

The Development 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

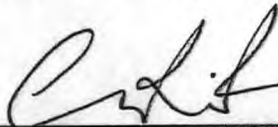
If the Development Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure 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 Development Entity.



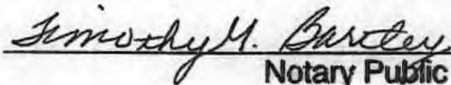
Name

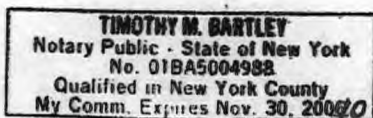
4/19/07

Date

Subscribed and sworn to before me this 19TH day of

APRIL, 2007.


Notary Public



Block 5 - Disclosure of Ownership and Principals - Alternate

If the Development 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: CERTIFICATE - DISCLOSURE OF OWNERSHIP / PRINCIPALS
Date of Attached Document: 4/20/07 Number of Pages: 2

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 Development Entity.

By: [Signature] President of Cytocine
Name Development, Inc.
April 20, 2007
Date

Subscribed and sworn to before me this _____
day of _____

_____, 2007.

SEE ATTACHED ACKNOWLEDGEMENT
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On 4/20/07 before me, Michelle Nolasco
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared RICHARD H. KAUFMAN
Name(s) of Signer(s)

☒ personally known to me

☐ (or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

Document Date: 4/20/07 Number of Pages: 2

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: RICHARD KAUFMAN

- ☐ Individual
- ☒ Corporate Officer — Title(s): PRESIDENT
- ☐ Partner — Limited General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — Limited General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



EXHIBIT "C"

List of Environmental Information

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 Easement 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

EXHIBIT "C"
List of Environmental Information

- 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) Trusetee'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) Environm ental 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
 - Phaselexec.pdf
 - Phasellexec.pdf

- 10 Preliminary Geotechnical Studies – Converse Consultants.pdf, June 27, 2002
 - Northern Prelim. Geotech.pdf
 - Southern 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 2001Groundwater 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-annual 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

EXHIBIT "C"
List of Environmental Information

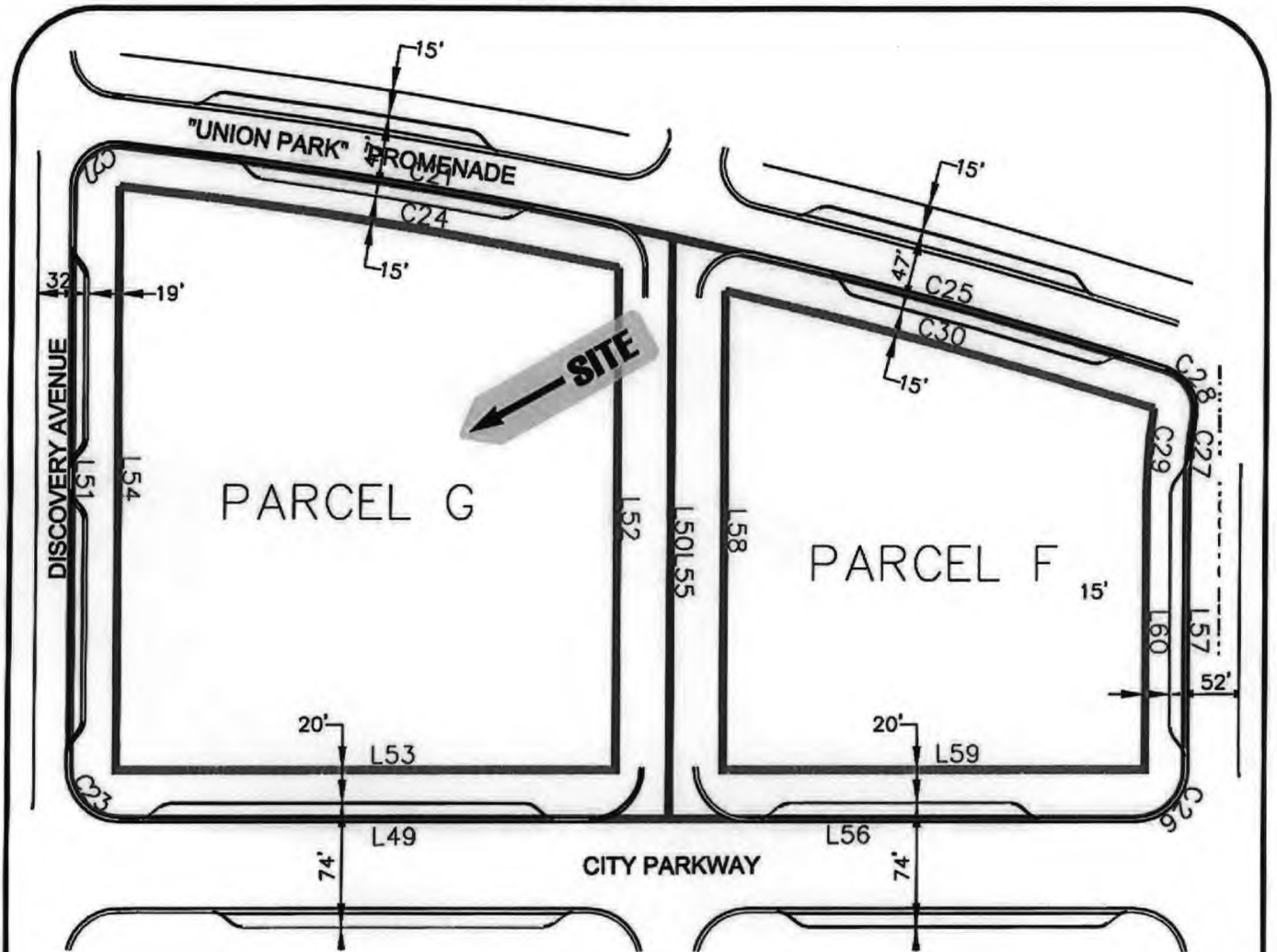
19) 1st Half 2005 Semi-annual Compliance Report.pdf
TABLE 2 Groundwater Analytical Data 06-16-2004.xls
UP letter Jan 7 2004.tif
Well Monitoring Modification Plan 05-06-2004.tif

12

Maps

01) Union Park Concentration.pdf
02) Union Park Contamination.pdf
03) Union Park remediation.pdf
04) Remediation Depth.jpg

SITE MAP



LINE TABLE		
LINE	LENGTH	BEARING
L41	533.45	N27°55'15"E
L42	283.04	N82°04'44"W
L43	580.34	S27°53'45"W
L44	284.15	S87°53'54"E
L45	235.02	N87°53'54"W
L46	471.57	N27°53'45"E
L47	234.02	N82°04'44"E
L48	457.74	S27°53'18"W
L49	327.88	N27°53'45"E
L50	345.09	N82°03'34"W
L51	344.04	S82°04'44"E
L52	288.51	S82°03'12"E
L53	277.25	S27°53'23"W
L54	345.72	N82°04'44"W
L55	345.09	S82°03'34"E
L56	277.75	N27°53'45"E
L57	182.84	N82°03'26"W
L58	284.54	S82°03'18"E
L59	281.73	N27°53'45"E
L60	183.84	N82°03'24"W

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C21	334.81	3285.50	8°48'18.5"	187.55
C22	49.03	25.00	88°15'33.5"	27.92
C23	47.14	30.00	87°01'32.5"	30.01
C24	301.85	3271.50	8°17'11.1"	181.03
C25	304.70	3200.50	8°27'18.5"	182.47
C26	47.10	30.00	88°57'07.1"	29.97
C27	48.45	257.00	8°38'08.7"	23.28
C28	38.02	25.00	82°33'28.6"	21.85
C29	51.46	322.57	9°08'08.8"	26.60
C30	285.53	3047.47	4°58'32.5"	132.85

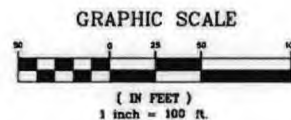
PARCELS F & G

PARCEL F GROSS
AREA = 94,311 S.F.

PARCEL F NET
AREA = 63,632 S.F.

PARCEL G GROSS
AREA = 134,541 S.F.

PARCEL G NET
AREA = 96,645 S.F.



TM/LAS CNCL MTS: [9th WED. 2 MAY '07 (CNCL. CHMB) (CHS MAY 06)]
Public comment: -- .. < (Ind) > --

Agenda Item #39. Tom McGowan; Las Vegas Resident. ~ Define 'Boutique' Hotel. How many stories? What's the square foot area and the rental rate of the hotel rooms. ~ Thank you.

Item #40. Tom McGowan; Las Vegas Resident. ~ When and where was the subject planning and development project opened for public participation in the democratic process at the pre-decision making stage(?), and 'if never', or 'not', ~ why not? ~ Thank you.

Item #41. Tom McGowan; Las Vegas Resident. ~ Without impugment of the applicant, ~ How many 'massage' establishments are currently licensed in the city of Las Vegas (?), and ~ How many 'massage' establishments have been determined as engaged in prostitution and/or human slavery trafficking? ~ Thank you.

Item #49. Tom McGowan; Las Vegas Resident. ~ The same questions are applied to Item #49. as were asked during Item #41. ~ Thank you.

Item #50. Tom McGowan; Las Vegas Resident. ~ I recommend you name the park: 'The Tule Springs Municipal Park', and you name the public rest rooms: 'The Flood Land Commemorative Public Rest Rooms'. ~ Thank you

Item #56. Tom McGowan; Las Vegas Resident. ~ As previously stated, the subject item is the inaccurate and incomplete product of a 'Hidden Agenda' expediently engaged in the misrepresentation, fraud, extortion of both public and private funds in furtherance of a wholly subjective, limited special interested agenda, and therefore constitutes malfeasance of office and misfeasance of both public and private funds. Appropriate complaints will be filed with both state and federal investigative agencies, pursuant to remediation in accordance with applicable law. ~ ~~Thank you.~~

(In relevant sidebar: ~ Consent Agenda Item #13, is in violation of NRS 241, the Nevada Open Meeting Law, and will also be the subject of complaint. ~ (1.)

(Cont'd) ~

Thank you.)

Submitted at City Council
Date 5/2/07 Item #39

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY MANAGER

DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:

ADMINISTRATIVE:

Discussion and possible action regarding a Third Amendment to the Project Management and Consulting Agreement by and among City Parkway V, Inc., the City of Las Vegas, and Newland Communities, LLC, for the project management of Union Park, located North of Bonneville Avenue, East of Grand Central Parkway, South of the Ogden Avenue underpass, and West of the Union Pacific Railroad Line (APNs 139-34-110-004 and 139-33-611-001) - Ward 5 (Williams)

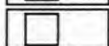
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The Project Management and Consulting Agreement defines the consulting responsibilities of Newland Communities, LLC for the design and development of Union Park. This Agreement also defines compensation for Newland's fulfillment of these responsibilities. This compensation includes certain fees, as well as the provision of certain development rights in Union Park. This Third Amendment to the Project Management and Consulting Agreement amends Newland Communities' development rights to include rights to develop Parcel C, Parcel D, Parcel F, Parcel L, Parcel N, Parcel O1, and Parcel O2, and clarifies the process by which Newland can exercise such development rights.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Third Amendment to Project Management and Consulting Agreement
2. Disclosure of Principals
3. Supplemental Letter and Chart of Ownership Structure from Newland Communities
4. Site Map
5. Submitted at meeting – Written comments by Tom McGowan

Motion made by BRENDA J. WILLIAMS to Approve as recommended

CITY COUNCIL MEETING OF: MAY 2, 2007

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)

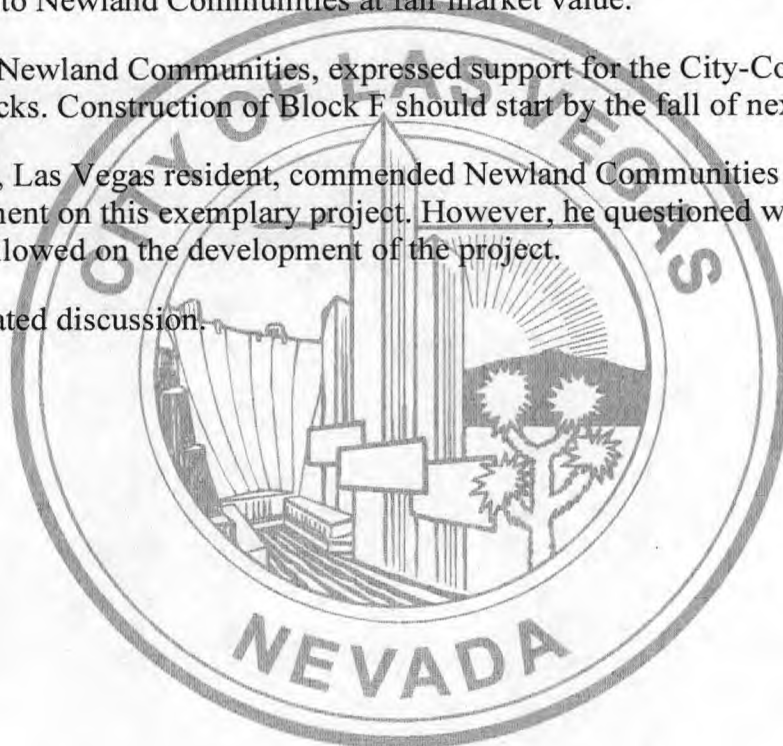
Minutes:

SCOTT ADAMS, Director of the Office of Business Development, reported that, as part of the original agreement, the City committed six core Union Park blocks for development to Newland Communities. One of those conflicted with the block that City-Core would like for the development of its boutique hotel. Hence, discussions have been held with Newland Communities about exchanging Block L. MAYOR GOODMAN noted that the committed six blocks will be sold to Newland Communities at fair market value.

