



MINUTES

City of Las Vegas

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

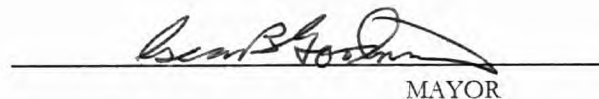
CITY COUNCIL
MEETING OF
MAY 16, 2007

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 ROSS	☒	☐
COUNCILWOMAN BRENDA J. WILLIAMS	☒	☐
DOUG SELBY, CITY MANAGER	☒	☐
BRAD JERBIC, CITY ATTORNEY	☒	☐
BEVERLY K. BRIDGES, ACTING CITY CLERK	☒	☐

APPROVED BY REFERENCE: JUNE 20, 2007

ATTEST:


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.

**THE CITY COUNCIL MEETING NORMALLY SCHEDULED FOR JULY 4,
2007 HAS BEEN RESCHEDULED TO JULY 11, 2007**

May 16, 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 BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF HISTORIC PRESERVATION MONTH

8. RECOGNITION OF THE BUILDING AND SAFETY DEPARTMENT FOR EARNING THE NATIONAL SILENT DEFENDER AWARD
9. RECOGNITION OF MOUNTAIN VIEW LUTHERAN SCHOOL FOR EARNING THE GREAT AMERICAN PRIDE AWARD
10. RECOGNITION OF THE CIMARRON MEMORIAL HIGH SCHOOL ROBOTICS TEAM FOR WINNING THE FIRST ROBOTICS NATIONAL CHAMPIONSHIP
11. RECOGNITION OF LANCE ARMSTRONG FOUNDATION DAY

BUSINESS ITEMS - MORNING

12. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
13. Approval of the Final Minutes by reference of the Special City Council meeting of April 9, 2007, and the regular City Council meeting of April 18, 2007

CONSENT AGENDA

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

FIELD OPERATIONS - CONSENT

14. Approval of a First Amendment to a Lease Agreement between Aquarius Owner, LLC and the City of Las Vegas to occupy additional office space located at 300 East Charleston Boulevard (\$5,000 additional rent per month - General Fund/Rental of Land) - Ward 3 (Reese)
15. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right-of-Entry previously on record and continue to allow Nevada Power Company access to the site for electrical systems needs located at 400 S. 4th Street commonly known as City Centre Garage, APN 139-34-301-004 - Ward 3 (Reese)
16. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right-of-Entry previously on record and continue to allow Nevada Power Company access to the site for electrical systems needs located at 100 S. Rampart Boulevard commonly known as Angel Park, APN 138-31-501-003 - Ward 2 (Wolfson)
17. Approval of a Memorandum of Understanding between the City of Las Vegas and Alta Montecito, L.P. for landscaping and maintenance on Bureau of Land Management patented land located at 7151 Oso Blanca Road, known as Mountain Ridge Park - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

18. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
19. Approval of Notice of Intent to Augment and Amend the Fiscal Year 2007 Annual Budget of the City of Las Vegas General Fund

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

20. Approval of a Special Event Alcoholic Beverage License for Beauty Bar, Location: 517 Fremont Street, Dates: June 1, 3, and 20, 2007 and July 6 and 14, 2007, Type: Special Event General, Event: First Friday/Concerts, Responsible Person in Charge: Bree Blumstein - Ward 5 (Williams)
21. Approval of a Special Event Alcoholic Beverage License for Boricua Association of Las Vegas, Location: 720 Twin Lakes Drive, Date: May 27, 2007, Type: Special Event Beer/Wine, Event: Annual Puerto Rican Memorial Day Festival, Responsible Person in Charge: Rose M. Salter - Ward 5 (Williams)
22. Approval of Change of Location and Change of Ownership for a Liquor Caterer License, From: Lynn Barbarite, dba Events Catering, To: Events Catering, LLC, dba Events Catering, 231 South 3rd Street, Lynn M. Barbarite, Managing Mmbr, 100% - Ward 3 (Reese)
23. Approval of a new Restaurant Service Bar License, Ivy Grill, LLC, dba Ivy Grill, LLC, 2620 Regatta Drive, Suite 118, Erik R. Watts, Managing Mmbr, 100% - Ward 4 (Brown)
24. Approval of a new Beer/Wine/Cooler On-sale License, Sammy's Woodfired Pizza dba Sammy's Woodfired Pizza, 7160 North Durango Drive, Suite 110, Sami Ladeki, Dir, Pres, Secy, Treas, 100% - Ward 6 (Ross)
25. Approval of Franchise Managers for a Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. regulations, 7-Eleven, Inc., dba 7-Eleven Store #27228, 2403 South Eastern Avenue, Jadore, Inc., Debra D. Croteau, Pres, 50% and Albert B. Croteau, Jr., Secy, Treas, 50% - Ward 3 (Reese)
26. Approval of a new Restricted Gaming License for 5 slots, Jadore, Inc., db at 7-Eleven Store #27228, 2403 South Eastern Avenue, Debra D. Croteau, Pres, 50% and Albert B. Croteau, Jr., Secy, Treas, 50% - Ward 3 (Reese)
27. Approval of a Temporary Restricted Gaming License for 6 slots subject to confirmation of approval by the Nevada Gaming Commission, Harsh Bembi, db at 7-Eleven Store #13681, 4950 West Charleston Boulevard, Harsh Bembi, Sole Proprietor, 100% - Ward 1 (Tarkanian)
28. Approval of a new Psychic Art and Science License, Shirley Jenkins, dba Shirley Jenkins, 8155 East Fairmount Drive, #911, Shirley A. Jenkins, 100% - Colorado
29. Approval of a Special Event Alcoholic Beverage License for Wolfgang Puck Catering, Location: 333 South Valley View Boulevard, Dates: May 30, 2007 and June 5, 8 and 9, 2007 Type: Special Event General, Events: Private Party/Sit Down Dinner/Concert, Responsible Person in Charge: Andrew Sidebotham - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

30. Approval of award of Modification to Bid No. 06.15341.11-LED, Gilmore Cliff Shadow Trail Head located at Cliff Shadows Parkway and Alexander Road - Department of Public Works - Award recommended to: CG&B ENTERPRISES, INC. (\$500,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 4 (Brown)
31. Approval of Modification No. 1 to Engineering Design Services Agreement No. 070066-DC, Brent Lane and Tule Springs Detention Basins Project located within Floyd Lamb State Park, 9200 Tule Springs Road - Department of Public Works - Award recommended to: LOUIS BERGER GROUP, INC. (\$466,320 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)
32. Approval of Software License and Services Agreement No. SLSA-34075-28-OCT-97 for an Oracle Software License Upgrade and Service - Department of Information Technologies - Award recommended to: ORACLE USA, INC. (\$702,942 - Computer Services Internal Service Fund)

HUMAN RESOURCES - CONSENT

33. Approval to amend the contract with Wellness Coaches USA for the City of Las Vegas Wellness Program (\$273,600 - Self-Insurance Internal Service Fund)

NEIGHBORHOOD SERVICES - CONSENT

34. Approval to enter into an Agreement that assigns the Community Development Block Grant (CDBG)/HOME/15% Set-Aside Program funding conditions to Nelson A. Martinez to ensure that the property located at 618 W. Van Buren Avenue will continue to be utilized as affordable housing per the applicable funding agreements and regulations - Ward 5 (Williams)
35. Approval of an Interlocal Agreement between Clark County and the cities of Las Vegas, Henderson and North Las Vegas for joint funding of a Jobs-Housing Balance Analysis to be prepared by Restrepo Consulting Group, LLC (\$23,750 - Redevelopment Agency) - All Wards

PUBLIC WORKS - CONSENT

36. Approval of an Encroachment Request from Olsson Associates on behalf of 2233 Paradise Road Associates, LLC, owner (northeast corner of Sahara Avenue and Paradise Road) - Ward 3 (Reese)
37. Approval of an Encroachment Request from Peak Development on behalf of 6th Street Group, LLC, owner (6th Street between Bonneville Avenue and Garces Avenue) - Ward 3 (Reese)
38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Jose A. Meraz and Oralia Meraz, owners (west of Torrey Pines Drive, south of Buckaroo Avenue, APN 138-14-113-020) - County (near Ward 5 - Williams)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Bruce Noble on behalf of LaTonya Powell, owner (south of Lake Mead Boulevard, west of Leonard Lane, APN 138-24-701-023) - County (near Ward 5 - Williams)
40. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (on the east and west sides of Conquistador Street, between Centennial Parkway and Regena Avenue, APNs 125-30-101-004 and -005) - County (near Ward 6 - Ross)
41. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (southeast corner of Centennial Parkway and Marla Street, APNs 126-25-101-003 and -004) - County (near Ward 6 - Ross)
42. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (between Centennial Parkway and Regena Avenue, east of Egan Crest Drive and west of Eula Street, APNs 126-25-501-007 thru -013, 125-30-101-001 and -002) - County (near Ward 6 - Ross)
43. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (generally bounded between Centennial Parkway, Bright Angel Way, Park Street and Chieftain Street, APNs 125-30-502-007, -012, -013 and 125-30-601-007) - County (near Ward 6 - Ross)
44. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman and Turner, Inc., on behalf of Horace G. Smith Jr. and Mildred R. Smith, owners (west of El Capitan Way, north of Hammer Lane, APN 125-32-102-032) - County (near Ward 4 - Brown)
45. Approval of Interlocal Agreement 112774 with the Las Vegas Valley Water District for water service to serve the Hoover Avenue and Casino Center Boulevard Streetscape Improvement project (\$33,208 - General Fund) - Ward 3 (Reese)
46. Approval of funding applications to the Bureau of Land Management (BLM) for performing six planning studies for Floyd Lamb Park - Ward 6 (Ross)

47. Approval of 12 Cooperative Agreements with the Bureau of Land Management (BLM) for Southern Nevada Public Land Management Act (SNPLMA) Round 6 project funding and authorization for staff to execute agreements - All Wards
48. Approval of an Interlocal Agreement between the City of Henderson; the City of Las Vegas; Clark County; Clark County Regional Flood Control District; Clark County Water Reclamation District and the Southern Nevada Water Authority for the continuation of funding for the Las Vegas Wash activities for FY07-08 (\$306,981 - Sanitation Fund) - County

RESOLUTIONS - CONSENT

49. R-32-2007 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Summerlin Special Improvement Districts and in certain other districts and providing other matters properly relating thereto - All Wards
50. R-33-2007 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and in certain other districts and providing other matters properly relating thereto - All Wards
51. R-34-2007 - Approval of a Resolution opposing any legislation that would redistribute or increase visitor paid room tax - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

52. Report from the City Manager on Emerging Issues
53. Discussion and possible action concerning the status of 2007 legislative issues - All Wards
54. Discussion and possible action regarding an Amended and Restated Agreement to Design, Construct, and Lease a Performing Arts Center by and among City Parkway V, Inc., the City of Las Vegas, and the Las Vegas Performing Arts Center Foundation on a portion of Union Park located generally 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) (\$5,603,000 - General Fund) - Ward 5 (Williams)
55. Report and possible action related to the Las Vegas Strategic Plan Priorities concerning "Manage cost and revenue resources to achieve efficient operations" and "Support and encourage sustainability, livability and pride in our neighborhoods" - All Wards

CITY ATTORNEY - DISCUSSION

56. Discussion and possible action on Appeal of Work Card Denial: Tikisa Larue Primes, 6645 W. Tropicana Avenue #203, Las Vegas, Nevada 89103
57. Discussion and possible action to approve continued funding of Harrison, Kemp & Jones to represent the City of Las Vegas in an arbitration filed against it by Asphalt Products Corporation over the construction of Washington Buffalo Park Phases 1-A and 1-B for an amount not to exceed \$700,000 - Ward 4 (Brown)
58. Discussion and possible action to approve a Memorandum of Understanding between the City of Las Vegas and Sun City Summerlin Community Association regarding legal fees and costs associated with litigation involving the right hand turn at McCarran International Airport and other matters relating thereto - All Wards

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

59. 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)

60. Discussion and possible action regarding Temporary approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Contessa DiNobili, Ltd., dba Alfredo's Italian Bistro, 4275 North Rancho Drive, Suite 130, Christine M. Harper, Managing Mmbr, 50% and Kathleen P. Murray, Managing Mmbr, 50% [NOTE: Item to be heard in the afternoon session in conjunction with Item 159 - SUP-20214] - Ward 6 (Ross)
61. Discussion and possible action regarding approval of a Corporate Officer for a Tavern License, Jillian's Management Company, Inc., dba Jillian's, 450 Fremont Street, Suite 130, Loraine W. Kusahara, Dir, Pres, Secy, Treas, 100% - Ward 5 (Williams)
62. Discussion and possible action regarding approval of a Corporate Officer for a Liquor Caterer License, Jillian's Management Company, Inc., dba Jillian's, 450 Fremont Street, Suite 130, Loraine W. Kusahara, Dir, Pres, Secy, Treas, 100% - Ward 5 (Williams)
63. Discussion and possible action regarding Temporary approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes, Yvonne Y. Shin, dba Momotaro Sushi & Shabu Shabu Bar, 7160 North Durango Drive, Suite 140, Yvonne Y. Shin, Owner, Mgr, 100% - Ward 6 (Ross)
64. Discussion and possible action regarding Temporary approval of a new Package License subject to the provisions of the planning and fire codes, Nasir Kosa, dba Value Market, 1510 East Sahara Avenue, Nasir Kosa, Owner, 100% [NOTE: Item to be heard in the afternoon session in conjunction with Item 157 - SUP-19754] - Ward 3 (Reese)
65. Discussion and possible action regarding Temporary Approval of Change of Business Name, Change of Location, and Change of Ownership for a Tavern License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Bola I, LLC., dba La Salsa Cantina Mexican Fare, To: Nevada Restaurant Services, Inc., dba Dotty's #34, 4437 West Charleston Boulevard, Richard C. Estey, Pres, 100% - Ward 1 (Tarkanian)
66. Discussion and possible action regarding a Ninety Day Review of a Psychic Art and Science License, Lorraine Marks, dba Ms. Laurie, 425 Fremont Street, Lorraine L. Marks, 100% - Ward 3 (Reese)
67. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, RLNA, Inc., dba Spiritual Insights, 6176 West Charleston Boulevard, Lolita Evans, 50% - Ward 1 (Tarkanian)
68. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, RLNA, Inc., dba Spiritual Insights, 6176 West Charleston Boulevard, Nancy Evans, 50% - Ward 1 (Tarkanian)
69. Discussion and possible action regarding Change of Ownership for a Tavern License, From: JCK Ventures, LLC, dba Heights (Non-operational), To: Drejo Enterprises, LLC, dba Tom Peters Gaming Bar, 465 South Decatur Boulevard, Jocelyn M. Nixon, Manager Mmbr - Ward 1 (Tarkanian)

FIRE & RESCUE - DISCUSSION

70. Discussion and possible action to rescind the Council's action regarding 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
71. Discussion and possible action regarding 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

NEIGHBORHOOD SERVICES - DISCUSSION

72. Discussion and possible action on a report from the Las Vegas Housing Authority (HACLV) on the Tenant Based Rental Assistance (TBRA) Program for Hurricane Katrina victims - All Wards

PLANNING & DEVELOPMENT - DISCUSSION

73. Discussion and possible action regarding the Parks Agreement between the City of Las Vegas and Kyle Acquisition Group, LLC, on approximately 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-001-001 and 002; 125-06-002-001, 002, 003 and 009; 125-07-101-001 and 002; 125-07-201-001 and 002; 125-07-301-001 and 002; 125-07-401-001 and 002; 125-07-501-001 and 002; 125-07-601-001 and 002; and 126-12-000-001) [NOTE: Item to be heard in the afternoon session in conjunction with Items 94 (DIR-21605) and 95 (ZON-20543)] - Ward 6 (Ross)

PUBLIC WORKS - DISCUSSION

74. Discussion and possible action on a request to allow horse and carriage rides on city streets in the downtown area [NOTE: Item to be heard in the afternoon session in conjunction with Item 104 - SUP-20184] - Wards 3 and 5 (Reese and Williams)

RESOLUTIONS - DISCUSSION

75. R-35-2007 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency and FR Fremont, LLC, d/b/a USA Hostels LV, located at 1322 Fremont Street (APN 139-35-310-050) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 3 (Reese) [NOTE: This item is related to RDA Items 4 (RA-7-2007) and 5]