RITA BRANDIN, Newland Communities, expressed support for the City-Core project and for exchanging the blocks. Construction of Block F should start by the fall of next year.

TOM McGOWAN, Las Vegas resident, commended Newland Communities and the Office of Business Development on this exemplary project. However, he questioned when public participation was allowed on the development of the project.

See Item 39 for related discussion.



THIRD AMENDMENT TO PROJECT MANAGEMENT AND CONSULTING AGREEMENT

THIS THIRD AMENDMENT TO PROJECT MANAGEMENT AND CONSULTING AGREEMENT ("Third Amendment") is entered into as of the Third Amendment Effective Date (defined below) by and among CITY PARKWAY V, INC., a Nevada non-profit corporation ("Owner"), the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada ("City") and NEWLAND COMMUNITIES, LLC, a Delaware limited liability company ("Project Manager").

RECITALS

A. Owner and City (collectively, the "City Parties") and the Project Manager entered into that certain Project Management and Consulting Agreement dated as of December 21, 2005 (the "Original Agreement"). The City Parties and the Project Manager executed that certain First Amendment to Project Management and Consulting Agreement (the "First Amendment") which becomes effective on the date on which the Las Vegas City Council has approved the First Amendment to Agreement to Design, Construct and Lease a Performing Arts Center, between the City and the Las Vegas Performing Arts Center Foundation. The City Parties and the Project Manager executed that certain Second Amendment to Project Management and Consulting Agreement which became effective on the Second Amendment Effective Date (the "Second Amendment"). The Original Agreement, the First Amendment and the Second Amendment are referred to herein collectively as the "Existing Agreement", and together with this Third Amendment, as the "Agreement."

B. Capitalized terms used in this Third Amendment and not otherwise defined herein shall have the meaning ascribed to such terms as set forth in the Original Agreement, the First Amendment and the Second Amendment, as applicable.

C. The City Parties and the Project Manager desire to amend the Existing Agreement to reflect intervening events since the execution of the First Amendment and the Second Amendment.

TERMS AND CONDITIONS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City Parties and Project Manager hereby agree as follows:

1. Reserved Blocks. The definition of "Reserved Blocks" set forth in Article I of the Existing Agreement is hereby deleted and replaced with the following:

"Reserved Blocks" means Blocks C, D, F, N, O-1, O-2 and L as identified in the Master Plan. The acreage of each such lettered Block is shown in Exhibit E attached hereto, subject to boundary adjustments and other minor changes as are mutually agreeable to the City Parties and the Project Manager, or as may be necessary or appropriate to accomplish orderly development of the Project or to reflect any changes in the Master Plan. Block G is not a Reserved Block.

2. Replacement of Exhibit E. Exhibit E attached to the Existing Agreement (as referred to in the definition of "Reserved Blocks" in Article I of the Existing Agreement) is hereby deleted and replaced with the document attached hereto and designated as Exhibit E showing the designation of Reserved Blocks in effect as of the Third Amendment Effective Date.

3. Section 5.1(a). Section 5.1(a) of the Existing Agreement is hereby deleted and replaced with the following:

(a) Term. In consideration for Project Manager's provision of services for Owner's benefit in accordance with this Agreement, Owner hereby grants to Project Manager an option to purchase the Reserved Blocks at then fair market value determined in accordance with Section 5.3 (the "Reserved Block Option Right"). The term of the Reserved Block Option Right shall commence on the Effective Date of this Agreement and shall expire on June 30, 2008 if Project Manager has not consummated the acquisition of Block F on or before June 30, 2008; provided, however, that the term of the Reserved Block Option Right shall be extended automatically due to (i) Unavoidable Delay (except for any delay associated with either work stoppages or the presence of known Hazardous Materials), (ii) delay associated with the determination of the purchase price in accordance with Section 5.3 below, (iii) delay associated with City's approval of a subdivision map or similar entitlement, if such map or entitlement would be necessary for Project Manager's acquisition of fee title to Block F, or (iv) City's failure to complete funding of construction of the Phase I Infrastructure Improvements by June 30, 2008, or failure of any of Project Manager's conditions precedent to Closing as set forth in the Project Manager DDA. If Project Manager timely consummates the acquisition of Block F in accordance with this Section 5.1(a), then the term of the Reserved Block Option Right shall be extended to allow Project Manager's acquisition of Block C in accordance with this Section 5.1. If Project Manager timely consummates the acquisition of Block C in accordance with this Section 5.1, then the term of the Reserved Block Option Right shall be extended to allow Project Manager's acquisition of the balance of the Reserved Blocks in accordance with Section 5.1(b) below. If Project Manager does not timely consummate the acquisition of Block F and Block C in accordance with this Section 5.1, then Project Manager agrees to execute and deliver to Owner a quitclaim deed allowing removal of the Option Memorandum (defined in Section 5.4 below) and to cause removal from the Reserved Blocks of any other lien (materialman's or otherwise) which arose as a result of Project Manager's act or omission, in order to restore clear title of the Reserved Blocks which have not been acquired by Project Manager to Owner at its earliest practicable convenience, but in any event, no later than forty-five (45) days after the expiration of the Reserved Block Option Right.

4. Section 5.1(b). The third sentence of Section 5.1(b) of the Existing Agreement is hereby deleted and replaced with the following:

Project Manager's exercise of the Reserved Block Option Right must apply to all of the Reserved Blocks (i.e., Project Manager must elect to acquire all or none of

the Reserved Blocks); provided, however, that Project Manager may acquire the Reserved Blocks in up to five phases so long as (x) Project Manager acquires Block F on or before the deadline (as may be extended) prescribed by Section 5.1(a) above, (y) Project Manager acquires Block C on or before the Block C Closing Date (as may be extended) prescribed by Section 5.1(c) below, and (z) the last sequential Reserved Block is acquired no later than December 31, 2012.

5. Section 5.1(c). A new Section 5.1(c) is added to the Existing Agreement as follows:

(c) Reserved Block C Takedown. Owner and Project Manager agree that the consummation of the acquisition of Block C shall occur on or before March 31, 2009 (the "Block C Closing Date"); provided, however, that the Block C Closing Date shall be extended automatically due to (i) Unavoidable Delay (except for any delay associated with either work stoppages or the presence of known Hazardous Materials), (ii) delay associated with the determination of the purchase price in accordance with Section 5.3 below, (iii) delay associated with City's approval of a subdivision map or similar entitlement, if such map or entitlement would be necessary for Project Manager's acquisition of fee title to Block C, or (iv) City's failure to complete funding of construction of the Phase I Infrastructure Improvements by June 30, 2008, or failure of any of Project Manager's conditions precedent to Closing as set forth in the Project Manager DDA; and provided further, that the Block C Closing Date shall not be less than 270 days after the date of the consummation of the acquisition of Block F.

6. Entire Agreement; Interpretation. This Agreement includes all exhibits attached hereto, which are incorporated herein by reference. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof, except with respect to the acquisition of the Reserved Blocks which shall be the subject of the Project Manager DDA. The parties acknowledge and agree that the purchase and sale of the Reserved Blocks by Owner to Project Manager (or its permitted assignee) shall be in accordance with the terms and conditions of the Project Manager DDA. The provisions of this Agreement and the Project Manager DDA shall be construed in a manner that harmonizes any perceived conflicts where possible. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the Project Manager DDA with respect to the purchase and sale of the Reserved Blocks or any matters related thereto, the terms and conditions of the Project Manager DDA shall control.

7. Full Force and Effect. Except to the extent expressly amended herein, the Existing Agreement shall remain in full force and effect. References in the Existing Agreement to Block F/G shall be deemed to refer to Block F (except where inconsistent with the context).

8. Effective Date. The effective date of this Third Amendment ("Third Amendment Effective Date") shall be the later date by which (i) the City Parties and Project Manager have executed this Third Amendment; and (ii) the City Council considers and approves the First Amendment to Agreement to Design, Construct and Lease a Performing Arts Center, between the City of Las Vegas and the Las Vegas Performing Arts Center Foundation, thereby revising the location of the PAC to the new 4.77-acre site which is described in the Master Plan and

which is distinctly separate from the Reserved Blocks (the "PAC First Amendment"). If the City Council has not approved the PAC First Amendment on or before June 6, 2007, or if the City Council has disapproved the PAC First Amendment, then either the City Parties or Project Manager may unilaterally rescind any previous execution of this Third Amendment or any obligation to execute this Third Amendment by delivering to the other party written notice of rescission, in which event this Third Amendment shall not be binding upon the parties but the Original Agreement will remain in full force and effect except to the extent amended in writing by all parties. Notwithstanding any other provision in this Agreement, each of the following shall be extended one day for each day that the PAC First Amendment has not been approved by the City Council and become effective by June 6, 2007: (x) the June 30, 2008, deadline for Project Manager to acquire Block F set forth in Section 5.1(a), (y) the Reserved Block Option Right, and (z) the July 2, 2007 deadline for Project Manager to deliver a written notice of Project Manager's intent to exercise the Reserved Block Option Right set forth in Section 5.1(b).

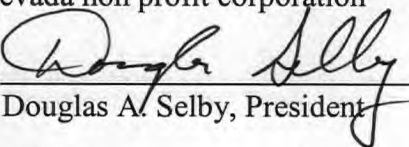
9. Deadline for approval of PAC First Amendment. The date "October 18, 2006" contained in the third sentence of Section 19 of the First Amendment is hereby deleted and replaced with June 6, 2007.

10. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the City Parties and Project Manager have duly executed this Third Amendment to be effective as of the Third Amendment Effective Date.

OWNER:

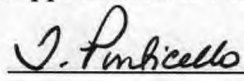
CITY PARKWAY V, INC.
a Nevada non profit corporation

By: 
Douglas A. Selby, President

ATTEST:

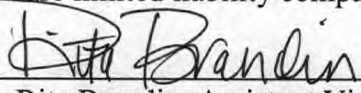
By: 
Steve Houchens, Secretary

Approved as to Form:

 4/24/07
Date

PROJECT MANAGER:

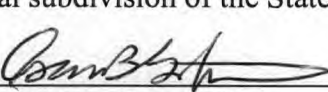
NEWLAND COMMUNITIES, LLC
a Delaware limited liability company

By: 
Rita Brandin, Assistant Vice-President

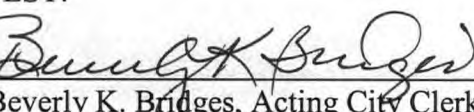
manage_306602_5 (2).DOC [Client-Matter]

CITY:

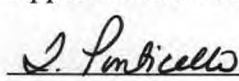
CITY OF LAS VEGAS, NEVADA
a political subdivision of the State of Nevada

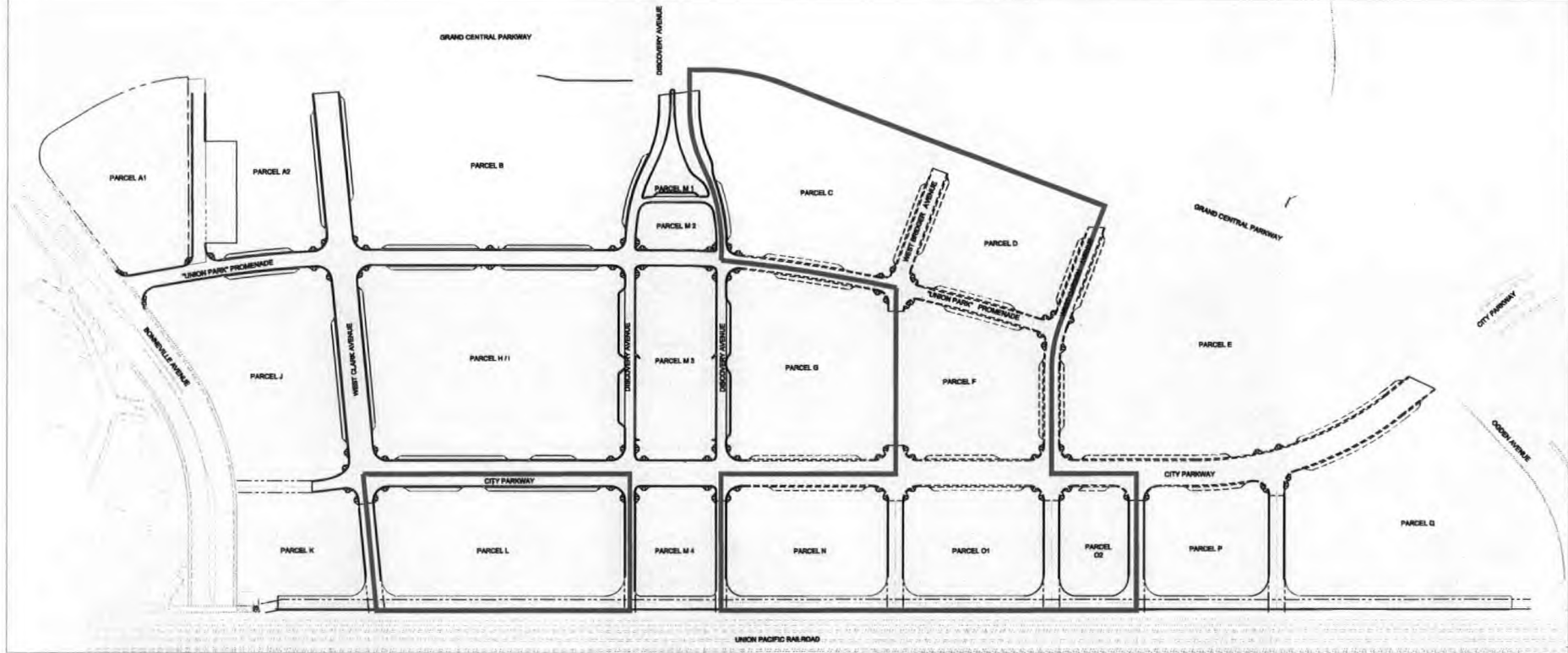
By: 
Oscar B. Goodman, Mayor

ATTEST:

By: 
Beverly K. Bridges, Acting City Clerk

Approved as to Form:

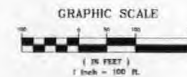
 4/24/07
Date



PARCEL TABLE

	GROSS AREA		NET AREA	
	SQ. FT.	ACRE	SQ. FT.	ACRE
PARCEL A1	80,795	2.08	73,052	1.68
PARCEL A2	99,618	2.29	75,571	1.73
PARCEL B	224,335	5.15	169,607	3.89
PARCEL C	142,708	3.28	102,649	2.36
PARCEL D	79,958	1.84	55,642	1.28
PARCEL E	256,535	5.89	202,756	4.65
PARCEL F	94,311	2.17	63,632	1.46
PARCEL G	134,541	3.09	96,645	2.22
PARCEL H1	221,159	5.08	171,066	3.93
PARCEL J	135,865	3.12	89,111	2.05
PARCEL K	74,156	1.70	53,133	1.22
PARCEL L	143,774	3.30	107,521	2.47
PARCEL M1	5,480	0.22	9,480	0.22
PARCEL M2	15,863	0.36	15,862	0.36
PARCEL M3	68,647	1.58	68,647	1.58
PARCEL M4	50,775	1.17	28,558	0.66
PARCEL N	97,200	2.23	67,635	1.55
PARCEL O1	85,525	1.96	56,890	1.31
PARCEL O2	46,907	1.08	28,148	0.65
PARCEL P	78,442	1.80	58,968	1.38
PARCEL Q	206,578	4.74	173,358	3.98

NEWLAND BLOCKS
4-24-2007



*PRELIMINARY - SUBJECT TO CHANGE

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

Block 1	<u>Contracting Entity</u>
Name	Newland Communities, LLC
Address	9820 Towne Centre Drive Suite 100, San Diego, CA 92121
Telephone	858/455-7503
EIN or DUNS	33-0824465

Block 2	Description
Subject Matter of Contract/Agreement:	
3 rd Amendment to Project Management Agreement	
RFP #:	N/A

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.	Sole Member: American Newland Communities, LLC a Delaware limited liability company	9820 Towne Centre Drive #100 San Diego, Ca 92121	858/455-7503
2.			
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: -0-

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.

State of Nevada
County of Clark

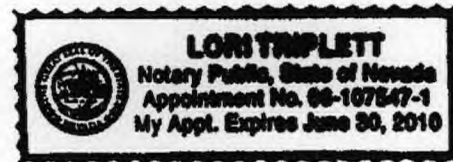
W. G. Brandin, Asst. Vice President
Name

April 20, 2007

Date

Subscribed and sworn to before me this 20th
day of

April, 2007



[Signature]
Notary Public

April 24, 2007

ViaPDF: tponticello@LasVegasNevada.GOV

**Ms. Teri Ponticello
Office of Business Development
400 Stewart Avenue, 10th Floor
Las Vegas, NV 89101**

**Subject: Certificate-Disclosure of Ownership/Principals ("Disclosure")
Union Park Project
Newland Communities, LLC**

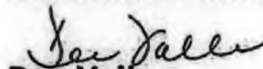
Dear Teri:

As we discussed today, the Contracting Entity named in the above Disclosure, Newland Communities, LLC is a limited liability company whose sole member is American Newland Communities, LP ("ANC").

ANC has one general partner and two limited partners. I am providing a flow chart which reflect who those partners are.

Please contact me with any further questions you may have on this matter.

**Yours very truly,
Newland Communities, LLC**

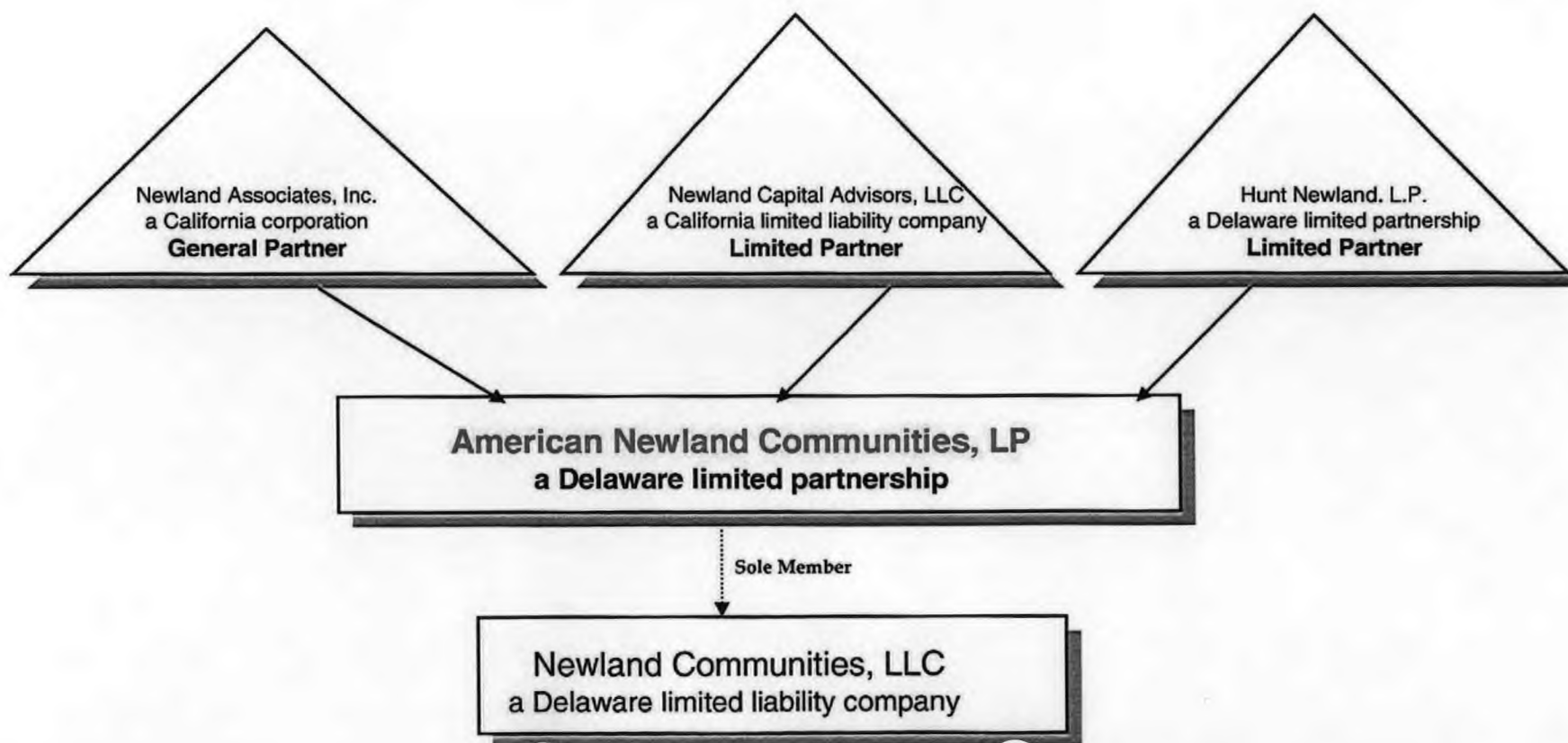

**Dee Valle
Director of Legal Services**

Enclosures

**CC: R. Brandin
D. Hageman
S. Van Gorp
D. Hume**

American Newland Communities, LP Hunt/Newland Ownership Structure

DO NOT DISSEMINATE TO THIRD PARTIES WITHOUT
APPROVAL BY DIRECTOR, LEGAL SERVICES



Legend

Union Park

Site Map



TM/LAS CNCL MTE: [9th WED. 2 MAY '07 (CNCL CHMB) (CHS MAY 06)]

PUBLIC COMMENT: -

.. < (Inid) > ..

Agenda #39. Tom McGowan; Las Vegas Resident. ~ Define 'BOUTIQUE' HOTEL.
ITEM [] How many stories? What's the square foot area and the rental
rate of the hotel rooms. ~ Thank you.

ITEM #40. Tom McGowan; Las Vegas Resident. ~ When and where was the
subject planning and development project opened for public
participation in the democratic process at the pre-decisionmaking stage(?); and
'if never', or 'not', ~ why not? ~ Thank you.

ITEM #44. Tom McGowan; Las Vegas Resident. ~ WITHOUT IMPUGNMENT OF THE APPLICANT, ~
How many 'massage' establishments
are currently licensed in the city of Las Vegas (?); and ~ How many 'massage'
establishments have been determined as engaged in prostitution and/or human
slavery trafficking? ~ Thank you.

ITEM #49. Tom McGowan; Las Vegas Resident. ~ The same questions are applied to
ITEM #49. as were asked during ITEM #44. ~ Thank you.

ITEM #50. Tom McGowan; Las Vegas Resident. ~ I recommend you name the park:
'the Tule Springs Municipal Park', and you name the public rest rooms: 'the
Flojo Lamb Commemorative Public Rest Rooms'. ~ Thank you

ITEM #56. Tom McGowan; Las Vegas Resident. ~ As previously stated, the subject item
is the inaccurate and incomplete product of a 'hidden agenda' expediently
engaged in the misrepresentation, fraud, extortion of both public and private funds
in furtherance of a wholly subjective, limited special interested agenda, and therefore
constitutes malfeasance of office and misfeasance of both public and private funds.
Appropriate complaints will be filed with both state and federal investigative agencies,
pursuant to remediation in accordance with applicable law. ~ ~~THANK YOU~~

(IN RELEVANT SIDENOTE: ~ CONSENT AGENDA ITEM #13, IS IN VIOLATION OF NRS 241,
THE NEVADA OPEN MEETING LAW, AND WILL ALSO BE THE SUBJECT OF COMPLAINT, ~
(1.)

(2. (ii))

THANK YOU.)

Submitted at City Council
Date 5/2/07 Item 40

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Victor Zachary Arinwine, 1804 Hermitage Drive, Las Vegas, Nevada 89108

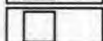
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

1. Appellant Letter of Appeal
2. City Clerk Notification Letter to Appellant

Motion made by GARY REESE to Hold in Abeyance Item 41 to 6/20/2007 and STRIKE Item 48

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)

RECEIVED
CITY CLERK

2007 APR 10 A 8:24

April 10, 2007

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,

Victor Arinwine
Victor Zachary Arinwine
1804 Hermitage Drive
Las Vegas, Nevada 89108



April 10, 2007

Victor Zachary Arinwine
1804 Hermitage Drive
Las Vegas, Nevada 89108

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
EVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

Re: **WORK CARD APPEAL**

Dear Ms. Lee-Richardson:

I am in receipt of your formal appeal to the City Council regarding the appeal of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **May 2, 2007**.

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he/she is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him/her to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

A handwritten signature in cursive script that reads "Carmel Viado".

Carmel Viado
Deputy City Clerk II for
Beverly K. Bridges, Acting City Clerk

/pc

cc: City Attorney-Civil
Manager, Business Services Division
Las Vegas Metropolitan Police Department – SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on the Fiscal Year 2008 funding of capital projects

Fiscal Impact



No Impact

☐ Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

At the April 9th Strategic Planning Workshop, City Council requested that the allocation of the available funding for the Fiscal Year 2008 Capital Improvement Plan be calendared for discussion on the May 2nd City Council Agenda, in order to prepare for the final May 15th Budget Hearing on the Fiscal Year 2008 Final Budget.

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

1. Proposed FY08 CIP Allocations
2. Submitted after final agenda – Revisions to backup documentation by staff
3. Submitted at meeting – Additional revisions to backup documents by staff

Motion made by GARY REESE to Approve

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

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

Minutes:

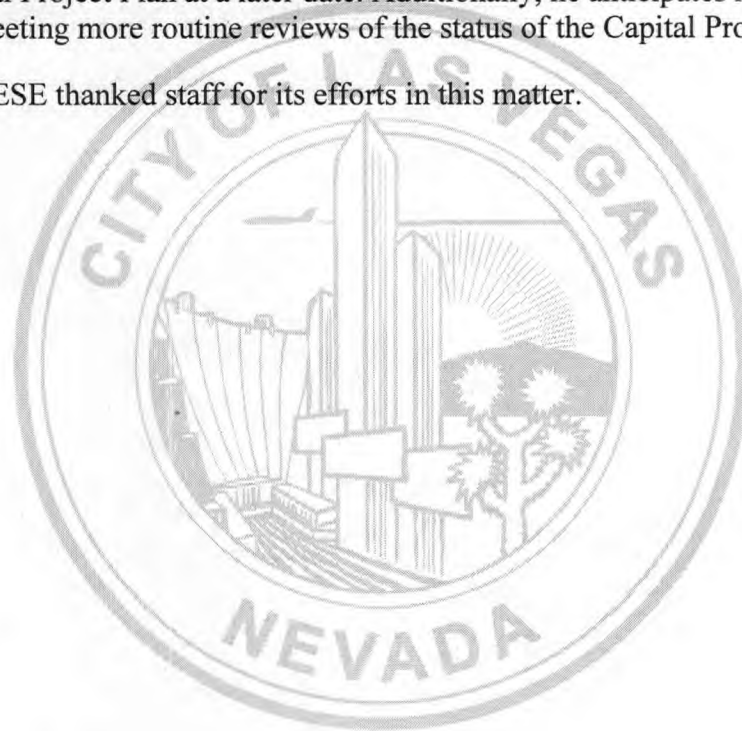
Before giving his presentation, MARK VINCENT, Director of Finance and Business Services, assured COUNCILMAN REESE that all the members of Council received individual briefings on this matter. He continued and gave a quick update on the status of the capital projects process. On March 14, 2007, the budget workshop was held to discuss revenue associated issues, including the weak performance of the C tax. On April 9, 2007, at the Strategic Planning Workshop, some other revenue sources were identified, on which subsequent individual Council briefings were done. As a result of that work, the documentation in the backup was put together, which outlines capital improvement projects allocations and some of the changes for FY08.

CITY COUNCIL MEETING OF: MAY 2, 2007

Mainly the following: \$1.55 million from Centennial Hills Park and \$.37 million from Iron Mountain Fort Apache of Ward 6 residential construction tax (RCT) was reallocated to the Tropical/Durango Park project; \$3.1 million stemming from a reduction in the Fire Station 48 construction will be redirected to the Ward 2 natatorium enclosure; \$3.1 million stemming from a reduction in the Fire Station 49 construction will be redirected to the Ward 2 natatorium; \$.14 million in Ward 3, \$1.36 million in Ward 4 and \$.34 million in Ward 5 of RCT monies will be set aside for the respective wards for projects to be named in the future; and \$1.92 million of RCT monies no longer needed for two projects in Ward 6 is proposed to be reallocated to the Ward 6 Tropical/Durango project.

The next budget hearing has been set, in accordance with NRS, May 15, 2007, at 9:00 a.m. The budget will be filed with the State June 1, 2007. But it is not abnormal for minor adjustments to be made to the Capital Project Plan at a later date. Additionally, he anticipates recommending at the May 15, 2007, meeting more routine reviews of the status of the Capital Project Plan.

COUNCILMAN REESE thanked staff for its efforts in this matter.



Proposed FY08 CIP Allocations

(Numbers represent dollars in the millions)

	Total	Unre- stricted	RCT-1	RCT-2	RCT-3	RCT-4	RCT-5	RCT-6
SOURCES:								
Closed/Close Out	4.68	3.00						1.68
Residential Construction tax	6.81		0.80	0.21	0.17	1.36	0.59	3.68
Artificial Turf	0.93	0.93						
Shade Structures	1.60	1.60						
Park Improvements	1.00	1.00						
Ward 1 Field Lighting	0.23	0.23						
Fund Balance Reserves	5.00	5.00						
4-9-07 Workshop Results	20.24	11.75	0.80	0.21	0.17	1.36	0.59	5.37
USES:								
Fire Station 49	(10.80)	(10.80)						
Council Chambers Simplification	-	-						
<u>Ward 1</u>								
Cancel Harmony Park	0.15		0.15					
Dexter Park Upgrades	(0.15)		(0.15)					
Essex Park Splash Play Pad	(0.22)		(0.22)					
(1) Rose Warren Playground Lights	(0.10)		(0.10)					
(1) Wasden Play Field Lights	(0.15)		(0.15)					
(3) Hyde Park Basketball	(0.33)		(0.33)					
Baskin Tennis Courts Replacement	(0.71)	(0.71)						
<u>Ward 2</u>								
Pavilion Pool Cover	(0.20)	-		(0.20)				
<u>Ward 3</u>								
Rafael Rivera Tennis Resurface	(0.03)				(0.03)			
(1) Desert Pines Football Artif Turf	-							
<u>Ward 4</u>								
Nothing requested	-							
<u>Ward 5</u>								
(2) Fountain Football Scoreboards	(0.15)						(0.15)	
Doolittle Wall Gaps	(0.05)						(0.05)	
Doolittle walikng track repair	(0.05)						(0.05)	
<u>Ward 6</u>								
Teton Trail or Tropical/Durango	(5.37)							(5.37)
Floyd Lamb Well	(0.24)	(0.24)						
Floyd Lamb security/access Fencing	-	-						
Floyd Lamb Sidewalk replacement	-	-						
Balance	1.85	0.00	0.00	0.00	0.14	1.36	0.34	0.00

(1) These are school sites; there may be Open Doors/Open Schools policy questions

(2) Previous scoreboards have been sponsored by leagues; who will be designated to insure installation, ☐ maintenance, operation, and training of league representatives? ☐

(3) No current cost estimate available; LS looking into the need for new courts at this location

Changes to Agenda Item 42 Backup Document:

The below changes are highlighted in gray on the previous page:

Sources:

- (1) \$1.55 million of Ward 6 RCT funds were no longer needed on Centennial Hills Park Phase 3, and were redirected to Ward 6 Tropical & Durango Park.
- (2) \$0.37 million of Ward 6 RCT funds were no longer needed on Iron Mountain/Port Apache Park, and were redirected to Ward 6 Tropical & Durango Park.
- (3) Budget estimate for fire station 48 was reduced by \$3.1 million and re-directed to Ward 2 Pavilion Pool enclosure (natatorium).

Uses:

- (4) Budget estimate for fire station 49 was reduced by \$3.1 million and re-directed to Ward 2 Pavilion Pool enclosure (natatorium).
- (5) Ward 2 pool enclosure received the \$6.2 million due to budget reductions for fire stations 48 and 49 (see items 3 and 4 above).
- (6) \$0.14 million of Ward 3 RCT funds will be appropriated for future un-named projects.
- (7) \$1.36 million of Ward 4 RCT funds will be appropriated for future un-named projects.
- (8) \$0.34 million of Ward 5 RCT funds will be appropriated for future un-named projects
- (9) \$1.92 million of Ward 6 RCT funds (see items 1 and 2 above) will be added to the Tropical/Durango park project.

Submitted after final agenda

Date 5-02-07 Item #42

2007 MAY -2 AM 8:13
RECEIVED
CITY CLERK

AGENDA ITEM 42 - AMENDED BACKUP DOCUMENTATION

Proposed FY08 CIP Allocations

(Numbers represent dollars in the millions)

	<u>Total</u>	<u>Unrestricted</u>	<u>RCT-1</u>	<u>RCT-2</u>	<u>RCT-3</u>	<u>RCT-4</u>	<u>RCT-5</u>	<u>RCT-6</u>
SOURCES:								
Closed/Close Out	4.68	3.00						1.68
Residential Construction tax	6.81		0.80	0.21	0.17	1.36	0.59	3.68
Artificial Turf	0.93	0.93						
Shade Structures	1.60	1.60						
Park Improvements	1.00	1.00						
Ward 1 Field Lighting	0.23	0.23						
Fund Balance Reserves	5.00	5.00						
4-9-07 Workshop Results	20.24	11.75	0.80	0.21	0.17	1.36	0.59	5.37
Centennial Hills Park Phase 3	1.55							1.55
Iron Mountain/Fort Apache Park	0.37							0.37
Fire Station 48 (already has \$9.2M)	3.10	3.10						
5-2-07 Add Backs	25.27	14.85	0.80	0.21	0.17	1.36	0.59	7.29
USES:								
Fire Station 49	(7.70)	(7.70)						
Council Chambers Simplification	0.00	0.00						
<u>Ward 1</u>								
Cancel Harmony Park	0.15		0.15					
Dexter Park Upgrades	(0.15)		(0.15)					
Essex Park Splash Play Pad	(0.22)		(0.22)					
(1) Rose Warren Playground Lights	(0.10)		(0.10)					
(1) Wasden Play Field Lights	(0.15)		(0.15)					
(3) Hyde Park Basketball	(0.33)		(0.33)					
Baskin Tennis Courts Replacement	(0.71)	(0.71)						
<u>Ward 2</u>								
Pavilion Pool Enclosure	(6.41)	(6.20)		(0.21)				
<u>Ward 3</u>								
Rafael Rivera Tennis Resurface	(0.03)				(0.03)			
(4) Appropriated for Future Projects	(0.14)				(0.14)			
(1) Desert Pines Football Artif Turf								
<u>Ward 4</u>								
(4) Appropriated for Future Projects	(1.36)					(1.36)		
<u>Ward 5</u>								
(2) Fountain Football Scoreboards	(0.15)						(0.15)	
Doolittle Wall Gaps	(0.05)						(0.05)	
Doolittle walking track repair	(0.05)						(0.05)	
(4) Appropriated for Future Projects	(0.34)						(0.34)	
<u>Ward 6</u>								
Tropical/Durango	(7.29)							(7.29)
Floyd Lamb Well	(0.24)	(0.24)						
Floyd Lamb security/access Fencing	0.00	0.00						
Floyd Lamb Sidewalk replacement	0.00	0.00						
Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

(1) These are school sites; there may be Open Doors/Open Schools policy questions

(2) Previous scoreboards have been sponsored by leagues; who will be designated to insure installation, maintenance, operation, and training of league representatives?

(3) No current cost estimate available; LS looking into the need for new courts at this location

(4) Balances remaining in RCT revenues will be appropriated for neighborhood park projects to be identified at a later date

Submitted at City Council
Date 5/2/2006 Item #42

Changes to Agenda Item 42 Backup Document:

The below changes are highlighted in gray on the previous page:

Sources:

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Uses:

- (4) Budget estimate for fire station 49 was reduced by \$3.1 million and re-directed to Ward 2 Pavilion Pool enclosure (natatorium).
- (5) Ward 2 pool enclosure received the \$6.2 million due to budget reductions for fire stations 48 and 49 (see items 3 and 4 above).
- (6) \$0.14 million of Ward 3 RCT funds will be appropriated for future un-named projects.
- (7) \$1.36 million of Ward 4 RCT funds will be appropriated for future un-named projects.
- (8) \$0.34 million of Ward 5 RCT funds will be appropriated for future un-named projects
- (9) \$1.92 million of Ward 6 RCT funds (see items 1 and 2 above) will be added to the Tropical/Durango park project.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding an Appeal of Denial for a Family Home Child Care Facility License, Lia Hernandez, dba Lia Hernandez, 9108 Teal Lake Court, Lia Hernandez, 100% - Ward 4 (Brown)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding an Appeal of Denial for a Family Home Child Care Facility License.

RECOMMENDATION:

Recommendation is to uphold the decision of the Child Care Licensing Board.

BACKUP DOCUMENTATION:

1. Notice of Appeal
2. CCLB Meeting Minutes
3. Letter of CCLB Action
4. Decision Denying Child Care Facility License Application

Motion made by OSCAR B. GOODMAN to Hold in Abeyance to 5/16/2007

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)

NOTE: MAYOR GOODMAN disclosed that there was a time when he would abstain on matters related to child care licensing due to his wife's position as Chairman/President of the Meadows School, which is subject to licensing with the Child Licensing Division. CITY ATTORNEY JERBIC recollected the same. However, he opined that disclosure would be sufficient. Abstention would only be necessary if the Mayor felt he could not be objective. MAYOR GOODMAN then stated he was sure he could remain objective. Subsequently, before considering Item 44, CITY ATTORNEY JERBIC noted that the Mayor has previously abstained

CITY COUNCIL MEETING OF: MAY 2, 2007

on matters regarding appointments to the Child Care Licensing Board, which is quite different from an appeal on the denial of a license.