BOARDS & COMMISSIONS - DISCUSSION

76. LAS VEGAS CONVENTION & VISITORS AUTHORITY – Mayor Oscar Goodman, Term Expiration – June 2007

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

77. 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
78. 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
79. 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
80. 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

NEW BILLS - DISCUSSION

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

81. Bill No. 2007-21 – Authorizes the issuance of a local improvement district bond, Series 2007, for an amount not to exceed \$481,000 for Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road) - Proposed by Mark R. Vincent, Director of Finance and Business Services Department

82. Bill No. 2007-22 – Amends the City’s drought plan regulations to allow new turf to be installed in the front yards of single-family dwellings, subject to existing overall turf limitations. Sponsored by: Councilman Steven D. Ross
83. Bill No. 2007-23 – Eliminates the “resolution of intent” process as an alternative process for future rezoning approvals. Proposed by: M. Margo Wheeler, Director of Planning and Development
84. Bill No. 2007-24 – Amends the regulations governing the use of City parks to prohibit persons over the age of twelve years from being within a certain proximity to children’s play areas or play equipment, except under specified circumstances. Proposed by: Karen Coyne, Director of Detention and Enforcement

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

85. 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

86. Public Hearing to assess inspection/reinspection fees and civil penalties located at 920 W. Bonanza Road. PROPERTY OWNER: MOULIN ROUGE PROPERTIES LLC – Ward 5 (Williams)
87. Public Hearing to assess inspection/reinspection fees and civil penalties located at 1001 W. McWilliams Avenue. PROPERTY OWNER: MOULIN ROUGE PROPERTIES – Ward 5 (Williams)
88. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance and assess civil penalties located at 4319 Fulton Place. PROPERTY OWNER: KATHERINE M. PAOLA - Ward 1 (Tarkanian)

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - CONSENT

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

89. EOT-20771 - APPLICANT: JAMES E. STROH, ARCHITECT, INC. - OWNER: DECATUR III, LLC - Request for an Extension of Time of an approved Rezoning (Z-0018-01) FROM: R-E (Residence Estates) TO: C-1 (Limited Commercial) on 3.6 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APN 125-25-601-022), Ward 6 (Ross). Staff recommends APPROVAL
90. EOT-20772 - APPLICANT: JAMES E. STROH, ARCHITECT, INC. - OWNER: DECATUR III, LLC - Request for an Extension of Time of approved Site Development Plan Reviews [(Z-0018-01(1), Z-0109-97(1), Z-0110-97(2)] WHICH ALLOWED A PROPOSED 262,640 SQUARE FOOT RETAIL COMMERCIAL DEVELOPMENT on 27.6 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APN 125-25-601-022 and 023), R-E (Residential Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends APPROVAL

91. EOT-21097 - APPLICANT/OWNER: LAKE EAST PARTNERS, LLC - Request for an Extension of Time of an approved Site Development Plan Review (SDR-6058) FOR THE PROPOSED CONVERSION OF AN EXISTING 448 UNIT APARTMENT PROJECT TO A CONDOMINIUM DEVELOPMENT on 20.00 acres at 3001 Lake East Drive (APNs 163-08-701-001 and 163-08-603-001), R-PD23 (Residential Planned Development - 23 Units per Acre) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL
92. EOT-21098 - APPLICANT/OWNER: LAKE STARBOARD PARTNERS, LLC - Request for an Extension of Time of an approved Site Development Plan Review (SDR-6057) FOR THE PROPOSED CONVERSION OF AN EXISTING 448 UNIT APARTMENT PROJECT TO A CONDOMINIUM DEVELOPMENT on 19.68 acres at 8600 Starboard Drive (APN 163-08-601-005), R-PD23 (Residential Planned Development - 23 Units per Acre) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

93. MSH-21013 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to amend the Master Plan of Streets and Highways TO SELECT THE NORTHERN ALTERNATIVE FREEWAY/EXPRESSWAY ALIGNMENT KNOWN AS MOUNTAINS EDGE PARKWAY AS THE PERMANENT ALIGNMENT ON THE MASTER PLAN OF STREETS AND HIGHWAYS AND TO REMOVE THE SOUTHERN ALTERNATIVE FREEWAY/EXPRESSWAY ALIGNMENT FROM THE MASTER PLAN OF STREETS AND HIGHWAYS BETWEEN GRAND TETON ROAD AND FORT APACHE ROAD, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
94. DIR-21605 - PUBLIC HEARING - KYLE ACQUISITION GROUP, LLC - Consideration and possible action regarding the Development Agreement for the Kyle Canyon Development on approximately 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-001-001 and 002; 125-06-002-001, 002, 003 and 009; 125-07-101-001 and 002; 125-07-201-001 and 002; 125-07-301-001 and 002; 125-07-401-001 and 002; 125-07-501-001 and 002; 125-07-601-001 and 002; and 126-12-000-001), Ward 6 (Ross). NOTE: To be heard in conjunction with Morning Session Item 73
95. ZON-20543 - PUBLIC HEARING - APPLICANT/OWNER: KYLE ACQUISITION GROUP, LLC - Request for Rezoning FROM: R-E (RESIDENCE ESTATES) AND U (UNDEVELOPED) TND (TRADITIONAL NEIGHBORHOOD DEVELOPMENT) LAND USE DESIGNATION] TO: TD (TRADITIONAL DEVELOPMENT) on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-001-001 and 002; 125-06-002-001, 002, 003 and 009; 125-07-101-001 and 002; 125-07-201-001 and 002; 125-07-301-001 and 002; 125-07-401-001 and 002; 125-07-501-001 and 002; 125-07-601-001 and 002; and 126-12-000-001), Ward 6 (Ross). NOTE: To be heard in conjunction with Morning Session Item 73
96. ZON-20185 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL RILEY DEVELOPMENT - Request for a Rezoning FROM: U (UNDEVELOPED) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION] TO: T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION] on 1.61 acres approximately 1000 feet west of the intersection of West Centennial Parkway and Grand Montecito Parkway (APN 125-20-803-006), Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
97. SDR-20186 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL RILEY DEVELOPMENT - Request for a Site Development Plan Review FOR A TWO STORY, 21,730 SQUARE FOOT MEDICAL OFFICE BUILDING AND A WAIVER TO ALLOW NO LANDSCAPE BUFFER ALONG THE WEST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED on 1.61 acres approximately 1000 feet west of the intersection of West Centennial Parkway and Grand Montecito Parkway (APN 125-20-803-006), U (Undeveloped) Zone [SC-TC (Service Commercial – Town Center) Special Land Use Designation] [PROPOSED: T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center)] Special Land Use Designation], Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
98. ZON-20200 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-V (CIVIC) on 18.4 acres located at 2100 East St. Louis Avenue (APN 162-01-401-011), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
99. SDR-20201 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR THE RENOVATION OF AN EXISTING PUBLIC PARK on 18.4 acres located at 2100 East St. Louis Avenue (APN 162-01-401-011), R-1 (Single Family Residential) Zone [PROPOSED: C-V (Civic)], Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

- 100.ZON-19444 - PUBLIC HEARING - APPLICANT/OWNER: NADER ZEIGHAMI - Request for a Rezoning FROM R-E: (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 0.48 acres located on the northwest corner of Decatur Boulevard and Auburn Avenue (APN 138-24-511-012), Ward 5 (Williams). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 101.VAR-20027 - PUBLIC HEARING - APPLICANT: WILLOW PINES RANCH - OWNER: SELECTIVE HOLDINGS, INC - Request for a Variance TO ALLOW NON-HABITABLE ACCESSORY STRUCTURES (HORSE FACILITIES) TO BE 21,122 SQUARE FEET WHERE 3,136 SQUARE FEET IS THE MAXIMUM ALLOWED on 4.45 acres located at 5770 West Rosada Way (APN 125-36-301-010), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 102.SUP-20198 - PUBLIC HEARING - APPLICANT: RED ROCK MOTORCYCLES SALES - OWNER: SUMMIT GLOBAL LLC - Request for a Special Use Permit FOR MOTORCYCLE/MOTOR SCOOTER SALES at 2260 South Rainbow Boulevard (APNs 163-02-415-002 and 016), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 103.SDR-20196 - PUBLIC HEARING - APPLICANT: RED ROCK MOTORCYCLES SALES - OWNER: SUMMIT GLOBAL LLC - Request for a MAJOR MODIFICATION OF AN APPROVED PLOT PLAN REVIEW [Z-0045-88(1)] FOR AN EXISTING BUILDING IN CONJUNCTION WITH A PROPOSED MOTORCYCLE/MOTOR SCOOTER SALES DEALERSHIP on 7.73 acres at 2260 South Rainbow Boulevard (APNs 163-02-415-002 and 016), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 104.SUP-20184 - PUBLIC HEARING - APPLICANT: LAS VEGAS CARRIAGES LLC - OWNER: BAPTIST MISSION TO ENGLAND, INC - Request for a Special Use Permit FOR HORSE DRAWN CARRIAGE RIDES at 1060 South Main Street (APN 139-33-811-013), C-M (Commercial/Industrial) Zone, Ward 3 (Reese). NOTE: To be heard in conjunction with Morning Session Item 74. The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 105.SUP-20189 - PUBLIC HEARING - APPLICANT: AACCESS BAIL BONDS - OWNER: OSVALDO FUMO - Request for a Special Use Permit FOR A BAILBOND SERVICE at 117 Gass Street (APN 139-34-310-029), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 106.SDR-20124 - PUBLIC HEARING - APPLICANT: THE ANIMAL FOUNDATION - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR AN EXISTING 1,900 SQUARE-FOOT VETERINARY SCHOOL, 4,116 SQUARE-FOOT ANIMAL SHELTER, 1,900 SQUARE-FOOT OFFICE, AND A PROPOSED BARN AND RESTROOM FACILITY on 8.39 acres adjacent to the southwest corner of Harris Avenue and Mojave Road (APN 139-25-405-008), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 107.SDR-20178 - PUBLIC HEARING - APPLICANT: LEVITZ HOME FURNITURE - OWNER: CONSTANTINO NOVAL NEVADA LLC. - Request for a Site Development Plan Review FOR A PROPOSED FREESTANDING SIGN, 80-FEET IN HEIGHT WITHIN 200 FEET OF THE US 95 HIGHWAY on 8.19 acres at 81 South Martin Luther King Boulevard (APN 139-33-510-002), M (Industrial) Zone, Ward 5 (Williams). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 108.VAC-19628 - PUBLIC HEARING - OWNER/APPLICANT: BARBARA J. FARMANALI - Petition to vacate a drainage easement generally located on the north side of Centennial Parkway, approximately 645 feet east of Leon Avenue, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 109.VAC-19867 - PUBLIC HEARING - APPLICANT: LAS VEGAS CIVIL ENGINEERING - OWNER: RUTHERFORD MCKINNEY - Petition to Vacate a 20-foot wide section of public right-of-way generally located west of D Street, north of Owens Avenue and south of Leonard Avenue, Ward 5 (Williams). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 110.RQR-20054 - ABEYANCE ITEM - 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

- 111.SUP-18347 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC
- Request for a Special Use Permit FOR A PROPOSED 800 SQUARE FOOT CAR WASH, FULL SERVICE on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 112.SUP-18630 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC
- Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN A PROPOSED SERVICE STATION WITHOUT AUTOMOTIVE REPAIR on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 113.SDR-18349 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LLC -
Request for a Major Amendment to an approved Site Development Plan Review FOR A PROPOSED 4,056 SQUARE-FOOT SERVICE STATION WITHOUT AUTOMOTIVE REPAIR, AN 800 SQUARE FOOT CAR WASH, FULL SERVICE, AND A 2,700 SQUARE FOOT RESTAURANT WITH DRIVE-THROUGH on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 114.GPA-18776 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS AVEMARIA - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: R (RURAL DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL) on 0.61 acres at 5200 Vegas Drive (APN 138-24-801-027), Ward 5 (Williams). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 115.ZON-18773 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS AVEMARIA - Request for a Rezoning FROM: O (OFFICE) AND R-D (SINGLE FAMILY RESIDENTIAL - RESTRICTED) TO: C-1 (LIMITED COMMERCIAL) on 0.61 acres at 5200 Vegas Drive (APN 138-24-801-027), Ward 5 (Williams). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 116.SUP-18774 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS AVEMARIA - Request for a Special Use Permit FOR AN EXISTING BUILDING MAINTENANCE SERVICE AND SUPPLY ESTABLISHMENT at 5200 Vegas Drive (APN 138-24-801-027), O (Office) and R-D (Single Family Residential - Restricted) Zones [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Williams). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 117.SDR-19330 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS AVEMARIA - Request for a Site Development Plan Review FOR A 1,548 SQUARE-FOOT OFFICE DEVELOPMENT WITH WAIVERS TO ALLOW NO PERIMETER LANDSCAPE BUFFERS ALONG THE NORTH AND EAST PROPERTY LINES AND A PORTION OF THE WEST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A FOUR-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG THE SOUTH PROPERTY LINE WHERE 15 FEET IS REQUIRED on 0.61 acres at 5200 Vegas Drive (APN 138-24-801-027), O (Office) and R-D (Single Family Residential-Restricted) Zones [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Williams). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL
- 118.GPA-20150 - PUBLIC HEARING - APPLICANT: DIAMOND SPRINGS LLC - OWNER: FIRST SOUTHERN BAPTIST CHURCH - Request to Amend a portion of the Southeast Sector Plan of the Master Plan FROM: PF (PUBLIC FACILITIES) TO: O (OFFICE) on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN-162-03-801-135), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
- 119.ZON-20151 - PUBLIC HEARING - APPLICANT: DIAMOND SPRINGS LLC - OWNER: FIRST SOUTHERN BAPTIST CHURCH - Request for a Rezoning FROM: C-V (Civic) TO: O (OFFICE) on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN-162-03-801-135), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

- 120.VAR-20152 - PUBLIC HEARING - APPLICANT: DIAMOND SPRINGS LLC - OWNER: FIRST SOUTHERN BAPTIST CHURCH - Request for a Variance TO ALLOW A TWO-STORY 35 FOOT HIGH OFFICE BUILDING 15 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 105 FEET on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN-162-03-801-135), C-V (Civic) Zone [PROPOSED: O (OFFICE) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
- 121.SDR-20149 - PUBLIC HEARING - APPLICANT: DIAMOND SPRINGS LLC - OWNER: FIRST SOUTHERN BAPTIST CHURCH - Request for a Site Development Plan Review FOR A PROPOSED 11,110 SQUARE FOOT OFFICE BUILDING on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN-162-03-801-135), C-V (Civic) Zone [PROPOSED: O (Office) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
- 122.ZON-18208 - ABEYANCE ITEM - 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
- 123.GPA-20175 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT GROUP, INC. - OWNER: FLETCHER JONES, SR. TRUST - Request to amend a portion of the Southeast Sector Plan of the Master Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.54 acres on property located on the north side of Alta Drive, approximately 500-feet west of Decatur Boulevard, (APN 138-36-713-028 and 138-36-713-029) Ward 1 (Tarkanian). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 124.ZON-19128 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT GROUP, INC. - OWNER: FLETCHER JONES, SR. TRUST - Request for a Rezoning FROM R-3 (MEDIUM DENSITY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL) on 0.26 acres on property located on the north side of Alta Drive, approximately 600-feet west of Decatur Boulevard (APN 138-36-713-028), Ward 1 (Tarkanian). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 125.GPA-20188 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD - OWNER: CITY OF LAS VEGAS - Request to Amend a portion of the Southeast Sector Plan of the Master Plan FROM: PF (PUBLIC FACILITIES) TO: M (MEDIUM DENSITY RESIDENTIAL) on 3.98 acres on the northwest corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), Ward 3 (Reese). The Planning Commission (4-2 vote on a motion for approval) failed to obtain a super majority vote which is tantamount to DENIAL. Staff recommends APPROVAL
- 126.ZON-20192 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD - OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) UNDER A RESOLUTION OF INTENT TO C-V (CIVIC) ZONE TO: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) on 3.98 acres on the northwest corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), Ward 3 (Reese). The Planning Commission (4-2 vote) and staff recommend APPROVAL
- 127.WVR-20191 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD - OWNER: CITY OF LAS VEGAS - Request for a Waiver of Title 18.12.100 TO ALLOW PRIVATE STREETS TO BE 24 FEET WIDE WHERE 37 FEET IS THE MINIMUM FOR A PROPOSED 56-UNIT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION ON 3.98 ACRES located on the northwest corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), C-1 (Limited Commercial) Zone, under a Resolution of Intent to C-V (Civic) Zone, [PROPOSED: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) Zone], Ward 3 (Reese). The Planning Commission (4-2 vote) and staff recommend APPROVAL
- 128.VAR-20193 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD - OWNER: CITY OF LAS VEGAS - Request for a Variance TO ALLOW A RESIDENTIAL PLANNED DEVELOPMENT ON 3.98 ACRES WHERE FIVE ACRES IS THE MINIMUM REQUIRED FOR A PROPOSED 56-UNIT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION located on the northwest corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), C-1 (Limited Commercial) Zone, under a Resolution of Intent to C-V (Civic) Zone, [PROPOSED: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL

- 129.VAR-20190 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD. - OWNER: CITY OF LAS VEGAS - Request for a Variance TO ALLOW 2,059 SQUARE FEET OF OPEN SPACE WHERE 40,249 SQUARE FEET IS REQUIRED FOR A PROPOSED 56-UNIT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION on 3.98 acres located at the northwest corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), C-1 (Limited Commercial) Zone, under a Resolution of Intent to C-V (Civic) Zone, [PROPOSED: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (3-3 tie vote on a motion for approval) NO RECOMMENDATION
- 130.SDR-20187 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 56-UNIT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION OF THREE-STORY (38.5-FOOT HIGH) HOMES ON 3.98 ACRES, located on the northeast corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), C-1 (Limited Commercial) Zone, under a Resolution of Intent to C-V (Civic) Zone, [PROPOSED: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (3-3 tie vote on a motion for approval) NO RECOMMENDATION
- 131.ZON-19210 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION CO. - OWNER: TOWNE VISTAS, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) ZONE [M-TC (MEDIUM DENSITY RESIDENTIAL - TOWN CENTER) GENERAL PLAN DESIGNATION] TO: T-C (TOWN CENTER) ZONE [M-TC (MEDIUM DENSITY RESIDENTIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION] on 4.62 acres on the south side of Echelon Point Drive, 350 feet east of Campbell Road (APN 125-20-301-015), Ward 6 (Ross). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 132.VAR-19853 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION CO. - OWNER: TOWNE VISTAS, LLC - Request for a Variance TO ALLOW A PROPOSED CONDOMINIUM BUILDING TO BE 55 FEET FROM THE NORTH PROPERTY LINE WHERE THE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A SETBACK OF 173 FEET on 4.62 acres on the south side of Echelon Point Drive, 350 feet east of Campbell Road (APN 125-20-301-015), U (Undeveloped) Zone [M-TC (Medium Density Residential- Town Center) General Plan Designation] To: T-C (Town Center) [M-TC (Medium Density Residential - Town Center)] Special Land Use Designation] Ward 6 (Ross). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 133.SDR-19211 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION CO. - OWNER: TOWNE VISTAS LLC - Request for a Site Development Plan Review FOR A 115-UNIT CONDOMINIUM DEVELOPMENT COMPOSED OF TWO FIVE-STORY BUILDINGS on 4.62 acres on the south side of Echelon Point Drive, 350 feet east of Campbell Road (APN 125-20-301-015), U (Undeveloped) Zone [M-TC (Medium Density Residential- Town Center) General Plan Designation] [PROPOSED: T-C (Town Center) Zone] [M-TC (Medium Density Residential - Town Center)] Special Land Use Designation], Ward 6 (Ross). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 134.ZON-19647 - PUBLIC HEARING - APPLICANT: PLATINUM REALTY AND DEVELOPMENT - OWNER: CRAIG 95 LLC C/O ABRAR MANAGEMENT - Request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] TO: C-1 (LIMITED COMMERCIAL) on 3.53 acres on the south side of Craig Road, west of U.S. 95 (APN 138-03-701-003), Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 135.SDR-19643 - PUBLIC HEARING - APPLICANT: PLATINUM REALTY AND DEVELOPMENT - OWNER: CRAIG 95 LLC C/O ABRAR MANAGEMENT - Request for a Site Development Plan Review FOR A 37,925 SQUARE FOOT COMMERCIAL CENTER AND WAIVERS OF PERIMETER LANDSCAPE BUFFER STANDARD TO ALLOW NO LANDSCAPING ALONG THE SOUTH AND EAST PROPERTY LINES WHERE AN 8-FOOT WIDE BUFFER IS REQUIRED AND A 2-FOOT WIDE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE AN 8-FOOT WIDE BUFFER IS REQUIRED on 3.53 acres on the south side of Craig Road, west of U.S. 95 (APN 138-03-701-003), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial)], Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 136.ZON-20397 - PUBLIC HEARING - APPLICANT/OWNER: LUIS ROJAS - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.16 acres at 802 East Bonneville Avenue (APN 139-34-810-050), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

- 137.VAR-20398 - PUBLIC HEARING - APPLICANT/OWNER: LUIS ROJAS - Request for a Variance to ALLOW EIGHT PARKING SPACES WHERE 18 PARKING SPACES ARE REQUIRED on 0.16 acres at 802 East Bonneville Avenue (APN 139-34-810-050), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
- 138.VAR-20399 - PUBLIC HEARING - APPLICANT/OWNER: LUIS ROJAS - Request for a Variance to ALLOW A LOT WIDTH OF 50 FEET WHERE 60 FEET IS REQUIRED, TO ALLOW 60% LOT COVERAGE WHERE A MAXIMUM LOT COVERAGE OF 50% IS REQUIRED, TO ALLOW A REAR YARD SETBACK OF 13.33 FEET WHERE 15 FEET IS REQUIRED, TO ALLOW A SIDE YARD SETBACK OF ZERO FEET WHERE FIVE FEET IS REQUIRED, AND TO ALLOW A SIDE STREET (CORNER) SETBACK OF 6.5 FEET WHERE 15 FEET IS REQUIRED on 0.16 acres at 802 East Bonneville Avenue (APN 139-34-810-050), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
- 139.SDR-19675 - PUBLIC HEARING - APPLICANT/OWNER: LUIS ROJAS - Request for a Site Development Plan Review FOR A PROPOSED 5,376 SQUARE-FOOT OFFICE BUILDING AND A WAIVER OF THE PERIMETER LANDSCAPE BUFFER STANDARD TO ALLOW A FOUR FOOT LANDSCAPE BUFFER ON THE CORNER SIDE WHERE A 15 FOOT LANDSCAPE BUFFER IS REQUIRED AND A ZERO FOOT LANDSCAPE BUFFER ON THE SIDE AND REAR WHERE AN EIGHT FOOT LANDSCAPE BUFFER IS REQUIRED, AND TO ALLOW SIX PERIMETER LANDSCAPE BUFFER TREES WHERE NINE TREES ARE REQUIRED on 0.16 acres at 802 East Bonneville Avenue (APN 139-34-810-050), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
- 140.ZON-20507 - PUBLIC HEARING - APPLICANT/OWNER: LIVEWORK, LLC - Request for a Rezoning FROM: P-R (PROFESSIONAL OFFICE AND PARKING), C-1 (LIMITED COMMERCIAL), AND C-2 (GENERAL COMMERCIAL) TO: C-1 (LIMITED COMMERCIAL) on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 141.SUP-20519 - PUBLIC HEARING - APPLICANT/OWNER: LIVEWORK, LLC - Request for a Special Use Permit FOR A 12-STORY MIXED-USE DEVELOPMENT INCLUDING 58,000 SQUARE FEET OF COMMERCIAL SPACE AND 1,100 RESIDENTIAL CONDOMINIUM UNITS at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), P-R (Professional Office and Parking), C-1 (Limited Commercial), and C-2 (General Commercial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 142.VAC-20522 - PUBLIC HEARING – APPLICANT/OWNER: LIVEWORK, LLC - Petition to Vacate a 20-foot service alley and access easement generally located east of 3rd Street commencing approximately 137 feet south of the southeast corner of 3rd Street and Charleston Boulevard, Ward 3 (Reese). The Planning Commission (5-1-1 vote) and staff recommend APPROVAL
- 143.SDR-20502 - PUBLIC HEARING – APPLICANT/OWNER: LIVEWORK, LLC - Request for a Site Development Plan Review FOR A 12-STORY MIXED-USE DEVELOPMENT INCLUDING 58,000 SQUARE FEET OF COMMERCIAL SPACE AND 1,100 RESIDENTIAL CONDOMINIUM UNITS on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), P-R (Professional Office And Parking), C-1 (Limited Commercial) and C-2 (General Commercial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 144.SDR-20492 - PUBLIC HEARING - APPLICANT: LIVEWORK, LLC - OWNER: LEAH PROPERTY, LLC - Request for a Site Development Plan Review FOR A 120-FOOT HIGH 1,500 SPACE PARKING STRUCTURE WITH 12,000 SQUARE FEET OF GROUND FLOOR COMMERCIAL on 0.63 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue (APNs 139-34-410-056, 057, 058 and 059), C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

- 145.ZON-20602 - PUBLIC HEARING - APPLICANT/OWNER: LIVING WATERS BAPTIST CHURCH - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-2 (MEDIUM DENSITY RESIDENTIAL) on 2.88 acres on the east side of Sandhill Road, approximately 630 feet north of Washington Avenue (APN 140-30-601-006), R-E (Residential Estates) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 146.SUP-19483 - PUBLIC HEARING - APPLICANT/OWNER: LIVING WATER BAPTIST CHURCH - Request for a Special Use Permit FOR A CHURCH/HOUSE OF WORSHIP on the east side of Sandhill Road, approximately 630 feet north of Washington Avenue (APN 140-30-601-006), R-E (Residential Estates) Zone [PROPOSED: R-2 (Medium Density Residential) Zone], Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 147.SDR-19484 - PUBLIC HEARING - APPLICANT/OWNER: LIVING WATERS BAPTIST CHURCH - Request for a Site Development Plan Review FOR A 10,327 SQUARE FOOT CHURCH AND A WAIVER TO ALLOW NO LANDSCAPING ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE A MINIMUM EIGHT FOOT WIDE BUFFER IS REQUIRED on 2.88 acres on the east side of Sandhill Road, approximately 630 feet north of Washington Avenue (APN 140-30-601-006), R-E (Residential Estates) Zone [PROPOSED: R-2 (Medium Density Residential) Zone], Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 148.VAR-18090 - PUBLIC HEARING - APPLICANT/OWNER: FAIRFIELD HUALAPAI, LLC - Request for a Variance of the CLIFF'S EDGE MASTER DEVELOPMENT PLAN AND DESIGN GUIDELINES SECTION 3.2.1 TO ALLOW A BALCONY TO BALCONY SEPARATION OF 24 FEET WHERE 30 FEET IS REQUIRED AND TO ALLOW A SETBACK OF TWO FEET FROM A LIVING AREA, PORCH, STOOP, AND SIDEWALK WHERE TEN FEET IS REQUIRED on a portion of 15.69 acres at the southwest corner of Hualapai Way and Elkhorn Road (APN 126-24-510-003), PD (Planned Development) Zone [VC (Village Commercial) Cliff's Edge Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 149.SDR-18031 - PUBLIC HEARING - APPLICANT/OWNER: FAIRFIELD HUALAPAI, LLC - Request for a Site Development Plan Review FOR A CLIFF'S EDGE MIXED-USE DEVELOPMENT CONSISTING OF 218 PROPOSED CONDOMINIUM UNITS AND A THREE BUILDING, 32,400 SQUARE-FOOT RETAIL DEVELOPMENT on 15.69 acres at the southwest corner of Hualapai Way and Elkhorn Road (APN 126-24-510-003), PD (Planned Development) Zone [VC (Village Commercial) Cliff's Edge Special Land Use Designation], Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 150.VAR-18984 - PUBLIC HEARING - APPLICANT/OWNER: SPANISH VILLAS AT SAHARA, LLC - Request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED on 7.68 acres at 3100-3190 West Sahara Avenue (APN 162-05-403-001 through 003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 151.SDR-18693 - PUBLIC HEARING - APPLICANT/OWNER: SPANISH VILLAS AT SAHARA, LLC - Request for a Site Development Plan Review FOR A FOUR-STORY, 42,000 SQUARE-FOOT OFFICE BUILDING, WITH A 2,450 SQUARE-FOOT RESTAURANT WITH DRIVE-THROUGH, A 14,550 SQUARE-FOOT GENERAL RETAIL ESTABLISHMENT WITH DRIVE-THROUGH AND A WAIVERS TO ALLOW PERIMETER LANDSCAPE BUFFER WIDTHS OF FIVE FEET ALONG THE EAST PROPERTY LINE; TWO FEET ALONG THE SOUTH PROPERTY LINE; SIX FEET ALONG THE WEST PROPERTY LINE WHERE 15 FEET IS THE MINIMUM REQUIRED AND TO ALLOW INTERIOR LANDSCAPE BUFFER WIDTH OF SIX FEET WHERE EIGHT FEET IS THE MINIMUM REQUIRED ALONG THE NORTH PROPERTY LINE on 7.68 acres at 3100-3190 West Sahara Avenue (APNs 162-05-403-001 through 003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 152.WVR-19784 - PUBLIC HEARING - APPLICANT/OWNER: FAIRWAY CHEVROLET COMPANY - Request for a Waiver to Title 18.12.130 TO ALLOW NO CIRCULAR CUL-DE-SAC AT THE TERMINATION OF SCARLET OAK AVENUE on 8.2 acres at 3200 East Sahara Avenue (APN 162-01-801-016), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 153.SUP-19359 - PUBLIC HEARING - APPLICANT/OWNER: FAIRWAY CHEVROLET COMPANY - Request for a Special Use Permit TO ALLOW A MOTOR VEHICLE SALES (NEW) FACILITY AND A WAIVER TO ALLOW SERVICE BAYS TO FACE THE PUBLIC RIGHT-OF-WAY at 3100-3200 East Sahara Avenue (APNs 162-01-801-014 through 016), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

- 154.SDR-19363 - PUBLIC HEARING - APPLICANT/OWNER: FAIRWAY CHEVROLET COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 251,828 SQUARE-FOOT MOTOR VEHICLE SALES (NEW) FACILITY on 17.01 acres at 3100-3200 East Sahara Avenue (APNs 162-01-801-014 through 016), C-2 (General Commercial) Zone, Ward 3 (Reese). NOTE: THIS APPLICATION IS BEING AMENDED TO ADD A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFER ALONG THE EAST PROPERTY LINE WHERE AN 8 FOOT PERIMETER LANDSCAPE BUFFER IS REQUIRED. The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 155.ROC-19273 - PUBLIC HEARING - APPLICANT: AAG-LAS VEGAS - OWNER: MUSTANG MAN, LLC. - This is an appeal filed by the applicant from the denial by the Planning Commission of a request for a Review of Condition Number 18 of an approved Reclassification of Property (Z-0045-88) TO ALLOW AUTO DEALER INVENTORY STORAGE WHERE THE ORIGINAL CONDITION STATED THAT THERE SHALL BE NO OUTDOOR STORAGE OF ANY KIND on 1.61 acres at 6750 West Sahara Avenue (APN 163-02-415-012), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
- 156.SUP-19103 - PUBLIC HEARING - APPLICANT: AAG-LAS VEGAS, LLC - OWNER: MUSTANG MAN, LLC - This is an appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED AUTO DEALER INVENTORY STORAGE LOCATION WITH A WAIVER OF THE REQUIREMENT THAT STORED VEHICLES BE EFFECTIVELY SCREENED SO AS NOT TO BE VISIBLE FROM ADJOINING PROPERTIES OR PUBLIC RIGHTS-OF-WAY at 6750 West Sahara Avenue (APN 163-02-415-012), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
- 157.SUP-19754 - PUBLIC HEARING - APPLICANT: NASIR KOSA - OWNER: ADMOOR YALDA - This is an appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit FOR AN ACCESSORY PACKAGE LIQUOR OFF-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING RETAIL BUSINESS at 1510 East Sahara Avenue (APN 162-02-411-019), C-1 (Limited Commercial) Zone, Ward 3 (Reese). NOTE: To be heard in conjunction with Morning Session Item 64. The Planning Commission (6-0 vote) and staff recommend DENIAL
- 158.SUP-20138 - PUBLIC HEARING - APPLICANT: STEVE OKOSISI AND SUSAN NWOGBE - OWNER: TECH RETAIL CENTER - Request for a Special Use Permit FOR A BEER/WINE/COOLER ON SALE ESTABLISHMENT IN CONJUNCTION WITH A PROPOSED RESTAURANT at 2400 North Buffalo Drive, Suite #145 (APN 138-15-402-001), C-1 (Limited Commercial), Ward 4 (Brown). NOTE: THE APPLICANT HAS REQUESTED THIS APPLICATION BE WITHDRAWN WITHOUT PREJUDICE. The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 159.SUP-20214 - PUBLIC HEARING - APPLICANT: ALFREDO'S ITALIAN BISTRO - OWNER: PARKVALE PARTNERS, LLC. - Request for a Special Use Permit FOR THE ADDITION OF A BEER/WINE/COOLER ON-SALE USE TO AN EXISTING RESTAURANT AND A WAIVER TO ALLOW A 300 FOOT SEPARATION DISTANCE FROM AN EXISTING CHURCH WHERE A 400 FOOT SEPARATION DISTANCE IS REQUIRED at 4275 North Rancho Drive, Suite #130 (APN 138-02-712-012), C-2 (General Commercial) Zone, Ward 6 (Ross). NOTE: To be heard in conjunction with Morning Session Item 60. The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 160.SUP-20477 - PUBLIC HEARING - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT - Request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT (TAVERN) WITH A WAIVER TO ALLOW A LIQUOR ESTABLISHMENT (TAVERN) USE 80 FEET FROM A CHILD CARE CENTER, 100 FEET FROM A CHURCH, 1,200 FEET FROM A PUBLIC SCHOOL AND 1,400 FEET FROM A CITY PARK WHERE A DISTANCE SEPARATION OF 1,500 FEET IS REQUIRED on 80.48 acres at 317 South Valley View Boulevard (a portion of APN 139-31-602-003), C-V (Civic) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 161.RQR-20962 - PUBLIC HEARING - APPLICANT: HYUNJA KANG - OWNER: WATKINS INVESTMENTS, LIMITED PARTNERSHIP - Required Six Month Review of an approved Special Use Permit (SUP-11589) that allowed A PROPOSED SWAP MEET at 4821 West Craig Road (APN 138-01-712-006 and 008), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL
- 162.RQR-18626 - PUBLIC HEARING - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: COG III, LTD - Required One Year Review of an approved Special Use Permit (SUP-2758) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1110 South Rainbow Boulevard (APN 163-02-101-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

- 163.RQR-18680 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: RANCHO DRIVE, LLC - Required One-Year Review of an approved Special Use Permit (U-0037-95) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 4950 Rancho Drive (APN 125-35-401-001), C-1 (Limited Commercial) Zone, Ward 6 (Ross). The Planning Commission (4-2 vote) and staff recommend DENIAL
- 164.RQR-17661 - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: NEVADA COMMERCE BANK - Required Two Year Review of an approved Special Use Permit (U-0023-95) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3200 Valley View Boulevard (APN 162-08-410-018), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (3-2 vote) recommends APPROVAL
- 165.RQR-17763 - REQUIRED TWO YEAR REVIEW - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z & Z INVESTMENT COMPANY - Required Two Year Review of an approved Special Use Permit (U-0018-95) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2350 North Rainbow Boulevard (APN 138-23-110-001), C-1 (Limited Commercial) Zone, Ward 5 (Williams). Staff recommends DENIAL. The Planning Commission (3-3 tie vote on a motion for approval) NO RECOMMENDATION
- 166.RQR-17764 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: FOSTER DAY CORPORATION - Required Two Year Review of an approved Special Use Permit (U-0036-95) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2401 North Decatur Boulevard (APN 138-13-801-083), C-1 (Limited Commercial) Zone, Ward 5 (Williams). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
- 167.RQR-18678 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z J & R PROPERTIES, LLC - Required Two Year Review of an Approved Special Use Permit (U-0043-94) WHICH ALLOWED A 55 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3920 West Charleston Boulevard (APN 139-31-801-018), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 168.RQR-18679 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: AMBER INVESTMENT COMPANY - Required Two-Year Review of an approved Special Use Permit (U-0052-95) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF PREMISE ADVERTISING (BILLBOARD) SIGN at 336 West Sahara Avenue (APN 162-04-806-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 169.RQR-18714 - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: RICHARD E. WILKIE - Required Two Year Review of an approved Special Use Permit (SUP-4690), WHICH ALLOWED A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2001 Western Avenue (APN 162-04-703-010), M (Industrial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 170.RQR-18896 - PUBLIC HEARING - APPLICANT: PEYMAN MASACHI - OWNER: RANCHO ALLEN, LLC - Required Two-Year Review of an approved Special Use Permit (U-0080-96) WHICH ALLOWED FOUR (4) 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGNS adjacent to the east side of Rancho Drive, south of Coran Lane (APN 139-19-705-001), C-2 (General Commercial) Zone, Ward 5 (Williams). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

SET DATE

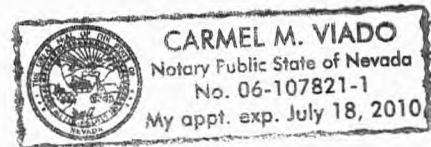
- 171.Set date on any appeals filed or required public hearings from the City Planning Commission Meetings, Centennial Hills Architectural Review Committee and Dangerous Building or Nuisance/Litter Abatements

CITIZENS PARTICIPATION

172.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)

Paula Clark
SIGNATURE

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

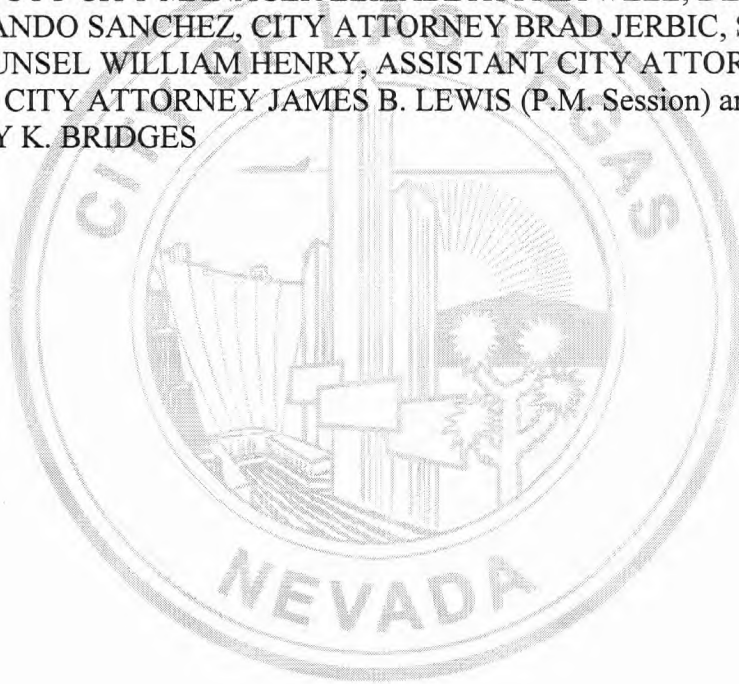
SUBJECT:
CALL TO ORDER

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 16, 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 16, 2007

SUBJECT:

INVOCATION – REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH

Minutes:

REVEREND BONNIE POLLEY, Christ Episcopal Church, gave the invocation.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

SUBJECT:

PLEDGE OF ALLEGIANCE

Minutes:

MAYOR GOODMAN led the audience in the Pledge.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE EMPLOYEE OF THE MONTH

BACKUP DOCUMENTATION:

Submitted at meeting – copy of Employee of the Month May 2007 certificate

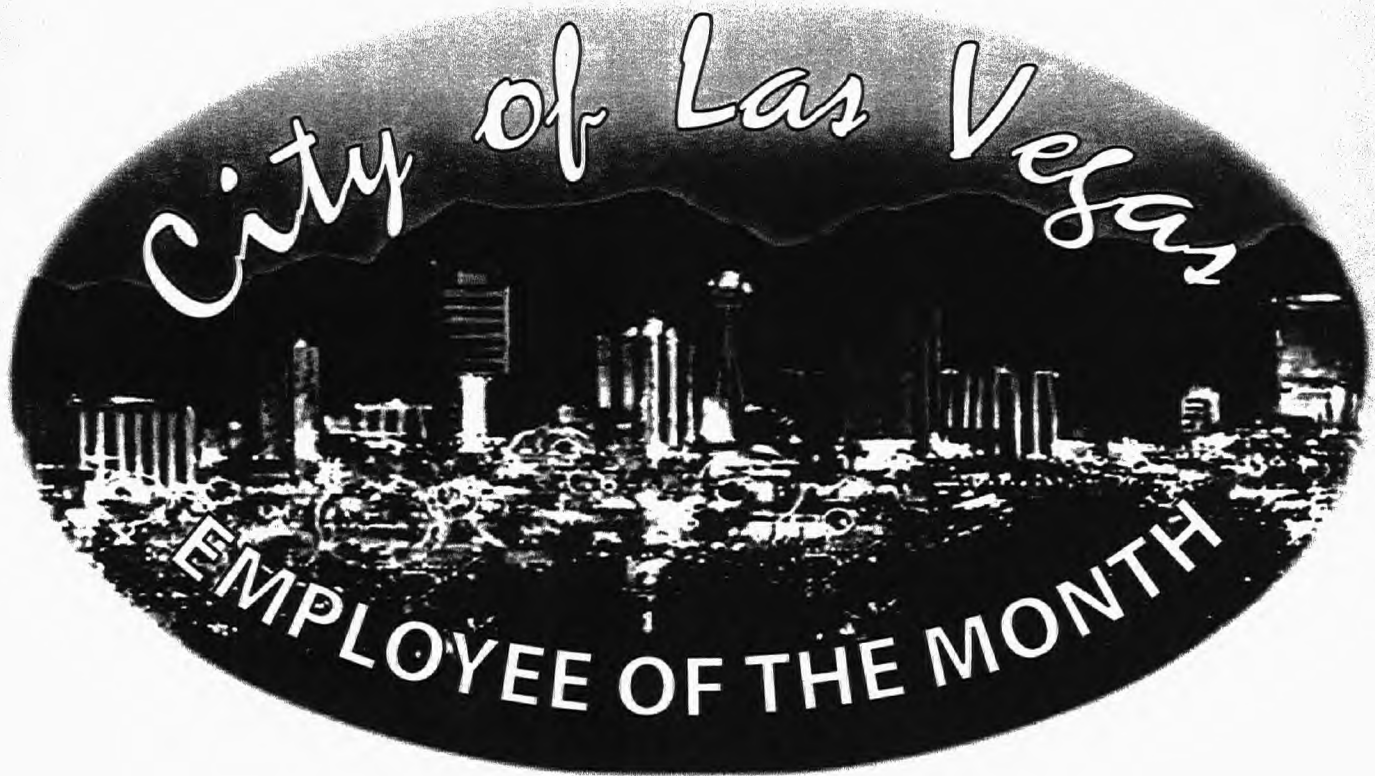
Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN called forward CHIEF DAVID WASHINGTON, who was joined by DEPUTY CHIEF MIKE MYERS, Las Vegas Fire and Rescue, to assist him in recognizing DAVID WESTBROOKS, Communications Specialist, as May 2007 Employee of the Month for maintaining patient, calm and a high degree of professionalism during very stressful situations, even instructing callers in the application of CPR. His wonderful customer service sets an example for his co-workers, lifts fellow employees' spirits and improves overall morale.

CHIEF WASHINGTON said it is always an honor for the Council to recognize one of his employees. Also, CHIEF MYERS said it was a pleasure to have MR. WESTBROOKS on staff. He has a very positive impact on many people every day.

MR. WESTBROOKS expressed his appreciation for being recognized, especially when helping people is something he has enjoyed all his life. He extended credit and appreciation to the entire Fire and Rescue staff.



David Westbrook

May 2007

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



A handwritten signature in black ink, reading "Oscar Goodman".

MAYOR

A handwritten signature in black ink, reading "Douglas Selby".

CITY MANAGER

A handwritten signature in black ink, reading "Elizabeth Fretwell".

DEPUTY CITY MANAGER

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF HISTORIC PRESERVATION MONTH

BACKUP DOCUMENTATION:

Submitted at meeting – copy of Proclamation for National Historic Preservation Month

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN called forward BOB STOLDAL, Chairman of the Historic Preservation Commission, to accept the Proclamation declaring May 2007 to be National Historic Preservation Month. The Mayor added that it is important to celebrate the role of history and the contributions made by dedicated individuals in helping to preserve Las Vegas' unique heritage. This year's theme is "Making Preservation Work," which could not be done without the help of the community. Therefore, he recognized the following individuals and called them forward: NANCY DEANER, Chair of the Neon Museum Board of Trustees, for preservation of the La Concha lobby and historic neon signs; SHERRY COLQUITT, Fund Chairman of the Morelli House Rehabilitation project and the Junior League of Las Vegas, for preservation of the Morelli House; and SALI UNDERWOOD of the Nevada Historic Preservation Office, for furthering the Site Stewardship Program.

MR. STOLDAL thanked the Council for its efforts in making downtown both a community and a destination. Also, MS. DEANER, MS. COLQUIT, and MS. UNDERWOOD gave thanks to the Council for the recognition and to the community for its support.

From the office of the Mayor **Proclamation**

Whereas; historic preservation is an effective tool for promoting environmentally sound planning while revitalizing neighborhoods, maintaining community character, and fostering local pride; and

Whereas; historic preservation is relevant for all communities, both urban and rural, and for Americans of all ages, walks of life and ethnic backgrounds; and

Whereas; it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve our unique cultural heritage; and

Whereas; "Making Preservation Work" is the theme for National Historic Preservation Month 2007, cosponsored by the City of Las Vegas, the Las Vegas Historic Preservation Commission, and the National Trust for Historic Preservation; now

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

National Historic Preservation Month

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE THIS SPECIAL OBSERVANCE. IN CELEBRATION, THE HISTORIC PRESERVATION COMMISSION WOULD LIKE TO RECOGNIZE THE NEON MUSEUM BOARD OF TRUSTEES AND THE JUNIOR LEAGUE OF LAS VEGAS FOR THEIR CONTRIBUTION TOWARD THE PRESERVATION OF THE LA CONCHA LOBBY AND THE MORELLI HOUSE, AND THE NEVADA STATE HISTORIC PRESERVATION OFFICE FOR THE SITE STEWARDSHIP PROGRAM.



*In Witness Whereof:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 1ST DAY OF MAY, 2007.*

HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF NATIONAL SALVATION ARMY WEEK

BACKUP DOCUMENTATION:

Submitted at meeting – copy of Proclamation for Salvation Army Week

Minutes:

No motion required. A presentation was made.

In recognition of Salvation Army Week, MAYOR GOODMAN called forward CHARLES DESIDERIO and MAJOR HARRYETTE RAIHL from the local chapter of the Salvation Army. The Mayor noted that the Salvation Army is an invaluable resource to individuals and families in need. It is expected that in 2007 the Salvation Army will contribute approximately \$18 million in program services to the residents of Southern Nevada. He presented a Proclamation declaring May 14-20, 2007, to be The Salvation Army Week.

MAJOR RAIHL thanked the Council and said that the Salvation Army considers it a privilege to serve the Lord and to partner with the City to serve the Las Vegas community. MR. DESIDERIO also thanked the Council, as well as the community and the many friends of the Salvation Army who always come through during fundraising.

MAYOR GOODMAN noted that the City could not be what it is without the help of so many charitable institutions, and the Salvation Army makes a tremendous contribution to make Las Vegas a better place to live.

From the office of the Mayor **Proclamation**

Whereas; in 1945, The Salvation Army opened its doors in Las Vegas, Nevada and has been bringing help and hope to the needy of our great city; and

Whereas; The Salvation Army is on the front lines of feeding the hungry, providing shelter for the homeless, and giving a new life to those addicted to drugs, alcohol and gambling; and

Whereas; with a land gift and the help of the City of Las Vegas, The Salvation Army started construction of the first "affordable housing complex" anywhere in the United States for The Salvation Army; and

Whereas; The Salvation Army provides assistance 365 days a year; and

Whereas; in the year 2007, The Salvation Army expects to contribute approximately 18 million dollars in program services to the residents of Southern Nevada; now

Therefore; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM MAY 14-20, 2007, TO BE:

The Salvation Army Week

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE THE INVALUABLE SERVICES THE SALVATION ARMY PROVIDES TO OUR COMMUNITY.