Minutes:

WILLIAM HENRY, Sr. Litigation Counsel, appeared with CAROL MEYER, Business Services. MR. HENRY paraphrased the Subject section. In accordance with Las Vegas Municipal Code (LVMC) 6.24.110(D), the Council, in considering the facts, is confined to the facts presented to the Child Care Licensing Board, the entity that denied the license. The backup for this matter includes detailed minutes of the proceeding before the Board. The burden, as is the case in any appeal, is on the appellant.

CHARLES WRIGHT, Attorney, representing and appearing with LIA HERNANDEZ, noted that appeals were filed based on each of the three bases for denial. He argued that LVMC 6.24.50 does not include a penalty that would permanently prohibit MS. HERNANDEZ from operating an in-home daycare facility. He contended that, while MS. HERNANDEZ admitted that she operated without a license, she subsequently attempted to become compliant, but has run into barriers in the process. This ban constitutes never being licensed because she initially operated without a license, as informed by the investigators. This would be unlike any other license in the State, because even an attorney could obtain a license after practicing law without a license. He offered pictures of the home daycare environment and offered pictures of the two-year-old child included in the packets. Also, he offered a letter from the mother of the child stating that she would like MS. HERNANDEZ to continue to take care of her child.

MAYOR GOODMAN was shocked that any mother would want to put her child back in such an environment. ATTORNEY WRIGHT argued that the injuries to the child were done by MS. HERNANDEZ' twelve-year-old son in response to bites from the two-year-old child. There were no charges filed in the matter. After careful investigation, Metro found no cause to pursue abuse or neglect charges. The mother of the two-year-old would have been present had it not been for the conflicting time of the Council meeting with her work schedule. He suggested holding this matter in abeyance to give the mother an opportunity to appear. MAYOR GOODMAN insisted that he found it hard to believe that any mother would return her child to such an environment. Therefore, he opted to hold this matter in abeyance, directing ATTORNEY WRIGHT to notify the mother that he would like her to appear on this matter.

**Charles T. Wright & Associates**

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info@ctwlegal.com

1/25/2007

Honorable City of Las Vegas City Council
c/o Department of Finance & Business Services
400 Stewart Avenue
Las Vegas, NV 89101

Re: NOTICE OF APPEAL of Denial in Case #N08-96306-9-000389

Comes now Lia Hernandez, through her Attorney Charles Wright, filing a timely notice of appeal in the above mentioned case and providing sufficient answers and explanations addressing the concerns stated in the Boards denial and addressing those areas of error in both Law and Fact presented in material considered by the board in this application denial.

The board cited three areas of concern in their decision to deny this license which will be addressed in the order presented in the Boards denial letter. They are:

1. 6.24.050 License required
2. 6.24.070 License – Denial, Suspension, or Revocation
3. 6.02.090(A)(1) – Action on Application – Refusal Grounds

1. 6.24.050 License required

The Investigation cites an abuse issue that occurred in June 2005 which led to the "discovery" of the illegal daycare and the issuance of the cease and desist ticket. This event appears to be offered to both shows the date of original citation and to taint the board's view of the capability and quality of care that Lia would provide if a license were granted.

This incident ended without action by the LVMPD Abuse and Neglect unit and with a completely satisfactory result for the parent of the child that had the bruise. Lia's son was left to briefly supervise the child while Lia took care of an immediate need. The son had done this same duty previously. He was of suitable age and discretion to be trusted to do so. He hit the child causing the bruise; he later apologized to the parents and the child in a face to face meeting. This

meeting was held to both teach Lia's son the nature of his offense and offer closure to the affected family. The mother of the child that was bruised has expressed a strong desire to offer testimony before the Council as to the nature of the original incident and to the wonderful quality of care and as to the good and kind character of the applicant Lia Hernandez. She plans to have her children cared for by Lia when this license is eventually granted by the Council.

The investigator also points out that three children were present and being cared for when the June 2005 meeting took place, indicating that Lia was in the act of providing illegal daycare when the officers walked in. This is a wrong assumption. These children were not under Lia's paid care. Another care provider in the neighborhood had these children in her care when she was called away for an unscheduled obligation. This care provider asked that Lia watch the children as a favor while she tended to the obligation. Lia obliged and these children were in the home at the time of the citation.

Further, the violation is stated to have continued until an approximated date of September of 2006. This is not the case. The special needs child that was picked up by the CCSD handicapped bus at (or near) Lia's residence continued to be picked up there until June 2006 which was the end of the school year. This child was enrolled in the elementary school that Lia's residence is zoned for when Lia began to care for him prior to issuance of the cease and desist ticket. He continued to meet the bus there, from his mother's car, for the remainder of the school year to avoid changing schools as the mother greatly desired to keep her son in this school she was not zoned for. Lia, in error, assisted in this by not insisting that the bus route be changed and further by telling her son to "just say he's still in my care if anyone asks why he's still in (this) school." Her son was later questioned during the investigation and following instructions said the childcare was ongoing in accordance with the earlier instructions.

Lia volunteered the information about her unlicensed daycare during a discussion with the officers about licensing. She was told she would never get a license now that she had been "caught" in the act. She debated for long time whether to pursue licensure or if it was impossible as she was told. Contrary to the representation of Lia's stance on licensure contained in the investigation report, Lia thought it to be no "big deal" because she was providing quality care and had all intentions of applying for licensure from the beginning. She was not doing so in a blatant or flippant disregard of laws and regulations. She had no thought that her actions in delaying the obtaining of a license would result in what appears to be the implication of a life sentence as to the inability to obtain a license in the City of Las Vegas. Other licenses, business, contracting, and drivers for example, are not denied because someone has done any of these in an

ur licensed capacity. Instead, there is a penalty applied to the application process and the attempt to become legitimately licensed is not barred by the prior infraction. We ask that the same standard be applied here as there are other facilities known to this party that were granted this same license after committing the same offense.

2. 6.24.070 License – Denial, Suspension, or Revocation

"The Director may: (A) Deny an applicant a license if: (1) The application is incomplete or contains false, misleading or fraudulent statements with respect to any information that is required in the application;"

The investigation points out that Lia was not truthful in her answers, answering "no" on the question that asks if the applicant has ever been "cited, or charged with, or formally accused of any violation of a statute, regulation, or code of any local, state, county, municipal, provincial, federal or national government" to which Lia honestly, in her belief, answered no. The discrepancy lies in the definition of the Utah department of health actions referred to in the investigation report. There was no formal provider correction required by these statements of findings. The entire action around these two referred incidences was very informal, no citation, no remedial measures requirement, and no adjudication type procedure. This is not offered as proof that these actions do not fall within the intended inclusions of the question. Merely it serves as a basis for the belief that Lia had when she answered the question. There was no apparent reason to believe that she had in fact been "cited, or charged with, or formally accused of any violation of a statute, regulation, or code of any local, state, county, municipal, provincial, federal or national government."

Where the investigator indicated that Lia's not volunteering additional information during indicates deceit. This is far too strong of an allegation to be supported by a simple assumption. The investigator asked about a specific date and incident. The discussion was frank and forthcoming on Lia's part. She answered the question that was posed to its fullest extent and hid nothing. The failure of the investigator to ask the appropriate question or follow-up question can not be held as an omission or attempt to deceive on the part of the questioned.

Conclusion

Lia humbly requests that this honorable Council grant her the license required to operate an in-home daycare. She pleads for understanding in very isolated and limited offenses when compared with her decades-long history of providing care to children. Lia is willing to submit to any additional restrictions that this Council sees fit in this situation to alleviate any concerns that

may exist on the part of the board. Lia humbly requests to be heard and questioned before this Council at the earliest possible date.

Submitted by and through her Attorney Charles T. Wright this 25th day of January 26, 2007.

Charles T. Wright
N / Bar #10285

By: JN

1/10/07

**CHILD CARE LICENSE BOARD
MEETING OF
January 10, 2007
City of Las Vegas
PHONE 229-6281
www.LasVegasNevada.gov
COUNCIL CHAMBERS 400 STEWART AVENUE**

Facilities are provided throughout City Hall for the convenience of person with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9018.

TIME OF MEETING: 4:00 P. M.

PLACE OF MEETING: Meeting will be held in the City Council Chambers at City Hall
400 Stewart Avenue, Las Vegas, Nevada

POSTING OF

MEETING AGENDA: This agenda has been posted at the following locations within the
City of Las Vegas, Nevada:

Regional Justice Center
200 Lewis Avenue

State of Nevada Grant Sawyer Building
555 East Washington Avenue

County Government Center
500 South Grand Central Parkway

City of Las Vegas Court Clerk's Office Bulletin Board
City Hall Plaza, 400 East Stewart Avenue

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

PRESENT: BOARD MEMBER CLODT, TOMPKINS, HAYES, BRUMWELL, THOMAS,
MECHAM

Also Present: DEPUTY CITY ATTORNEY LARRY BETTIS, BUSINESS SERVICES
SUPERVISOR CAROL MEYER, BUSINESS SERVICES SUPERVISOR
JIM RICKETT, and RECORDING SECRETARY JOYCE HAZARD

BUSINESS ITEMS

1. Election of Child Care Licensing Board alternate chairperson.

MINUTES:

TOMPKINS moved that TERRY CLODT be Acting Licensing Board Chairperson. BETTIS Explained it would be the position of a Vice Chairperson.

MOTION:

TOMPKINS – APPROVED - UNANIMOUS

2. Approval of the Final Minutes by reference of the regular Child Care Licensing Board meeting of December 13, 2006.

MOTION:

CLODT – APPROVED – UNANIMOUS

NEW CHILD CARE FAMILY HOME APPLICATIONS

3. Discussion and possible action regarding the application of Linda Hunter as a co-licensee of a Child Care Home Facility license at 1205 Jimmy Avenue, Las Vegas, NV 89106.

MINUTES:

Linda Hunter arrived. CLODT asked what classes she has taken. Ms. Hunter stated that she has taken Signs of Illness, Abuse and Neglect, CPR and First Aid. She is scheduled to take some classes in January. CLODT asked what were the ages of the children that would be in her daycare. Ms. Hunter answered, infants to five years old.

MOTION:

BRUMWELL – APPROVED - UNANIMOUS

4. Discussion and possible action regarding the application of Lia Hernandez as a new Child Care Family Home license at 9108 Teal Lake Court, Las Vegas, Nevada 89129.

MINUTES:

Lia Hernandez arrived. MEYER stated that Reagan Alexander was asked to give some background on the investigation that came back. Reagan Alexander arrived. Mr. Alexander stated that he was a Sergeant with the Metropolitan Police Department, Special Investigation Section. Mr. Alexander said that, "We do the background investigations for the City of Las Vegas, particularly for Child Care Licenses. You each, or you should each have a copy of our report. I hope you've had a chance to review that. My Investigator, Patricia Hickman, she's an investigator specialist in the Special Investigation section is here today. If any of the Board

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members would like to ask further questions or if there is anything you would like to have further information on, Patricia Hickman is here and will be glad to attempt to answer any questions brought by the Board. Also here is specialist Cyndi Sauchek. She's assigned to our Abuse and Neglect section with LVMPD and is also here to provide further information, and of course try to help any inquiries the Board may have regarding this particular applicant, or this application. What I'd like to do very quickly is to summarize really the guts of the report that you have. There are three areas of concern that are reflected in our report. Basically the first area of concern is doing business without a license. That's the heart and soul of the first area of concern. From at least January of 2005 until up to approximately September of 2006. We have facts and circumstances contained in the report that shows the applicant was operating this family care home unlicensed. The second area of concern which is articulated in that report is the fact that there was an injury to a child that was at her residence during this time period. This resulted in a child abuse report, also an investigation that is detailed to some degree in the report that you received. Thirdly, the area of concern involves application problems. When I say that I mean there were some problems involving the initial application which the applicant filled out along the lines of failure to disclose, perhaps purpose of misleading, those areas, maybe to deal with her record and her involvement in the State of Utah in the same type of business. So that really is the bullet of areas of concern that are in that report. I will turn it back over to the Board."

CLODT asked Ms. Hernandez if she wanted to explain to the Board. Ms. Hernandez responded, "In regards to what he just said? First of all, yes I was doing child care without a license. I did continue to do it after I was asked to cease and desist. The only thing that I do disagree with is that I was not doing day care until September as stated. There was a child getting on a bus to and from school. I had stopped watching him, but I did allow them to use the address to finish school which ended in June. I don't know why, according to this report it says that he, it says that there was an order to still pick him up. I have no idea why. As far as a child getting hurt in my home, yes that did happen - um - I was outside speaking to a parent, and my husband was upstairs getting ready for work. The little boy was laying down - um - apparently he got up, ran into my son - um - from what I know, like I said, I was not there - um - he - from what we know, he bit my son. My son hit him - was completely inappropriate. I took my son to several counseling sessions, because that's completely, I'm sorry, it's just really upsetting as a parent or anyone. The third area of concern was that I was trying to be misleading on my application. The one question that I answered no to, I didn't understand what it meant. I guess the explanation is that I'm stupid, but I really didn't understand that that's what they were asking. I knew that some things would come up - I knew that they were going to call Utah. I knew that that would be disclosed. There was one area where there was an incident with diaper changing. The second - um - I wasn't asked about it but if I had been, I would have been just as flabbergasted as when I read the report. I had no idea that there was anything substantiated. I in fact called licensing in Utah to refresh my memory because there were extenuating circumstances which I don't know if you want to hear them or not - that's up to you, um - know I understand what there was in that. I continued to operate with my license until I moved here and requested it be closed."