In Witness Whereof:
**BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 14TH DAY OF MAY, 2007.**


**HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

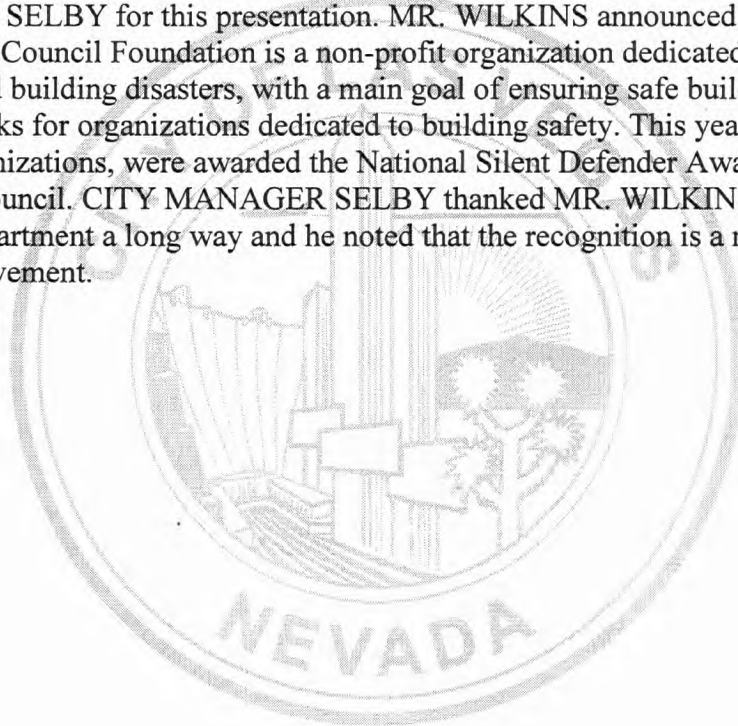
SUBJECT:

RECOGNITION OF THE BUILDING AND SAFETY DEPARTMENT FOR EARNING THE NATIONAL SILENT DEFENDER AWARD

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN was joined by PAUL WILKINS, Director of Building and Safety, and CITY MANAGER SELBY for this presentation. MR. WILKINS announced that the International Code Council Foundation is a non-profit organization dedicated to the mitigation of natural hazards and building disasters, with a main goal of ensuring safe buildings. Every year the Foundation looks for organizations dedicated to building safety. This year, the City, as well as three other organizations, were awarded the National Silent Defender Award, which he presented to the Council. CITY MANAGER SELBY thanked MR. WILKINS for all his efforts in bringing the department a long way and he noted that the recognition is a national and international achievement.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

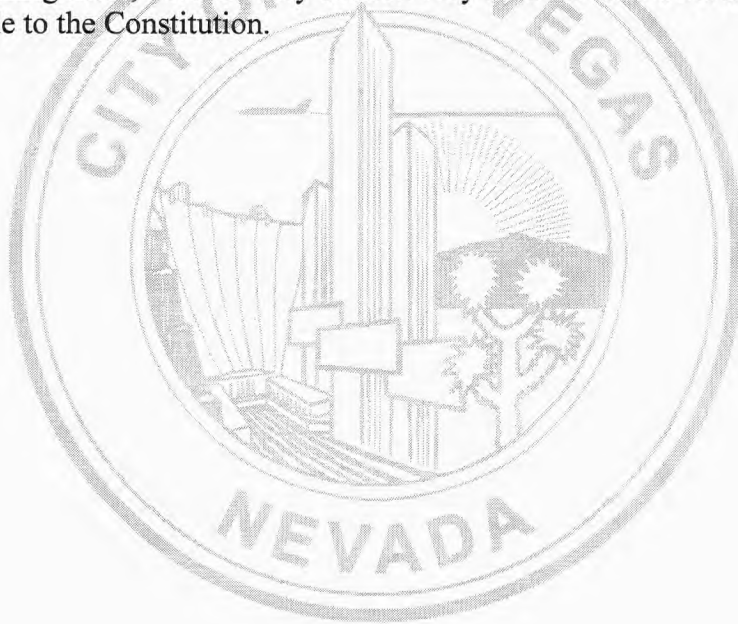
SUBJECT:

RECOGNITION OF MOUNTAIN VIEW LUTHERAN SCHOOL FOR EARNING THE
GREAT AMERICAN PRIDE AWARD

Minutes:

No motion required. A presentation was made.

COUNCILMAN BROWN recognized the fifth grade students of Mountain View Lutheran Elementary School for recently winning the Great American Pride Award for memorizing five patriotic items. Their teacher, CRISTINA O'NEILL, called the students forward. She thanked the Council for recognizing them, because they studied very hard on their own time. The students recited the Preamble to the Constitution.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 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:

No motion required. A presentation was made.

COUNCILMAN BROWN recognized the Cimarron Memorial High School Robotics Team, the "High Rollers," for winning the FIRST Robotics National Championship in Atlanta with their robot, "Pit Boss," which was displayed in the Council Chambers. The students then came forward as their names were called. NATALIA SUBERANAS, team member, indicated that the robot was put together through a NASA program. The team had six weeks to build the robot. One of the teachers mentioned that the competition started with 1,700 teams and it was narrowed down by process of elimination. He thanked the families, sponsors and Cimarron High School for all their support.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF LANCE ARMSTRONG FOUNDATION DAY

BACKUP DOCUMENTATION:

Submitted at meeting – Lighting the Way for Survival Program by staff

Minutes:

No motion required. A presentation was made.

In recognition of Lance Armstrong Foundation Day, COUNCILMAN BROWN called forward ROB KEANUS, who is the survivor of a rare blood cancer. He has devoted many hours of his time to raise cancer awareness throughout the State of Nevada.

MR. KEANUS announced that May 16, 2007, is Live Strong Day, a day in which the Lance Armstrong Foundation asks residents to put on a cancer awareness event. Las Vegas' cancer awareness event would be held that evening from 7:00 to 8:30 p.m. at the Darling Tennis Center. A program for this event was shown, a copy of which is submitted for the minutes. He noted that it is a luminaria event.

MAYOR GOODMAN noted that Las Vegas is becoming a great American city, and it has made great strides in many areas, including cancer research.

ADDITIONAL ANNOUNCEMENTS AND RECOGNITIONS:

Before presenting Item 5, MAYOR GOODMAN announced that, as part of the Wellness Program, he would be leading a walk at Kellog Zaher Sports Complex on Saturday, May 19, 2007, at 8:00 a.m. The first 250 participants will receive a free T-shirt. Also, that evening the Helldorado Parade would commence at 7:00 p.m., at the corner of Fourth and Gass.

Before consideration of Item 12, the Council welcomed the Desert Torah Academy. The sixth, seventh and eighth grade Student Council representatives would be sitting with the City Council for a portion of the meeting. They each introduced themselves.

LIGHTING THE WAY FOR SURVIVAL
A CANCER AWARENESS EVENT



A LUMINARIA EVENT
WEDNESDAY | MAY 16, 2007
SUNSET | 7:41 PM
The Darling Tennis Center

PROGRAM

Music.K.C. Cook and Voltaire Verzosa
Welcome Mr. Clint Holmes
Special Guests..... Mayor Oscar Goodman and
Councilman Larry Brown
Mr. Dennis Cavner,
The Past Chairman of the Lance Armstrong Foundation
Mr. Van Wolf
National Vice-Chair, American Cancer Society
Mr. Robert Kinas
Survivor
Musical Performance Mr. Clint Holmes
Special Video Message Lance Armstrong
Closing Music Video Wideawake's "Maybe Tonight,
Maybe Tomorrow"

WWW.LIGHTINGTHEWAYFORSURVIVAL.COM



Submitted at City Council

Date 5/16/07 Item #11

OUR SINCERE THANKS TO
OUR EVENT SPONSORS



Desert Spring United Methodist Church
Mary Fran Cahill and Herbert D. Hentzen

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

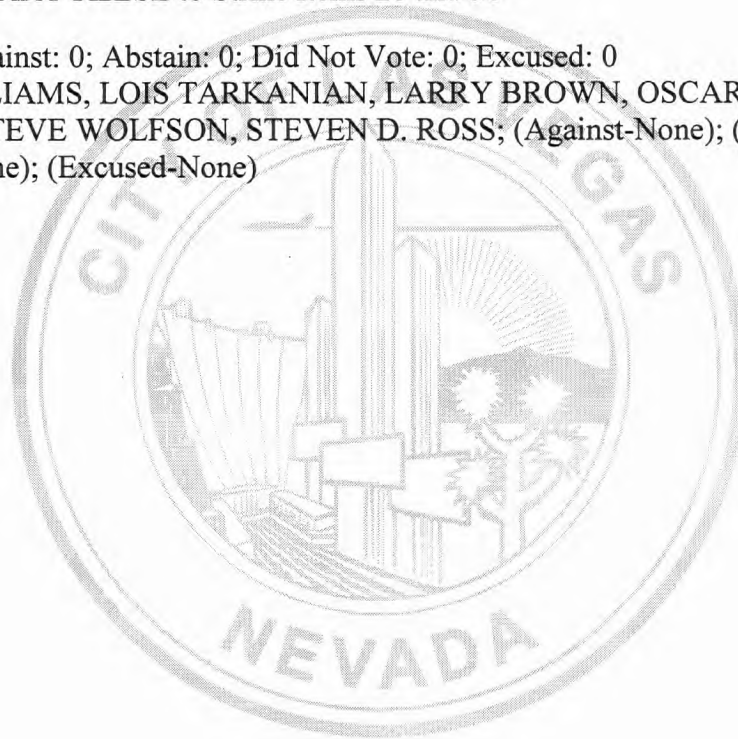
BUSINESS ITEMS:

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

Motion made by GARY REESE to Strike Items 26 and 56

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 16, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

BUSINESS ITEMS:

Approval of the Final Minutes by reference of the Special City Council meeting of April 9, 2007, and the regular City Council meeting of April 18, 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 16, 2007

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ Consent ☐ Discussion

SUBJECT:

Approval of a First Amendment to a Lease Agreement between Aquarius Owner, LLC and the City of Las Vegas to occupy additional office space located at 300 East Charleston Boulevard (\$5,000 additional rent per month - General Fund/Rental of Land) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$5,000

Funding Source: General Fund/Rental of Land

Dept./Division: Field Operations/Real Estate

PURPOSE/BACKGROUND:

The City of Las Vegas is currently occupying approximately 5,520 square feet of office space at this location. The City desires to lease an additional 4,744 square feet of office space to provide city employees with needed work space.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. First Amendment to Lease Agreement
2. Disclosure of Principals

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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

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

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to the Lease is made on this 16TH day of May, 2007, by and between Aquarius Owner LLC (Landlord) and the City of Las Vegas (Tenant).

Whereas, Tenant leases office space from Landlord located at 300 East Charleston Boulevard Suites 105, 109, 113 and 117 which is comprised of approximately 5,520 square feet and;

Whereas, it is the mutual desire to the parties hereto to amend said Lease, the parties agree as follows:

1) Tenant is to occupy additional space on the second floor consisting of approximately 4,744 square feet, known as Suite # 201.

2) Tenant shall pay Landlord as minimum rent for the additional second floor space the sum of FIVE THOUSAND DOLLARS (\$5,000) each month during the term of the Lease.

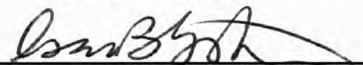
Except as expressly amended herein, all other terms and conditions of this Lease shall remain in full force and effect.

IN WITNESS THEREOF, each of said parties hereto has caused its name to be here into subscribed.

CITY OF LAS VEGAS

ATTEST:


BEVERLY K. BRIDGES CMC, ACTING CITY CLERK


OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:


DEPUTY CITY ATTORNEY/DATE

AQUARIUS OWNER, LLC



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

<u>Contracting Entity (Name)</u> Aquarius Owner, LLC 41 E. 60th Street 6th Floor New York, NY 10022	<u>Description</u> Lease Agreement
EIN or Social Security # 20-4022491	

Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

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.

1.	David Mitchell - Managing Member	41 E. 60 th Street - 6 th Floor New York NY 10022	212-486-4444
2.	Barnet Liberman - Managing Member	421 Hudson Street New York NY 10014	(212) 243-7388
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 _____.

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.

[Redacted]

[Redacted]

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.

Q

Name

9/21/06

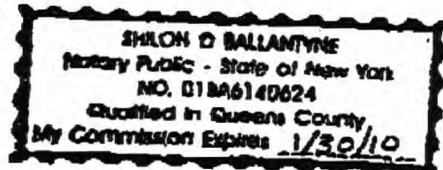
Date

Subscribed and sworn to before me this 21
day of

September, 2006.

Sharon D Ballantyne

Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right-of-Entry previously on record and continue to allow Nevada Power Company access to the site for electrical systems needs located at 400 South 4th Street commonly known as City Centre Garage, APN 139-34-301-004 - Ward 3 (Reese)

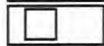
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

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

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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

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

APN: 139-34-301-004

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

GRANT OF EASEMENT

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

The above referred to parcel of land in the County of Clark, State of Nevada, is that portion of the Southwest Quarter (SW1/4) of Section 34, Township 20 South, Range 61 East, M.D.B.&M., more particularly described as follows:

SEE ATTACHED EXHIBITS "A" AND "B".

RW# 0321-07rbt WO# 95149 (Fourth / Lewis Office Building)
Reference Document: 970130:00298

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

THIS GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK 20000925 AS DOCUMENT NO. 00820 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

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

APN: 139-34-301-004

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

BY: OSCAR B. GOODMAN
TITLE: MAYOR

APPROVED AS TO FORM

Thomas R. Green 4/25/07

DEPUTY CITY ATTORNEY
Thomas R. Green

ATTEST:

BEVERLY K. BRIDGES, CMC
ACTING CITY CLERK

STATE OF _____
COUNTY OF _____

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

Notary Public

Notary Seal:

RATIFIED AND CONFIRMED

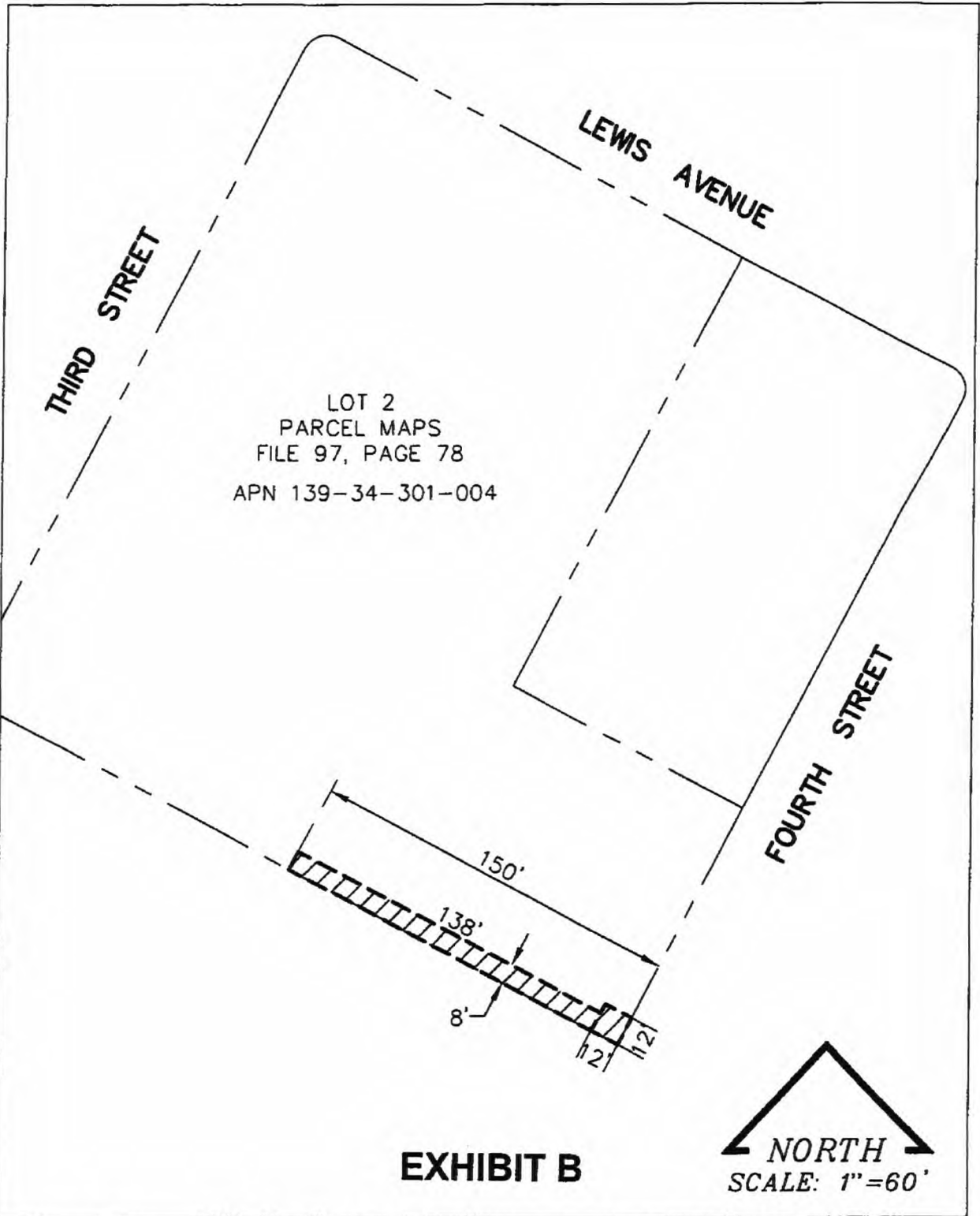
JAMES R. SAAVEDRA
MANAGER OF LAND SERVICES

RW 0321-07rbt WO# 95149 (Fourth / Lewis Office Building)

EXHIBIT A

That portion of the Southwest Quarter (SW1/4) of Section 34, Township 20 South, Range 61 East, M.D.B.&M., more particularly described as follows:

The Southwesterly 8.00 feet of the Southeasterly 150.00 feet AND the Northeasterly 4.00 feet of the Southwesterly 12.00 feet of the Southeasterly 12.00 feet of Lot Two (2) as shown on map filed in Book 97 of Parcel Maps, Page 78 recorded in Book 20000414 as Document No. 00926 in the Official Records of Clark County, Nevada.