CLODT asked what question she did not understand. Ms. Hernandez answered, (looking at application), it says on the report that I answered no to the question on my application which

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indicated I had not been accused of any violation of statute, regulation or code of any state government, and I basically was looking at that like, did I break any laws. I guess that's the best way to put it. I didn't realize I was answering that incorrectly. There was another question on there that asked about if I'd had any citations, and I answered yes to it. I explained there so ... that's not a very good ..."

BRUMWELL asked when she moved to Las Vegas. Ms. Hernandez stated, "I moved here in August of 2004. BRUMWELL asked when she opened her childcare. Ms. Hernandez answered, "Well, that would have been around January, December, January somewhere around there." BRUMWELL asked if at that time she had submitted an application to obtain her license. Ms. Hernandez answered, "No, I did not." BRUMWELL asked if she were unaware that was necessary in this state? Ms. Hernandez stated, "I knew there were certain parts you could live in - that's what I was told that there were certain parts you could live in and you could watch a couple kids without one. I should have got one. I don't have, I'm not going to give you any excuses, I should have done this. BRUMWELL asked about her stating that she had called Utah after reading the information in the file, if they allowed her to continue with her license after the incident and after that report was filed. Ms. Hernandez answered, "There was the one incident back in 1999, and from what I'm understanding from your question, we're talking about the incident in 2003." BRUMWELL answered, "Whichever one you contacted Utah about." Ms. Hernandez said, "OK, yes they did continue to allow me to operate. Like I said, I can elaborate, but..." BRUMWELL said, "So you had no reason to file an appeal basically against the State of Utah." Ms. Hernandez answered, "No there was a complaint, there was a lot of things that happened that day and there was this much of what had happened that day - and I didn't realize that that was substantiated 'cause CPS was involved and some other things. There was kind of a grudge with the mother. I wouldn't watch her child any more because she refused - he was five years old and she refused to bring a change of clothing and things and I certainly didn't want what happened in 1999 to happen again, so when I made her come pick up her child that's when ...lack of a better word to say... all hell broke loose. What was substantiated is the child was not changed immediately because of the circumstances that I just told you. That was substantiated by my own admittance. I did not - I was unable to change him immediately because of the ... sorry, I tend to go on."

THOMAS asked if she understood that she continued to do childcare after she signed the cease and desist order. Ms. Hernandez answered, "Yes I did." THOMAS asked if she would explain that. Ms. Hernandez stated, "Well, um - I had some of the parents that didn't find other childcare right away and I also continued to operate. I, you know, wasn't, I didn't shut down at all. I, you know, I still had my name out there."

BRUMWELL asked if parents are notified when a licensed provider has something comes up with us. MEYER answered, "In this case, we spent, and I know Jim Rickett spent a lot of time out there trying to establish if she was still doing childcare in her home. It was very difficult because she wouldn't answer the door, and they actually worked under cover in several instances to try to determine if she was still providing childcare. So what we've told staff to do, and when they go in and find an unlicensed, the first thing they are supposed to do is contact the parents, and make them aware that she is not licensed." RICKETT stated, "In the instance where they

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can substantiate that she is doing childcare, yes. Parents were notified. They were required to pick up their children and they were notified that Mrs. Hernandez was not licensed to do childcare."

CLODT asked if anyone else on the Board had any questions. CLODT asked if anyone from the Metropolitan Police Department would like to make any more comments.

PAT HICKMAN arrived. Ms. Hickman stated, "I'm the background investigator for Ms. Hernandez. She has brought out some things today that were not discussed in my interview. For example, the incidents in Utah. I spoke with her supervisor there, I was assured that these incidents were substantiated. They did not close her down, because apparently their rules are not as strict as ours. This is what I was told. Of course I don't have their ordinances so I can't verify that. But, yes, they definitely substantiated the fact that she left two children in dirty diapers as a form of punishment. That's what I was told. I don't know that I put that in the report. You know we can't put things in reports that we can't substantiate. It's just not right either way. There were some other things that Ms. Hernandez mentioned to me that I did not put in the report. I was not aware that there was a hubbub going on in the 2003 incident. Her supervisor, who has since been promoted, in Utah did not mention this to me at all. I know Ms. Hernandez didn't feel like it was any big deal that she didn't have a license. It is a big deal to me, and hopefully to the licensing board. But that was a remark - I did put that in my report I believe. Again, we just report what we find and that is one thing I did want to mention. I know that one of the children that was present on the day that the school was shut down, continued to go back to the school. This is up to the parent. She was told, the parent was told and she continued to take her child there. Ms. Hernandez did have the school bus come by. The school bus department assured me that they had orders to pick the child up at this address until September. There was no mention by the bus driver that this child was not available for pick up at that time. I just wanted to clarify that part of the report. That's what we based our report on."

Mr. Alexander stated that, "I just want to sum this up again. I just had a few notes as Ms. Hernandez was speaking. On area concern number one - you note the September of 2006 date, is an investigative date which is best - um - measurement as to how long the activity at her home was going. We based that, and she mentioned part of it, from a Clark County School District record from the District Transportation Office of a pick up order to that home. There were other investigative tools that were used for this. There was a bus actually seen picking up the child from her residence. So I won't quibble with the September of 2006, but it was going on for quite some time after the - uh- she being warned in June of 2005, specifically. I appreciate investigator Hickman's clarification there, in regards to that area of concern there, number 3. You know, our personal history applications, which are required for these type of business, as well as a personal financial at times - these are license specific. You are applying for a regulated, or privilege license. That is the mind set, that is what is known. And the questions really aren't too difficult. In fact Ms. Hernandez comes across to me as an intelligent person, and an honest one also, which I commend her for in some of her discussion today. But - uh- the personal history question really is just a question regarding your own history. We all pretty much know what our own history has been. Either a question that have you ever been arrested or had a citation, most of us could recite that. Most of us could recite - please tell us your

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addresses over the last 10 years. We could do that because it is known knowledge. When we ask a question in there as far as have you ever had any type of action taken against you. The way that question is designed, it's a license question. I think it's a fairly simple question. And finally in area of concern two I would dispute the brevity of Ms. Hernandez discussion about the child who was hurt on her property. Quite severely bruised. I just uh -- the brevity of her explanation - - there is a lot more to that. I think we articulate a lot of that in the report. If the Board needs to, before you make your decision, I would certainly encourage you to look more into that with our abuse and neglect specialist who's taken time out today to be here. But if you don't need that, that's fine."

CLODT stated, "If she's here most definitely we would like to listen."

Cynthia Sauchak arrived. Ms. Sauchak stated her name and that she was with Metropolitan Police Department, Abuse and Neglect Specialist. Ms. Sauchak, said, "I guess the first thing I would want to state is that I've been in the detail twelve years. I'm a senior and I've seen a lot of abuse cases and a lot of different settings. My areas of concern as an investigator would be, I guess going chronologically is when we first arrived and Ms. Jimenez-Kraft from City Child Care Licensing identified our purpose, indicated there was a two-fold reason for being there. One the evidence in front of us, that there was a child care operating without a license and in fact my main focus would be a child abuse investigation. We wanted to deal with one thing at a time and afford privacy, so we would need to contact the parents of the children that were in her care. A lot of evasiveness, a lot of I don't know, I don't have contact information which prompted a response from me is - how can you provide adequate child care - then you tell me you have a license in another state - you know it's important to keep files and maintain contact information in case of emergencies. Some of the individuals, without breaching confidentiality, happened to be individuals I could obtain contact information for the other means available to me. When that was observed by Ms. Hernandez, suddenly cell phone numbers and pieces of paper and things were located. I find that concerning, because I wonder what the true motive of that was. The main issue I have about the injuries sustained to that child that was subject to our investigation, were the actions of an abuse and neglect investigator are determined by law. Law is very clear that they want us to make our investigative judgments based upon the actions of a reasonable person. Whether anyone, whether it be Ms. Hernandez or anyone that comes before this Board knows that they are responsible for that injury or not, to me a reasonable person it I know I didn't do it, I would sure try to find out what then did occur - for an injury as severe as was sustained by this child. While eventually Ms. Hernandez did make it clear that it was not her, it was far into my interview with her. Although she was cooperative in sitting down with me, and very emotional as this was a difficult situation for her, it wasn't an immediate, no I didn't do it, so it must have been giving me options. It was very clear this wasn't an accident to me. I made that very clear to her. And then when another individual in the home was potentially identified I felt that I was more than fair in terms of allowing her to contact her husband. They then conversed before I even spoke to the other individual in this home who also was a minor about what may have transpired. So it was concerning to me that I had no, at least evidence offered to me that prior to my arrival that there had been any effort on her part to determine what actually happened to this child. There is also a notation in the report which is contrary to what I was told about when this injury may have occurred. I was told in my interview with Mrs. Hernandez a version

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similar with what she shared with this Board was that she was outside with a parent who was picking up another child when this may have happened. I believe the report reads, if I read it correctly, that she fell asleep for twenty minutes. Which is a contradiction – um – I'm just pointing that out, I'm not sure of the source of it. I can only say it's different from what I was told on the day in question when I responded with Ms. Jimenez-Kraft. I can assure this Board that we were very clear, both Ms. Jimenez-Kraft and myself, before we left that residence that she could not provide child care without a license. She seemed very clear and understanding of that and whether she continued to September I certainly defer to my colleagues who are more well versed in that. I was prompted to go interview the minor in the home again in June of '06 and this young man confirmed for me that his mother was still providing child care in June of '06. So this was one year after the incident as confirmed by this young man. So whether June or September, I can't tell you September, but I can give you June based on his statement to me. If there are any other specific questions, I'd be happy to answer." CLOTD asked regarding the twenty minutes, if she was referring to the twenty minutes when she was gone. Ms. Sauchak responded, yes. Ms. Sauchak stated, "Something else I want to point out before I leave. When I did contact Ms. Hernandez as a matter of law to inform her that I had interviewed the minor, as that is what I am required to do by law, I did confront her on the concern that child care was still being provided without a license. We were very clear – um – it's my understanding that within weeks of that is when the application was essentially filed. I was very clear with her that you had the consequences to continuing this action clearly explained to you. You dispute that you are, I believe based on what I'm told that you are, you may contend that you're not, but you still know the consequences of the actions of continuing. I believe that that's when the application was essentially and finally filed within weeks of that phone contact.

BRUMWELL asked if she had children ready to attend her home childcare, or a parent list. Ms. Hernandez answered, "No, I have, hang on one second because I don't want to misquote what it's called..." CLOTD asked if there was anything else she wanted to say. Ms. Hernandez stated, "As far as that goes one thing that I wanted to point out is when this did happen, they initially came and spoke to me in my home. I did further investigate. I spoke to my son who is in the home, now consequently Andrew being, you know the typical twelve year old that he is, was not forth coming with me. But, I did go down to the substation on Cheyenne and filed a report that was additional to what I had told them, because it was first thing in the morning that the police came and spoke to me. My children weren't up yet, and so I hadn't had the opportunity to talk to any of them. After that I did and Andrew gave me, well for lack of a better way to say it, a BS story. I went down to the police department and filled out a report. So I wasn't in any way shape or form thinking that this was, you know OK or this was just some little incident that happened. I wouldn't have taken him to therapy. I, please don't take my, I'm trying to be brief – I tend to talk too much. Anybody who knows me knows that I do that. I'm trying to be brief and to the point with all of you. I could spend a half an hour and I still cannot put into words how horrible this situation was. You know – this should never happen to any child. I don't care that, you know – it was never a concern that Michael had bit him. I didn't care if Michael had looked at him cross-eyed, you – that was just completely unacceptable with what happened." BRUMWELL asked why she would want to have a child care center in her home, considering what you've been through. Ms. Hernandez answered, "It's funny you asked, because I certainly, I knew this day would come, I knew that I would, you know..." BRUMWELL, said,

"Follow the law". Ms. Hernandez said, "Yes, this is you know, and I, OK I gotta do this, gotta jump through the hurdles through the, you know, fire pit so to speak, this isn't exactly. And, um, I have worked with children since I was fourteen years old. I worked for the YMCA, I was a preschool teacher, I was a nanny, I love and get along very well with children. It is a shame that over my 20 plus year, yeah I'm going to be forty here soon, that this is epitome of what I'm boiled down to. Because all the good doesn't get shown here. All the certificates, all the families that I've helped, all the families that I gave food to. All the things that have happened." BRUMWELL asked if she had considered going into a facility. Ms. Hernandez stated, "Yes, um, but my children are still young, and still come home after school, and I would like to be - I know that sounds silly because here I want to be a day care provider, but I don't want somebody else watching my own children. I had them to be there for them. I am truly sorry, I should have never done this. We wouldn't have come to this if I had just -- but I didn't, and that's the point, I did not. And so I have, you know, these are my consequences." BRUMWELL asked if she disagreed that she had lots of time to apply. Ms. Hernandez answered, "No I don't disagree with that at all." BRUMWELL stated that she was not denying. Ms. Hernandez said, "No, I am just trying to do the right thing now. I would like the opportunity. I have taken many, many classes and I still continue to, and I signed up for this program with Sandy Wilson. She's going to be in and out of my house every month in addition to licensing and the health department and the fire department. I really believe if I'm given the opportunity that...."