 NEVADA POWER.	NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151, 6226 WEST SAHARA AV., (702) 367-5000		
TITLE: FOURTH/LEWIS OFFICE BLDG.	DESCRIPTION: EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION	SEC:34 T:20 S R:61 E SURVEYOR: LD/TK/JF DRAWN BY: RH CHECKED BY: AC	DATE: 4-12-07 PROJECT ID: 95149

RIGHT OF ENTRY

I (We) THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic for and in consideration of One Dollar (\$1.00) receipt of which is hereby acknowledged, permission is hereby granted to NEVADA POWER COMPANY and/or their agents and/or contractors to enter in and upon land described as Lot 2 per File 97 of Parcel Maps, Page 78, recorded April 14, 2000 located within a portion of the Southwest Quarter (SW1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, for the purpose of installing, energizing and maintaining electrical facilities over, under, across and upon said premises as shown on Nevada Power Company Work Request Number: 95149. APN: 139-34-301-004 ROE: 181-00km Job Name: Fourth/Lewis Office Bldg

COPY

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

When a standard easement is prepared upon completion of the work on (my, our) property, (I, we) will execute your standard form GRANT OF EASEMENT, to describe the area and location of the work.

This agreement shall be binding upon my successors, heirs and assigns.

WITNESS my (xxx) hand(s) this 1st day of September 2000.

THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY

Virginia Valentine 9.1.00
BY: Virginia Valentine
TITLE: Executive Director

BY:
TITLE:

STATE OF NEVADA)

COUNTY OF CLARK)

On this 1st day of September 2000, before me, a Notary Public in and for said State, personally appeared Virginia Valentine personally known (or proven satisfactorily) to me to be the person who executed the above instrument, and acknowledged to me that she executed the same for the purposes herein stated.

Carolyn Marinello
Notary Public



Notary Public Statement and/or Seal
roe:rev. 11/22/95

WHEN RECORDED MAIL TO:
LAND SECTION
NEVADA POWER COMPANY
P.O. BOX 230
LAS VEGAS, NV 89151

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

NEVADA POWER COMPANY
09-25-2000 12:24 DMU 1
OFFICIAL RECORDS
BOOK: 20000925 INST: 00820
FEE: 7.00 RPT: .00

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right-of-Entry previously on record and continue to allow Nevada Power Company access to the site for electrical systems needs located at 100 South Rampart Boulevard commonly known as Angel Park, APN 138-31-501-003 - Ward 2 (Wolfson)

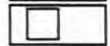
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

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

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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

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

APN: 138-31-501-003

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

GRANT OF EASEMENT

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

The above referred to parcel of land in the County of Clark, State of Nevada, is that portion of the Northwest Quarter (NW1/4) of Section 32, Township 20 South, Range 60 East, M.D.B.&M., more particularly described as follows:

SEE ATTACHED EXHIBITS "A" AND "B".

RW# 0314-07rbt WO# 168709 (Angel Park Golf Course)
Reference Document: 435:350687

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

THIS GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK 20030725 AS DOCUMENT NO. 00025 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

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

APN: 138-31-501-003

CITY OF LAS VEGAS

BY: OSCAR B. GOODMAN
TITLE: MAYOR

APPROVED AS TO FORM

Thomas R. Green 4/25/07
DEPUTY CITY ATTORNEY
Thomas R. Green

ATTEST:

BEVERLY K. BRIDGES, CMC
ACTING CITY CLERK

STATE OF _____)
COUNTY OF _____)

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

Notary Public

Notary Seal:

RATIFIED AND CONFIRMED

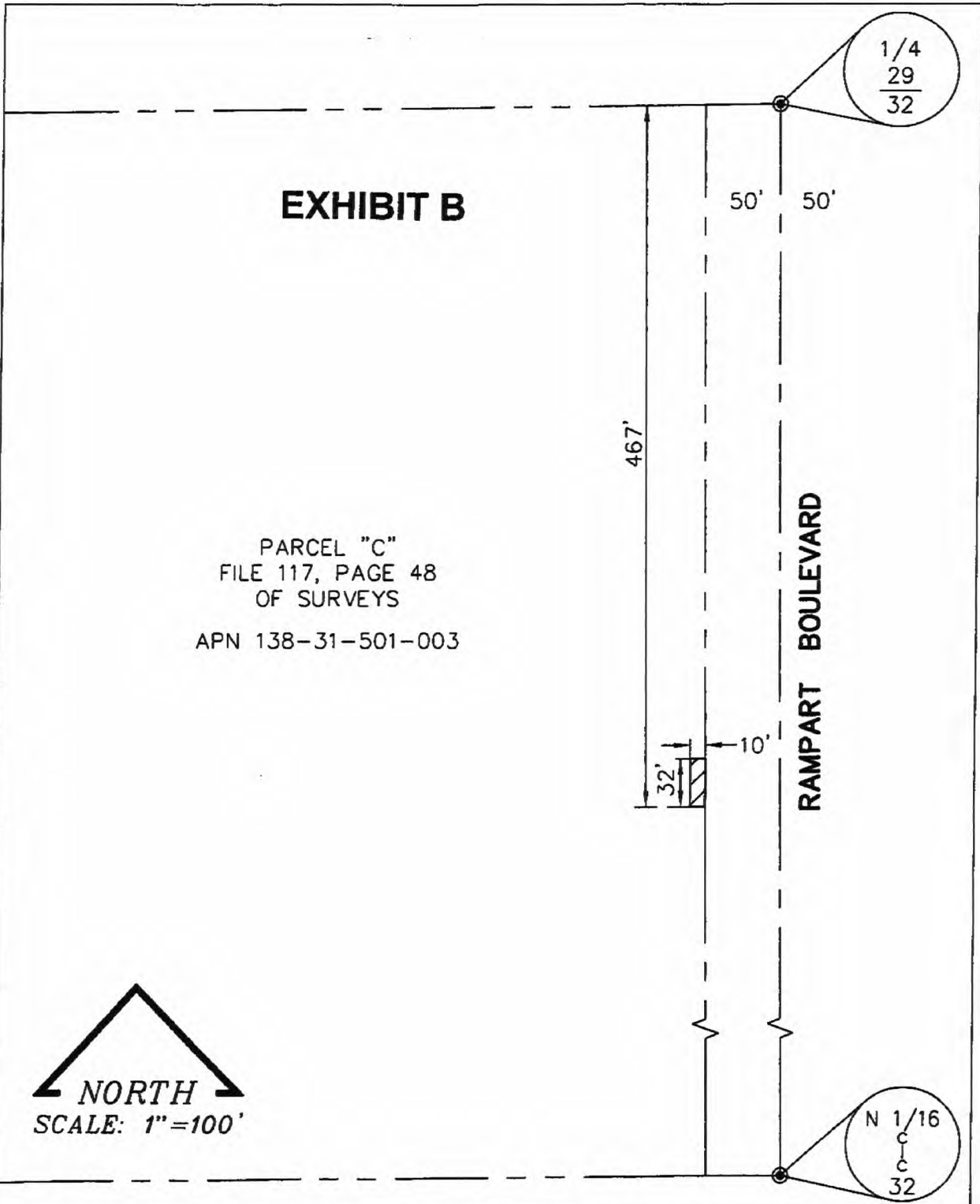
JAMES R. SAAVEDRA
MANAGER OF LAND SERVICES

RW 0314-07rbt WO# 168709 (Angel Park Golf Course)

EXHIBIT A

That portion of the Northwest Quarter (NW1/4) of Section 32, Township 20 South, Range 60 East, M.D.B.&M., described as follows:

The South 32.00 feet of the North 467.00 feet of the East 10.00 feet of Parcel "C" as shown on map filed in Book 117 of Surveys, Page 48 recorded in Book 20010802 as Document No. 01033 in the Official Records of Clark County, Nevada.



 NEVADA POWER.	NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151, 6226 WEST SAHARA AV., (702) 367-5000		
TITLE: ANGEL PARK GOLF COURSE & LVWD C898 PIPELINE 5 CRS	DESCRIPTION: EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION	SEC:32 T:20 S R:60 E SURVEYOR: GE/DW DRAWN BY: RH CHECKED BY: AC	DATE: 4-9-07 PROJECT ID: 168709 & 87888

20030725
.00025

RECORDED AT THE REQUEST OF:

NEVADA POWER COMPANY

07-25-2003

08:02

STX

OFFICIAL RECORDS

BOOK/INSTR: 20030725-00025

PAGE COUNT:

2

FEE:
RPTT:

15.00
7.00

NEVADA

APN# 138-31-501-003

Right of Entry

(Title on Document)

Recording requested by:

Nevada Power Company

Return to:

Name Nevada Power Company

Address _____

City/State/Zip will call

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

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

COPY

APN: Ptn. 138-31-501-003

20030725
.00025

RIGHT OF ENTRY

I (We) CITY OF LAS VEGAS

For and in consideration of One Dollar (\$1.00) do hereby grant and convey to NEVADA POWER COMPANY, its successors and assigns, and/or their agents and/or contractors the right to enter in and upon said grantors land described as the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 32, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada, for the purpose of constructing, installing, energizing and maintaining electrical facilities as shown on Nevada Power Company Work Request Number: 168709. APN: Ptn. 138-31-501-003 ROE: 83-02sm Job Name: ANGEL PARK GOLF COURSE

NEVADA POWER COMPANY will pay for damages, if any, sustained to the above described property as a result of the negligence of NEVADA POWER COMPANY and/or their agents and/or contractors related to the above described Work Request. Upon completion of the project constructed by this Right of Entry, the grantor, its successors and/or assigns hereby agree to sign and execute Nevada Power Company's standard form GRANT OF EASEMENT describing the permanent easement area to be retained over said premises.

WITNESS my (our) hand(s) this 13th day of MAY, 2002.

CITY OF LAS VEGAS

BY: David Roark

TITLE: DAVID ROARK
MANAGER, REAL ESTATE ASSET

BY: Manager, Real Estate + Asset

TITLE:

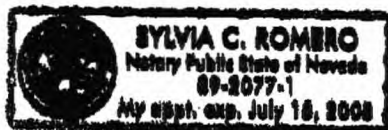
STATE OF NEVADA

COUNTY OF CLARK

On this 13th day of MAY, 2002,
before me, SYLVIA C. ROMERO,
a Notary Public in and for said state, personally appeared
DAVID ROARK

~~GRANTOR COPY~~

Sylvia C. Romero
Notary Public



Notary Public Statement and/or Seal

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

roe:rev. 11/22/95

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Memorandum of Understanding between the City of Las Vegas and Alta Montecito, L.P., for landscaping and maintenance on Bureau of Land Management patented land located at 7151 Oso Blanca Road, known as Mountain Ridge Park - Ward 6 (Ross)

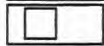
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The City currently has a patent from the Bureau of Land Management for approximately 34 acres of property located at 7151 Oso Blanca Road. The City and Alta Montecito, L.P., desire that landscaping be developed and maintained along the western boundary of the property which is adjacent to the parcel owned by Alta Montecito, L.P., to allow for compliance with the landscape requirements and continued aesthetic development of the park.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Memorandum of Understanding

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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)

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF LAS VEGAS
And
ALTA MONTECITO, L.P.

This Memorandum of Understanding (referenced as "MOU") is made and entered into this 16TH day of May, 2007, between the City of Las Vegas, a political subdivision of the State of Nevada (referenced as "City") and Alta Montecito, L.P., a Georgia Limited Partnership (referenced as "Montecito").

I. PURPOSE

The City currently has a patent from the Bureau of Land Management (BLM) on approximately 34 acres of property located at 7151 Oso Blanca Road in the vicinity of Elkhorn and US 95, known as Mountain Ridge Park (referenced as "Property").

The City and Montecito desire that landscaping be developed and maintained along the western boundary of the Property which is adjacent to the parcel owned by Montecito (APN 125-20-510-002) to allow for compliance with the landscape requirements and the continued aesthetic development of the park. This MOU sets forth the conditions whereby Montecito will develop and maintain improvements which may include, but not be limited to landscaping, irrigation, fencing, drainage and a fire access road on the Property.

II. DEVELOPMENT

Montecito to obtain all of the legally required permits and approvals. from the City. WB shall also coordinate with it's the City's Department of Field Operations in the design and development and location of the improvements

III. UTILITIES

Montecito will be responsible for paying all utility costs associated with the maintenance of the proposed landscaping improvements.

MEMORANDUM OF UNDERSTANDING
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IV. PROCEDURE

The City will permit Montecito access to the Property, as needed to construct the improvements only. Once construction is complete, all maintenance access will be provided by Montecito via their property. The City of Las Vegas Department of Field Operations will be provided the opportunity to review all construction work within the Property.

V. FUNDING

Funding for the development, construction, and maintenance of the improvements will be provided by Montecito, at its sole cost and expense.

VI. IMPROVEMENTS

Montecito agrees to provide and maintain all of the following improvements to the Property:

- a. Landscaping per Anderson Baron landscape plans dated 11/29/2006 attached hereto as Exhibit "A1" to include the following:
 - i. Landscaping along the common boundary of the Property and APN 125-20-510-002. Landscaping to include shrubs, trees, ground cover and decomposed granite.
 - ii. Decomposed granite to be distributed in areas not landscaped.
 - iii. Irrigation system for all plant life.
 - iv. 42" high fencing along the east side of the landscaping furnished under this agreement.
- b. Concrete surface drainage facilities that extend to existing hard-surfaced facilities within the property attached hereto as Exhibit "A2".
- c. Construct and maintain a Fire Access Road attached hereto as Exhibit "A2".
- d. Maintenance of all improvements once they have been constructed.

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VII. INDEMNITY

Montecito hereby agrees to protect, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the City, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the City, its offices, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of Montecito or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, Montecito, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this MOU.

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

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

VIII. NOTICES

Any notice which may be, or is required to be, given under the provisions hereof shall be delivered in person at the address stated below or may be deposited with the United States

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Postal Service, certified or registered mail, postage prepaid, to the party and address stated below by facisimile:

CITY: Real Estate & Utilities
City of Las Vegas
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101
Telephone (702) 229-1021

Montecito: Alta Montecito, L.P.
c/o Wood Partners LLC
1110 Northchase Parkway, Suite 150
Marietta, GA 30067

IX. LAWS AND REGULATION

Montecito shall keep and maintain the Property in a clean and healthful condition and in compliance with all existing or hereafter enacted laws, statutes, ordinances, order, rules and regulations (federal, state, municipal or other governmental agencies which have jurisdiction over the Property or of the activities contemplated hereby) during the existence of this MOU.

X. DISCLOSURE OF PRINCIPALS

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

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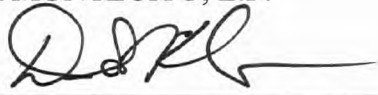
XI. RIGHT OF TERMINATION.

Either party may terminate this MOU and the authorization granted hereunder and such termination shall be effective six (6) months after written notice is given by the terminating party to the non-terminating parties.

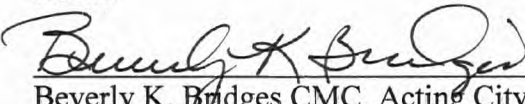
CITY OF LAS VEGAS


Oscar B. Goodman, Mayor

ALTA MONTECITO, L.P.