CLOTD asked if she had anything else she would like to present to the Board.

Ms. Sauchak stated, "I just wanted to clarify a point in the interest of fairness and accuracy to Ms. Hernandez. I misread the report in terms of a different version being offered by her. So I don't know which one you want me to read that portion for the record, but it does appear to be consistent with what she told me. I got jumbled where it said the child was actually sleeping, not Ms. Hernandez, so I did want to correct that." CLOTD stated, "Go ahead and correct that." Ms. Sauchak said, "I will read the report. There was no bruise at this time. Mrs. Hernandez then went outside the residence to confer with another parent whose child she was also keeping legally at the time. Per her statement and her interview with me, she said she was gone about 20 minutes. During this short period, the two year old juvenile got out of bed, wandered in the residence, encountered Mrs. Hernandez's then 12 year old stepson, who hit the two year old in the face hard enough to cause the bruising. When the child's mother came to pick him up, he was sleeping calmly with the bruised side of his face down. Mrs. Hernandez was very surprised to see the bruise, according to the statement by the mother and initially stated the child must have fallen from a bookcase. Just wanted to reflect accurately what was stated and correct that."

TOMPKINS asked the sergeant if he had a copy of the report to the substation that Ms. Hernandez filed. Mr. Alexander asked her to repeat the question. TOMPKINS said, "Ms. Hernandez stated that she filed a report the next day at the Cheyenne substation about the incident." Ms. Hernandez said, "Actually it was Monday." TOMPKINS asked if they had a copy of that. Ms. Hickman answered, "No. I searched our system, which is called LRMS, and there was only one report that was filed by the Abuse and Neglect Specialist. I found nothing that was filed by Mrs. Hernandez, either under the child's name or her name. Her name should have triggered a report coming up. I did find a voluntary statement that she submitted." Ms. Hernandez said, "Maybe that was it. I don't know what it is formally called. I apologize." Ms.

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Hickman said, "I did find a voluntary statement and I do have a copy of that. In the voluntary statement basically what was said today is what is included in the statement. She was totally shocked that the child had been bruised. She was totally unaware that a child in her care had been left alone long enough to be hit, to cry, - whatever - and then go back to sleep. She did feel that he had fallen from a bookcase. It was one page. I did find that. But no report, other than just the one." TOMPKINS asked, "In that statement she didn't say that her son had hit him?" Ms. Hickman asked, "Could I refer to the report, I have it with me. I don't believe so, but I would rather look at it to make sure." Ms. Hernandez said, "I know I didn't because, like I said he kind of gave me a line of - malarky." Mr. Alexander said, "If it would also be the preference of the Board, Cindy Sauchak can provide more information on that. She's prepared if you would like to hear more in regards to that." Ms. Sauchak stated, "It is my understanding that Ms. Hernandez did provide a written voluntary statement a few days after the initial crime report was taken. It was my understanding that the personnel recognized that it was an ongoing case and attached it to that case. However I would reiterate my concerns that I stated to you earlier. While I certainly think credit should be given for taking it upon herself to file a statement, the statement basically committed to the fact that the injuries occurred on her watch and in her home, that she had no explanation. And then between the time that she filed that statement and the approximate ten days to two weeks until we met, there had still been no effort to really uncover how the injuries occurred. That would be my concern that I stated earlier." Ms. Hernandez said, "Well, I shouldn't have believed my son. But as mothers tend to do, they believe their children, or want to believe their children."

Mr. Alexander said, "I don't know if you're interested in investigator Hickman is just trying to find a copy of that voluntary - but I think from what's been discussed, I don't think that that's in question."

BETTIS requested that they submit a copy of the statement for the record. Mr. Alexander said, "We will send a copy through the City Business License Office."

MECHAM asked, "How long after this incident did you discover the actual truth, how this actually happened?" Ms. Hernandez replied, "Actually if was Cyndi that kind of prompted, because she, I - like I said I wanted to believe that my child had done this. Also something that isn't on record, whether it matters or not, I know that he had fallen at his own home, had some injuries before he even got to my house. The mother had told me. I think that was, obviously with the severe bruise he had was the severe hast to get him to the hospital, because I knew something had happened in my house because he wasn't like that when I laid him down, but with everything that she knew had happened at her home, you know, there was an obvious concern. Sorry, back to the question, I tend to get lost 'cause I rattle on - um - what was your question again? I'm sorry." MECHAM asked, "How long after, what was the timeline when you found out that this ... Ms. Hernandez answered, "Actually it was the day Cyndi came out. She said, you know, I said look, I'll take a polygraph, whatever but I didn't do it. But obviously - she kept saying, Lia, this isn't from a fall, this isn't from a fall. Look at the, and she was showing me, this is a, you know, hand print. As a mother your heart just sinks, and you start thinking - Oh, you know - he's never done anything like this, and so, you know I contacted my husband, she said contact - she's very nice about it. When a parent finds out something like this, obviously I

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was already in trouble for numerous things, but this obviously was in the forefront of my mind. And, you know, she spoke to Andrew and if I remember correctly, Andrew wasn't forthcoming at first, you know, kept to the story about falling from the bookcase and he, that's what he said he had witnessed when I was outside. And, but you know, she was saying this is a definite hand print. And so um, you know, like I said, she had talked to him and he wasn't coming clean, you know. And I knew I didn't do it. So, there was only, you know, my daughter was at a friends slumber party. There was only one person that coulda done this. And so after she left, I spoke to him and that's when he confirmed that it was him. And then I called Cyndi and let her know that he had confessed to me that it was him. And then after that in the weeks to follow that's when I, you know, I got counseling. I called the mother, Michael's mother, and told her, cause I know that they, that they hadn't finished their investigation. But I wanted to tell her. I felt horrible, you know. And I called her and I told her what happened. So, you know, and she actually came to the house and talked to Andrew, and you know, he – not that it matters, but he apologized because he needed to take responsibility for what he did. So..."

CLODT asked Ms. Hernandez if she signed an order to cease, notice and order to stop. Ms. Hernandez answered, "Yes I did in June." CLODT asked how long she continued to operate. Ms. Hernandez answered, "It was either March or April that I stopped. I continued to let Cameron to use the bus. He did get picked-up there." CLODT stated, "So you signed the order and you continued on." Ms. Hernandez replied, "Yes I did." HAYES asked if Cameron was the only one, if he was the only child she had anything to do with after she stopped. Ms. Hernandez, "After?... When I got the cease and desist order there were a couple of kids that I continued to watch – yes, yes. But Cameron's the one who – Cameron has some disabilities and he got picked-up by the bus and I didn't want to interrupt his..."

CLODT asked if she had anything else she would like to say. Ms. Hernandez stated, "No, just I wish I'd never done this."

CLOTD asked the Metropolitan Police Department if they had anything else they would like to say. Mr. Alexander answered, "No, Sir, I think we've been able to share everything we really can with you all. I have located, or rather my investigator has located that voluntary statement. We will deliver a copy of that before we leave today, or I may just leave a copy with you. Other than that there is a concern which my officers have presented to City Business License, we feel are strong areas of concern and feel we did a good job to explain the circumstances under which this report had to be done."

BETTIS said, "In regard to the voluntary statement given by the applicant to Metro, I ask that for the purpose of this record that it is marked as Exhibit "A" and placed in the record. Also at this time I would ask that Metro's report that you have in your back-up materials dated December 20, 2006, initialed by Robert Wills of Special Investigations Section 12/27/06 be marked as Exhibit "B" and placed into the record for this hearing."

MOTION:

THOMAS – APPROVED – UNANIMOUS

To approve the Exhibits as set forth by Counsel

BETTIS stated, "I would like to place on the record the statutory authority of the Board in this matter. City Code Section 6.24.070 provides that an applicant applying for a child care facility license may be denied upon any of the grounds set forth in LVMC 6.02.330 and NRS 432A.190. Also 6.24.070 provides that an applicant may be denied if an applicant after due consideration for the protection of the public health, safety, morals or welfare is found by the Board to be unsuitable to receive a license. Section 6.02.330 of the City Code provides basically that a license may be denied if the applicant has or has engaged in a business, trade or profession without obtained a valid license, or if the license applicant has been subject in any jurisdiction, to disciplinary action of any kind with respect to a license. And lastly, NRS 432A.190 provides that a license may be denied if a conduct or practice of the applicant is detrimental to the health or safety of the occupants or employees of the child care facility. This is the basis for the decision of the Board and that's why I'd like to state it for the record." CLODT asked for clarification of the Sections of the Codes. BETTIS answered in City Code Section 6.24.070 he referred to subsections 4 and 5. In LVMC 6.02.330 he referred to subsections A and B. In NRS 432A.190 he referred to subsection d.

CLODT asked if there were any more questions.

MOTION:

THOMAS – DENIED – UNANIMOUS

Denied on the grounds of operating a day care facility without a license, after a Cease and Desist order was signed and acknowledged, and on City Ordinance 6.24.070, A5, after due consideration of the protection of the public health, safety, morals or welfare is found by the Board of City Council to be unsuitable to receive a license. So individually and combined of operating a business without a license, and the home atmosphere, both combined warrant a denial of a license.

NEW CHILD CARE FACILITY DIRECTOR APPLICATIONS

5. Discussion and possible action regarding the application of Kawon Wood as Center/Nursery/Preschool Director for La Petite Academy, 4554 East Charleston Boulevard, Las Vegas, Nevada 89110.

MINUTES:

Kawon Wood arrived. CLODT asked if staff had any recommendations. MEYER stated, "She's got the qualifications for both, she's got her CDA and we recommend approval."

MOTION:

CLODT – APPROVED – UNANIMOUS



January 16 2007

Lia Hernandez
9108 Teal Lake Court
Las Vegas, Nevada 89129

HAND DELIVERY

RE: License application N08-96306-9-000389

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN

LAWRENCE WEEKLY

TEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

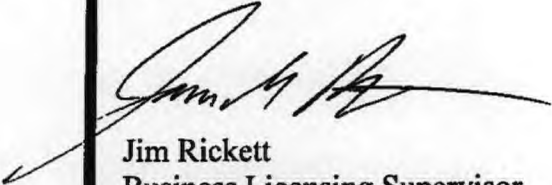
DOUGLAS A. SELBY
CITY MANAGER

Dear Ms. Hernandez:

The Child Care Licensing Board for the city of Las Vegas met Wednesday, January 10, 2007, to consider your application for a family care home license. The action of the board was to deny the application.

Pursuant to Las Vegas Municipal Code Chapter 6.24.110, you may, not later than ten calendar days after this notice, appeal this denial to the Las Vegas City Council by filing a written notice of appeal with the Department of Finance & Business Services, identifying with specificity the errors of law and fact allegedly committed by the board. The Department of Finance & Business Services is located at 400 Stewart Avenue, 3rd Floor, Las Vegas, Nevada.

Sincerely,


Jim Rickett
Business Licensing Supervisor
Business Services Division
Finance & Business Services Department

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

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5
6 BEFORE THE CHILD CARE LICENSING BOARD
7 OF THE CITY OF LAS VEGAS, NEVADA

8 * * *

9 IN THE MATTER OF :

10 APPLICATION FOR CHILD CARE
11 FACILITY LICENSE, Filed by Lia
12 Hernandez

DECISION DENYING
CHILD CARE FACILITY
LICENSE APPLICATION

13
14 Lia Hernandez's application for a CHILD CARE FACILITY LICENSE, to be operated as a
15 family child care home was heard by the Board on January 10, 2007. The Board received testimony
16 from Ms. Hernandez and METRO officers Regan Alexander, Patricia Hickman and Cynthia Sauchak
17 concerning three Areas of Concern stated by METRO as the result of its background investigation of
18 Ms. Hernandez.

19 The three Areas of Concern and the Board's findings with respect to each are as follows:

20 **Area of Concern No. 1** **Operating a family child care home without a city child care**
21 **facility license.**

22 Ms. Hernandez was a licensed child care provider in the State of Utah before moving to Las
23 Vegas, Nevada in August of 2004. She started providing child care services in her residence at 9108
24 Teal Lake Court, Las Vegas, Nevada, in January of 2005, without first applying for and receiving a
25 City child care facility license to operate as a family child care home. Prior to that she ran
26 advertisements in the Las Vegas Review Journal during October 2004, as a "babysitter" and then in
27 December 2004, as a "childcare" provider. Ms. Hernandez knew that in order to provide child care
28 in the City she was first required to apply for and secure a City license.