David T. Kubin

Attest:


Beverly K. Bridges CMC, Acting City Clerk

Approved as to Form:

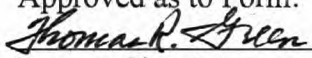
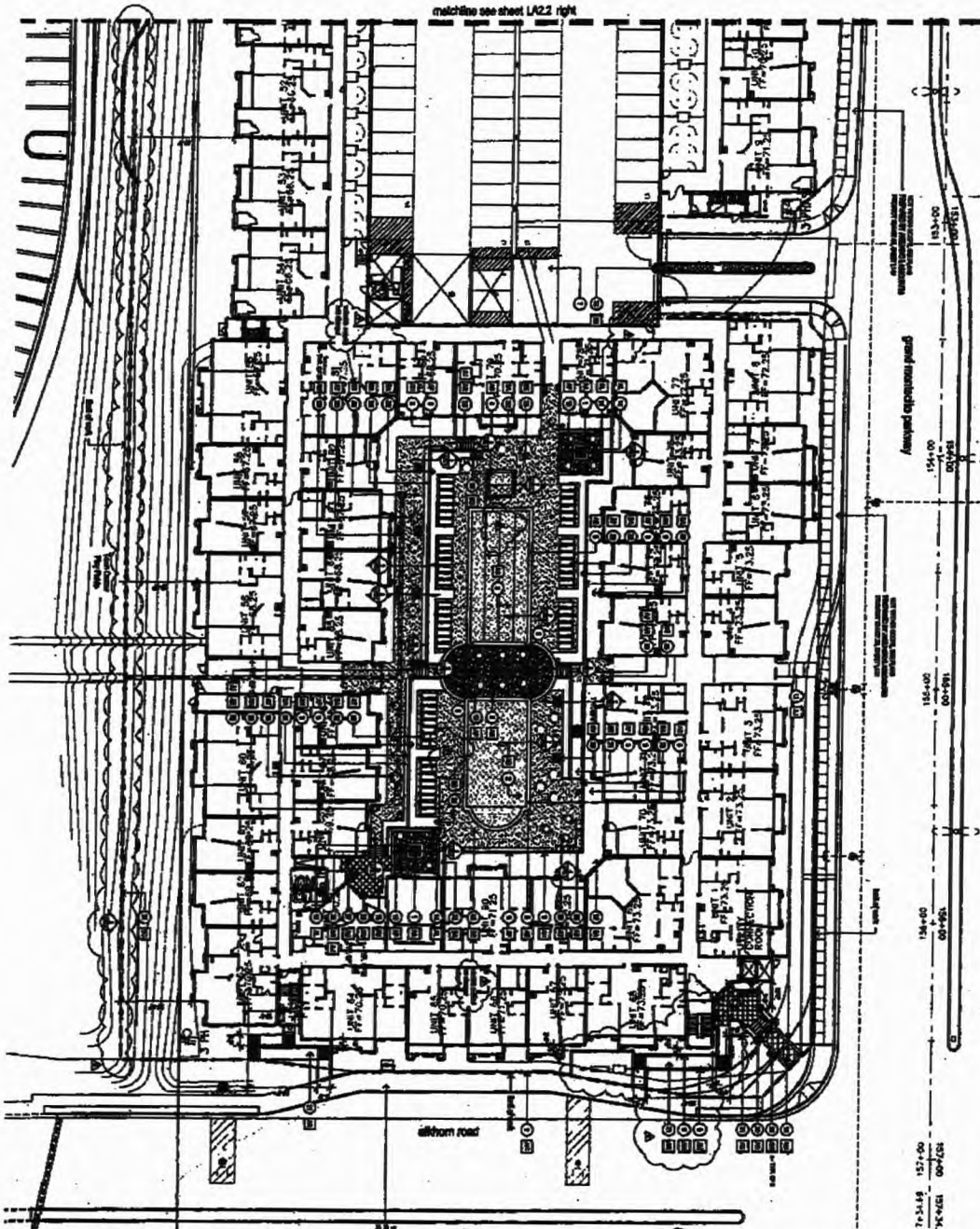
 4/18/07
Deputy City Attorney Date
Thomas R. Green

EXHIBIT "A-1"



- 1. General Notes
- 2. Site Plan
- 3. Landscape Plan
- 4. Irrigation Plan
- 5. Lighting Plan
- 6. Fencing Plan
- 7. Signage Plan
- 8. Access Plan
- 9. Parking Plan
- 10. Utility Plan
- 11. Security Plan
- 12. Environmental Plan
- 13. Historical Plan
- 14. Cultural Plan
- 15. Social Plan
- 16. Economic Plan
- 17. Political Plan
- 18. Legal Plan
- 19. Financial Plan
- 20. Insurance Plan
- 21. Tax Plan
- 22. Accounting Plan
- 23. Human Resources Plan
- 24. Information Technology Plan
- 25. Operations Plan
- 26. Maintenance Plan
- 27. Safety Plan
- 28. Health Plan
- 29. Environmental Plan
- 30. Quality Management Plan
- 31. Risk Management Plan
- 32. Compliance Plan
- 33. Governance Plan
- 34. Strategic Plan
- 35. Business Plan
- 36. Marketing Plan
- 37. Sales Plan
- 38. Distribution Plan
- 39. Logistics Plan
- 40. Procurement Plan
- 41. Production Plan
- 42. Inventory Plan
- 43. Shipping Plan
- 44. Customer Service Plan
- 45. Feedback Plan
- 46. Research and Development Plan
- 47. Innovation Plan
- 48. Intellectual Property Plan
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- 99. Governance Plan
- 100. Strategic Plan

for map



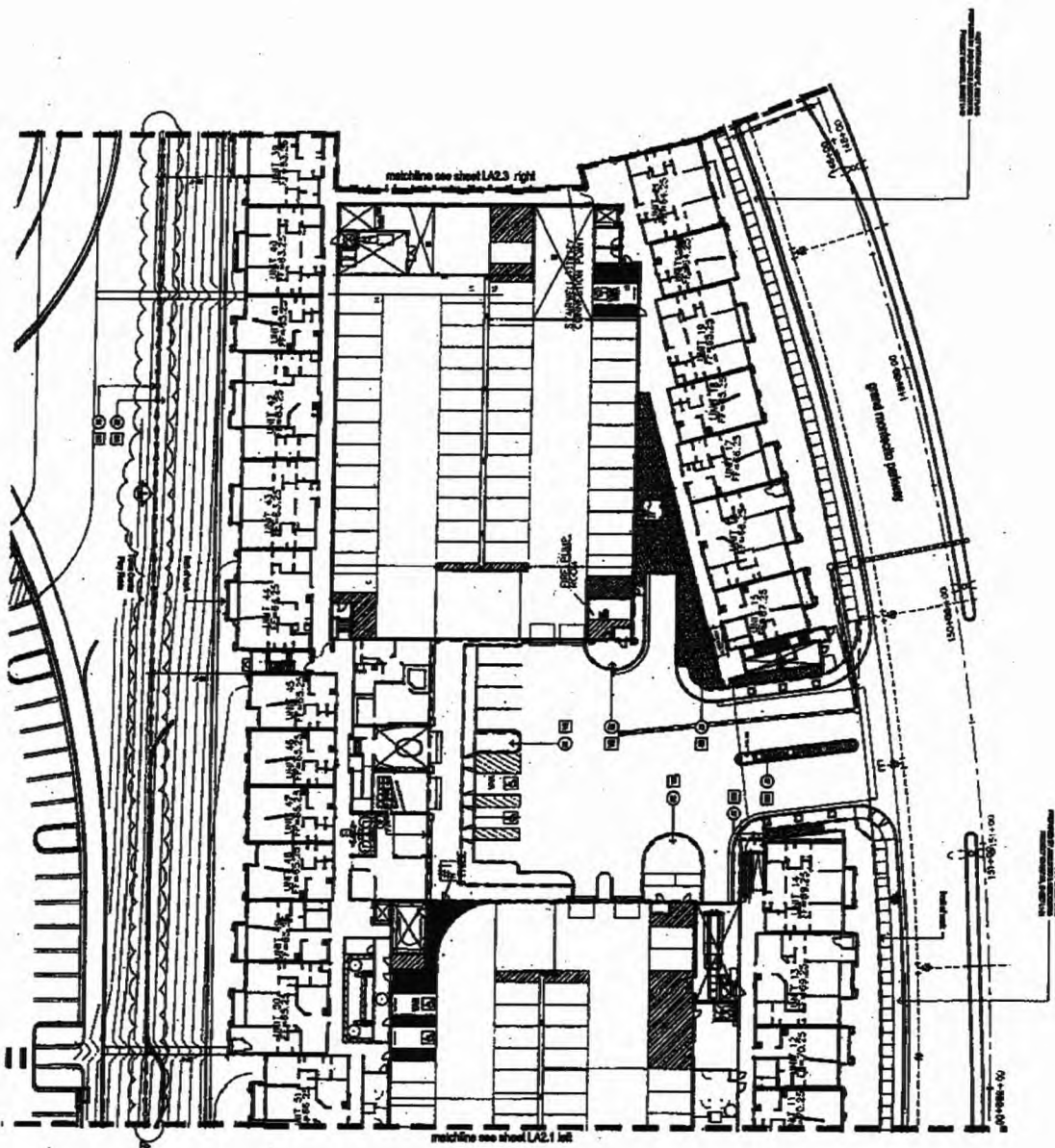
Alta Montecito
Grand Montecito Parkway and Elkhorn
 Las Vegas, Nevada
Layout Plans



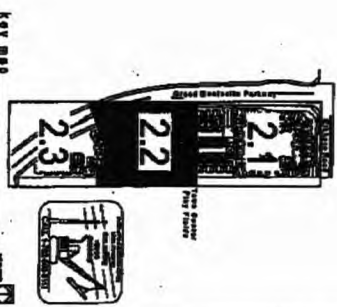
andersonbaron
landscape architecture

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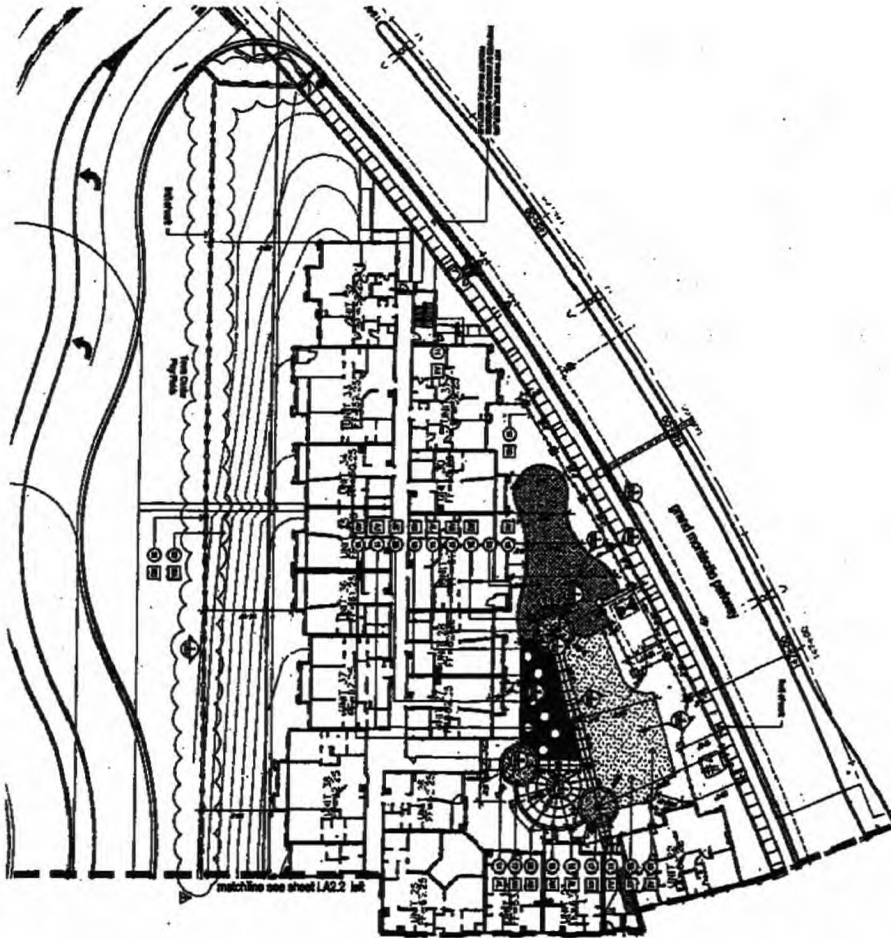


Alta Montecito
 Grand Montecito Parkway and Elkhorn
 Las Vegas, Nevada



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- Legend**
- 1. Existing landscape
 - 2. Proposed landscape
 - 3. Existing hardscape
 - 4. Proposed hardscape
 - 5. Existing vegetation
 - 6. Proposed vegetation
 - 7. Existing structures
 - 8. Proposed structures
 - 9. Existing utilities
 - 10. Proposed utilities
 - 11. Existing easements
 - 12. Proposed easements
 - 13. Existing setbacks
 - 14. Proposed setbacks
 - 15. Existing zoning
 - 16. Proposed zoning
 - 17. Existing permits
 - 18. Proposed permits
 - 19. Existing conditions
 - 20. Proposed conditions



Alta Montecito
 Grand Montecito Parkway and Elkhorn
 Las Vegas, Nevada
 Layout Plans