Ms. Hernandez was given a Cease and Desist Order issued by the Department of Finance and

1 Business Services on June 24, 2005, which she signed for, to immediately discontinue providing child
2 care services without a City license. She continued to provide child services until at least June of
3 2006, without a City license notwithstanding the Cease and Desist Order. She acknowledged to the
4 Board that she should not have operated a family child care home facility without first applying for
5 and obtaining a City license. When asked during an interview with METRO in November 2006, about
6 operating a child care facility without a City license, Ms. Hernandez stated that it was "no big deal."
7 The Board concludes that Ms. Hernandez's actions in not getting a City license were intentional and
8 wilful and showed total disrespect of the City's interest in protecting the health, safety and welfare of
9 its citizens.

10 **Area of Concern No. 2.** **A child sustained an injury while in Ms. Hernandez's unlicensed**
11 **Las Vegas residence.**

12 A two year old boy being cared for by Ms. Hernandez at her unlicensed residence at 9108 Teal
13 Lake Court, Las Vegas, Nevada, was struck in the face by Ms. Hernandez's twelve-year-old stepson
14 on June 11, 2005, at approximately 9:00 p.m. Ms. Hernandez states she was outside in the yard for
15 twenty minutes talking with the parent of another child she was caring for at the time of the striking
16 incident and her husband was upstairs preparing to go to work. Ms. Hernandez did notice bruising
17 at the time the boy's mother picked him up around midnight, acted surprised that the boy had been
18 injured and offered by way of explanation that he may have fallen off the bookcase.

19 The two-year-old boy sustained severe bruising to the right side of his face as the result of
20 being struck while in Ms. Hernandez's care. The boy's mother sought medical attention for the boy
21 at a local hospital on June 12, 2005, at 4:00 a.m., approximately seven hours after the boy was struck.
22 When first interviewed by METRO June 24, 2005, Ms. Hernandez indicated that she did not know
23 how the boy was injured but that she thought he must have fallen off a bookcase. Subsequent to
24 METRO's interviews during June of 2005, Ms. Hernandez informed METRO that her twelve-year-old
25 stepson admitted to her that he struck the boy in the face because the two-year-old boy allegedly bit
26 him.

27 Based on the severity of the injuries sustained by the two-year-old boy, as evidenced by photos
28 of the boys face provided to the Board by METRO, the Board finds that Ms. Hernandez's statements

that she was not aware the boy had been injured the night of June 11, 2005, until the boy's mother arrived are not credible. Additionally, the Board finds it unacceptable that Ms. Hernandez's left the two-year boy unattended for a period of twenty minutes. The Board finds that the home environment of Ms. Hernandez's residence is not suitable for a child care facility in view of the inattentiveness of Ms. Hernandez, the violent act that took place in this matter and the potential for similar violent acts to recur.

Area of Concern No. 3. Ms. Hernandez's failure to disclose information in her child care license application process pertaining to her child care operations in the state of Utah.

Ms. Hernandez answered on her METRO background questionnaire regarding her June 15, 2006, application for a City child care license that she had not been accused of any violation of statute, regulation or code of any state government, when in fact the State of Utah had substantiated violations of its child care code by Ms. Hernandez as the result of her leaving two children in dirty diapers as a form of punishment. One incident occurred in 1999 and the other in 2003. Ms. Hernandez admits that the 1999 incident took place and that she was admonished by the State of Utah that this practice was unacceptable and improper.

The Board finds that Ms. Hernandez's actions were intentionally deceptive in an effort to not raise additional adverse scrutiny regarding her application for a child care facility license in view of the fact she had already been operating without a license for at least a year and one-half when she filed her license application.

DECISION

Lia Hernandez's application for a Child Care Facility License to be operated as a Family Child Care Home is hereby denied pursuant to:

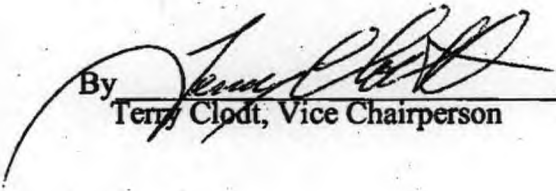
- 1) LVMC 6.02.330 and 6.24.070 as she operated a child care facility without a child care facility license and continued to operate the same after having received a notice to cease and desist such operations until she had secured such license,
- 2) LVMC 6.24.070 (A) (4) (e), as the proposed family child care home of Lia Hernandez has a home environment which is not conducive to the health, safety, morals or welfare of children,

1 and

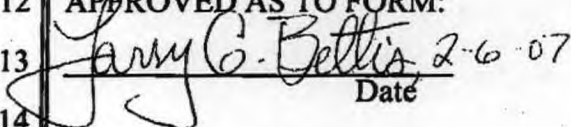
2 3) LVMC 6.24.070 (5), as after due consideration for the protection of the public health,
3 safety, morals and welfare the Board has concluded that Lia Hernandez is unsuitable to receive a
4 license.

5 Dated this 14 day of FEBRUARY, 2007.

7 THE CHILD CARE LICENSING BOARD
8 OF THE CITY OF LAS VEGAS, NEVADA

9
10 By 
Terry Clodt, Vice Chairperson

11
12 APPROVED AS TO FORM:

13 
14 2-6-07
Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new 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)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Massage Establishment 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:

1. Map
2. Submitted at meeting – Written comments by Tom McGowan

Motion made by STEVEN D. ROSS to Strike

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:

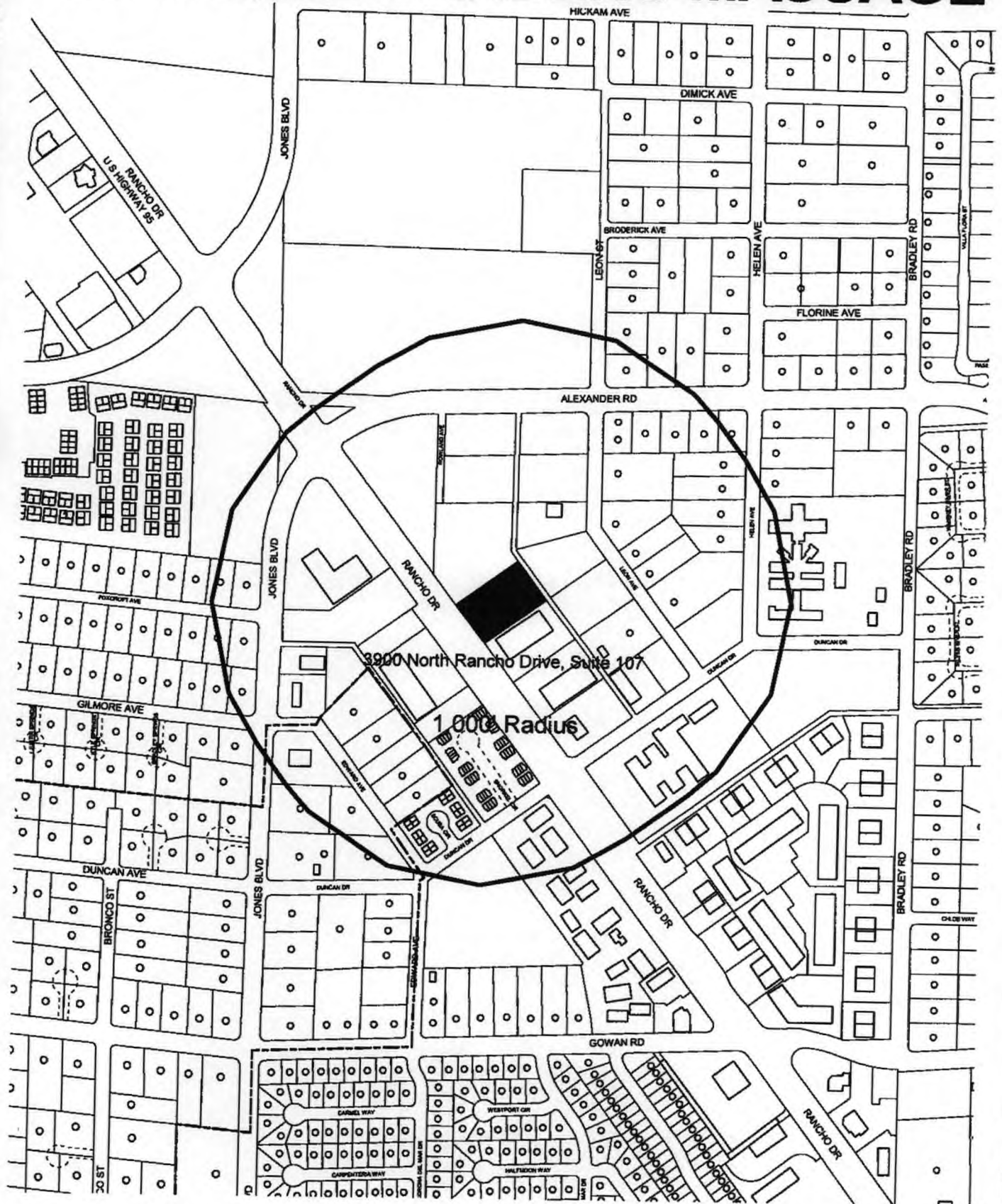
JIM DiFIORE, Manager of Business Services, pointed out that this location has been subject to many massage establishment license applications, all of which have been denied. Without any reflection on this applicant, who was present, MR. DiFIORE noted that he continues to have concerns about a massage establishment at this location. The Council can either approve the temporary license with conditions or strike this matter and bring it back after the investigation has been completed.

CITY COUNCIL MEETING OF: MAY 2, 2007

COUNCILMAN ROSS agreed that this location has been a problem for Ward 6; therefore, he preferred to strike this matter until the investigation has been completed.



TRANQUIL GARDENS MASSAGE



0 300 600 Feet



TM/LAS CNCL MTS: [9th WED. 2 MAY '07 (CNCL CHMB) (CHS MAY 06)

PUBLIC COMMENT:-

.. < (Invit) > ..

Agenda #39. TOM MCGOWAN; LAS VEGAS RESIDENT. ~ DEFINE 'BOUTIQUE' HOTEL. ~ HOW MANY STORIES? WHAT'S THE SQUARE FOOT AREA AND THE RENTAL RATE OF THE HOTEL ROOMS. ~ THANK YOU.

Item #40. TOM MCGOWAN; LAS VEGAS RESIDENT. ~ WHEN AND WHERE WAS THE SUBJECT PLANNING AND DEVELOPMENT PROJECT OPENED FOR PUBLIC PARTICIPATION IN THE DEMOCRATIC PROCESS AT THE PRE-DECISIONMAKING STAGE(?); AND 'IF NEVER', OR 'NOT', ~ WHY NOT? ~ THANK YOU.

Item #44. TOM MCGOWAN; LAS VEGAS RESIDENT. ~ WITHOUT IMPUGNMENT OF THE APPLICANT, ~ HOW MANY 'MASSAGE' ESTABLISHMENTS ARE CURRENTLY LICENSED IN THE CITY OF LAS VEGAS(?); AND ~ HOW MANY 'MASSAGE' ESTABLISHMENTS HAVE BEEN DETERMINED AS ENGAGED IN PROSTITUTION AND/OR HUMAN SLAVERY TRAFFICKING? ~ THANK YOU.

Item #49. TOM MCGOWAN; LAS VEGAS RESIDENT. ~ THE SAME QUESTIONS ARE APPLIED TO ITEM #49. AS WERE ASKED DURING ITEM #44. ~ THANK YOU.

Item #50. TOM MCGOWAN; LAS VEGAS RESIDENT. ~ I RECOMMEND YOU NAME THE PARK: 'THE TULE SPRINGS MUNICIPAL PARK', AND YOU NAME THE PUBLIC REST ROOMS: 'THE FLOOD LAMB COMMEMORATIVE PUBLIC REST ROOMS'. ~ THANK YOU

Item #56. TOM MCGOWAN; LAS VEGAS RESIDENT. ~ AS PREVIOUSLY STATED, THE SUBJECT ITEM IS THE INACCURATE AND INCOMPLETE PRODUCT OF A 'HIDDEN AGENDA' EXPEDIENTLY ENGAGED IN THE MISREPRESENTATION, FRAUD, EXTORTION OF BOTH PUBLIC AND PRIVATE FUNDS IN FURTHERANCE OF A WHOLLY SUBVERSIVE, LIMITED SPECIAL INTERESTED AGENDA, AND THEREAS CONSTITUTES MISFEASANCE OF OFFICE AND MISFEASANCE OF BOTH PUBLIC AND PRIVATE FUNDS. APPROPRIATE COMPLAINTS WILL BE FILED WITH BOTH STATE AND FEDERAL INVESTIGATIVE AGENCIES, PURSUANT TO REMEDIATION IN ACCORDANCE WITH APPLICABLE LAW. ~ ~~THANK YOU~~

(IN RELEVANT SIDENOTE: ~ CONSENT AGENDA ITEM #13, IS IN VIOLATION OF NRS 241, THE NEVADA OPEN MEETING LAW, AND WILL ALSO BE THE SUBJECT OF COMPLAINT, ~ (1.)

THANK YOU.)

Submitted at City Council
Date 5/2/07 Item #44