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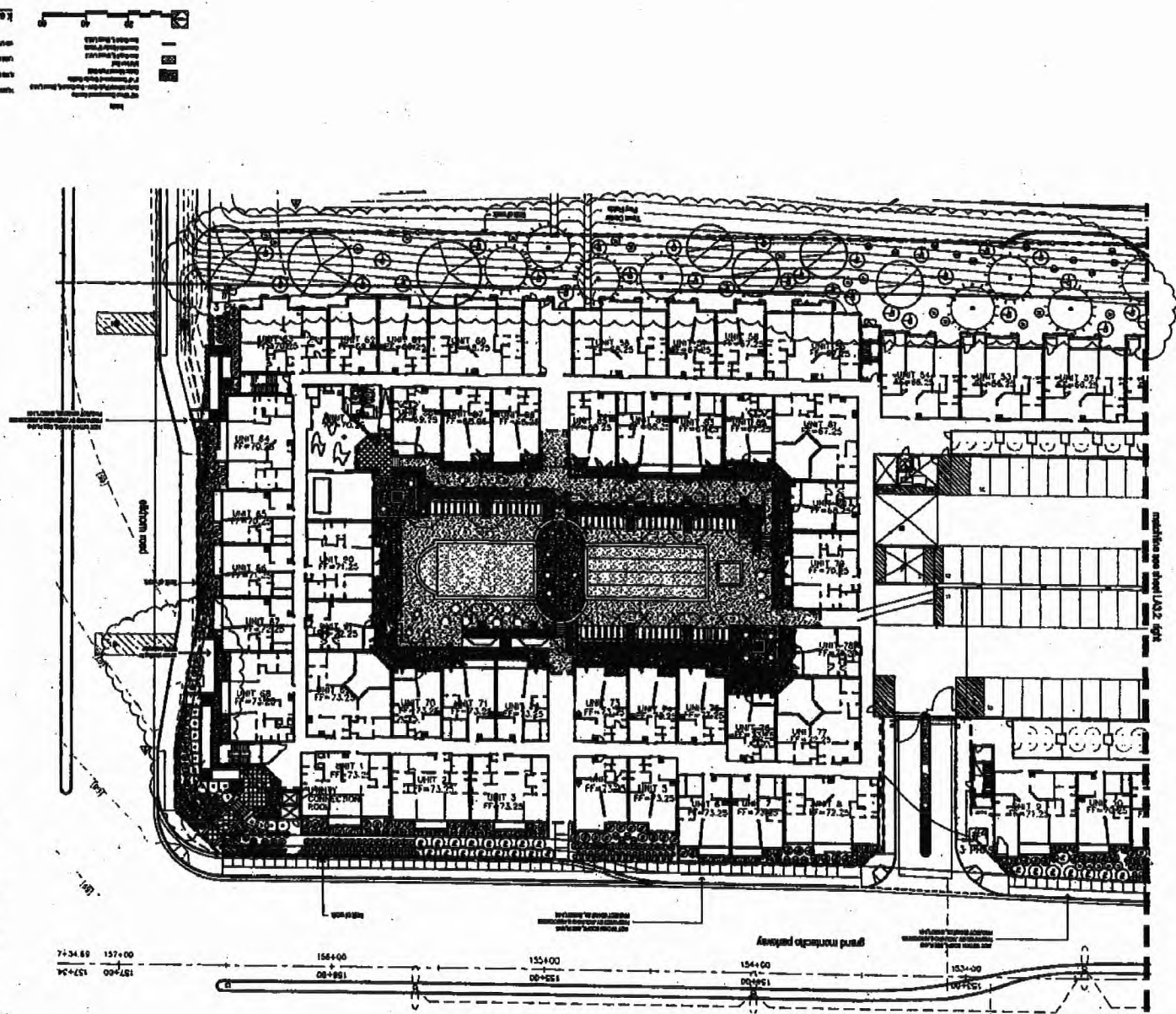
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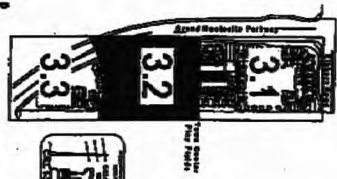
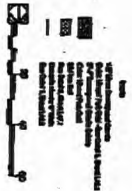
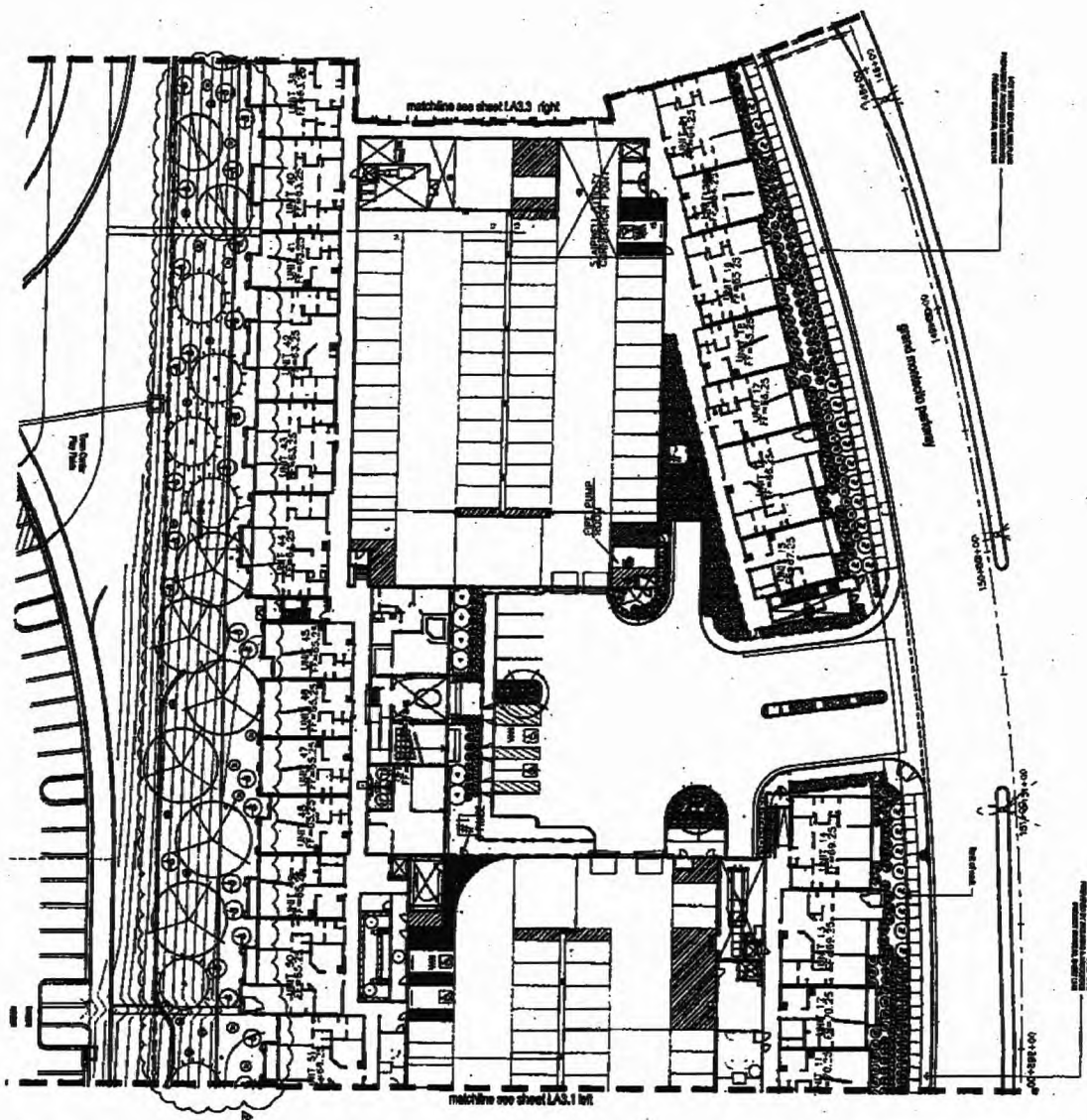
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**Alta Montecito
Grand Montecito Parkway and Elkhorn
Luis Vegas, Nevada
Planting Plans**



**andersonbaron
landscape architecture**
1000 15th Street, Suite 1000, San Francisco, CA 94103
415.774.2200





PLANT MATERIALS LEGEND

Symbol	Plant Name	Quantity
1	Acacia saligna	10
2	Adiantum species	20
3	Agave attenuata	15
4	Agave schottii	10
5	Agave vivipara	10
6	Albizia julibrissin	10
7	Albizia leonensis	10
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Alta Montecito
 Grand Montecito Parkway and Elkhorn
 Las Vegas, Nevada
 Planting Plans

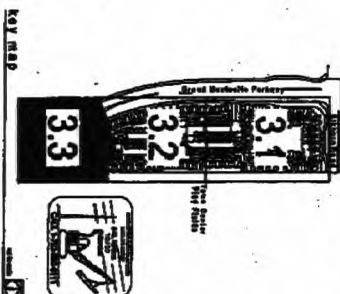
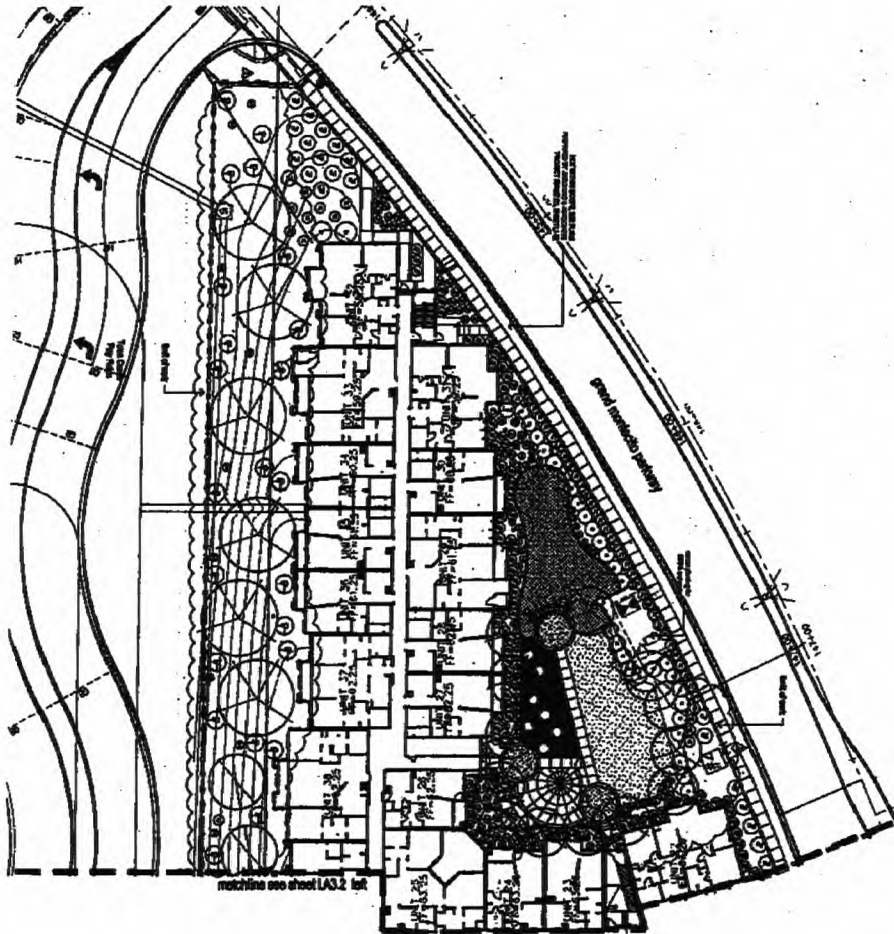


andersonbaron
 landscape architecture

LA3.2

Item	Quantity	Unit	Notes
1	10	each	Acacia saligna
2	20	each	Adiantum species
3	15	each	Agave attenuata
4	10	each	Agave schottii
5	10	each	Agave vivipara
6	10	each	Albizia julibrissin
7	10	each	Albizia leonensis
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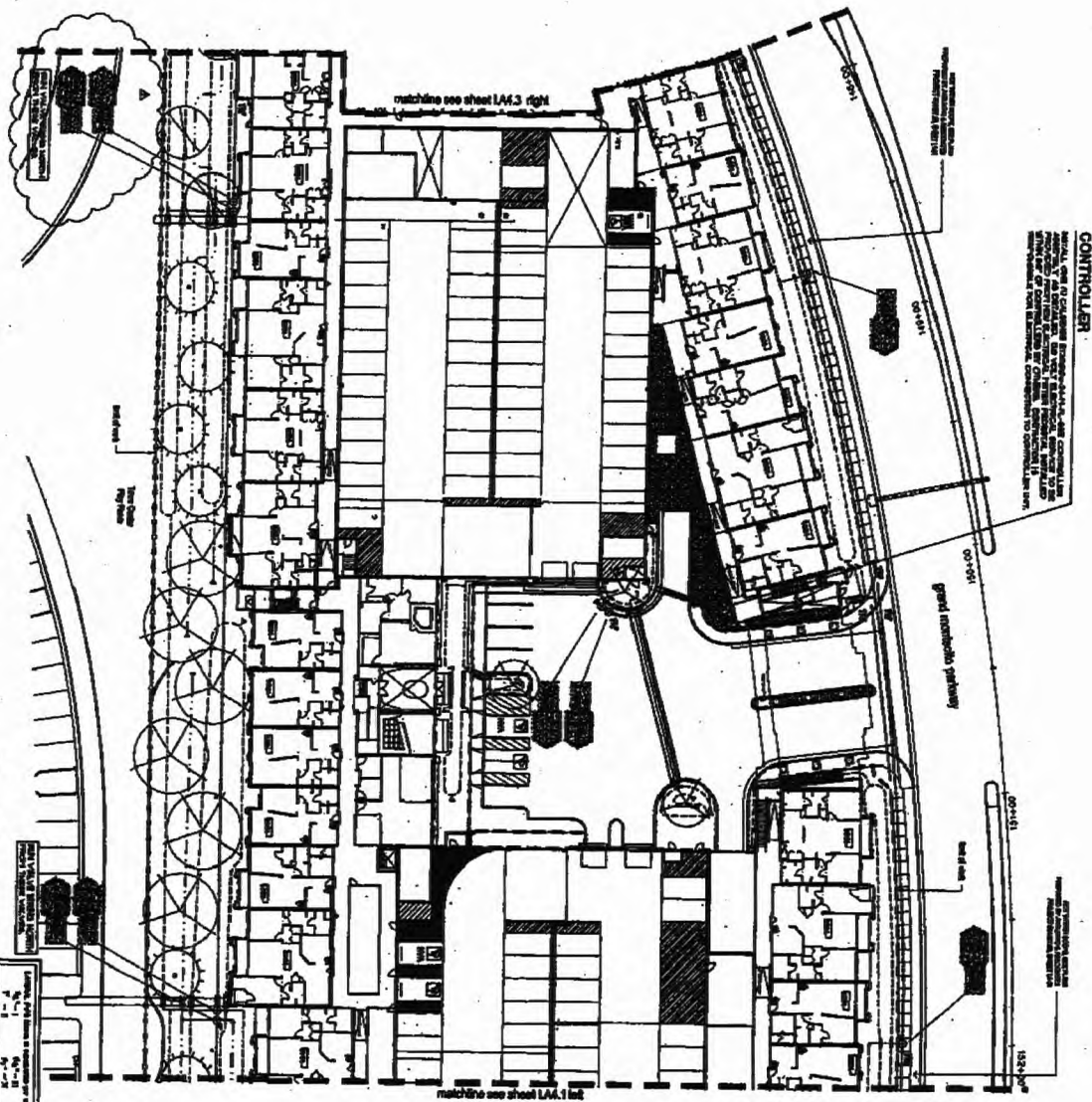
Alta Montecito
Grand Montecito Parkway and Elkhorn
Las Vegas, Nevada
Planting Plans



Anderson baron
landscape architecture

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FEB 12 2007 5:56 PM
CITY OF LAS VEGAS

LA3.3.3



INSTALL ONE (1) CONTROLLER PER EACH IRRIGATION ZONE. THE CONTROLLER SHALL BE INSTALLED IN A CONVENIENT LOCATION, PROTECTED FROM VANDALISM AND WEATHER. THE CONTROLLER SHALL BE INSTALLED IN A LOCATION THAT IS ACCESSIBLE TO THE IRRIGATION SYSTEM. THE CONTROLLER SHALL BE INSTALLED IN A LOCATION THAT IS ACCESSIBLE TO THE IRRIGATION SYSTEM.

IRRIGATION SCHEDULE

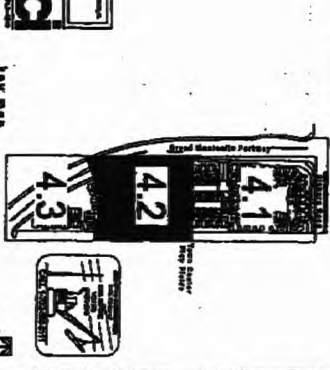
ZONE	AREA	PLANTING	WATERING	WATERING	WATERING
1	1000	1000	1000	1000	1000
2	2000	2000	2000	2000	2000
3	3000	3000	3000	3000	3000
4	4000	4000	4000	4000	4000
5	5000	5000	5000	5000	5000
6	6000	6000	6000	6000	6000
7	7000	7000	7000	7000	7000
8	8000	8000	8000	8000	8000
9	9000	9000	9000	9000	9000
10	10000	10000	10000	10000	10000

NOTES

1. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED TO PROVIDE SUFFICIENT WATER TO THE PLANTS AND LANDSCAPE. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE SUFFICIENT WATER TO THE PLANTS AND LANDSCAPE.

2. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE SUFFICIENT WATER TO THE PLANTS AND LANDSCAPE. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE SUFFICIENT WATER TO THE PLANTS AND LANDSCAPE.

3. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE SUFFICIENT WATER TO THE PLANTS AND LANDSCAPE. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE SUFFICIENT WATER TO THE PLANTS AND LANDSCAPE.



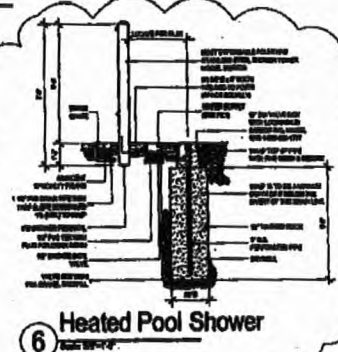
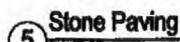
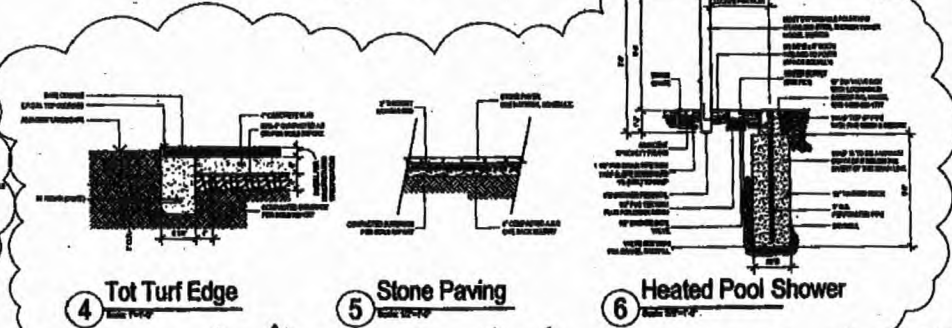
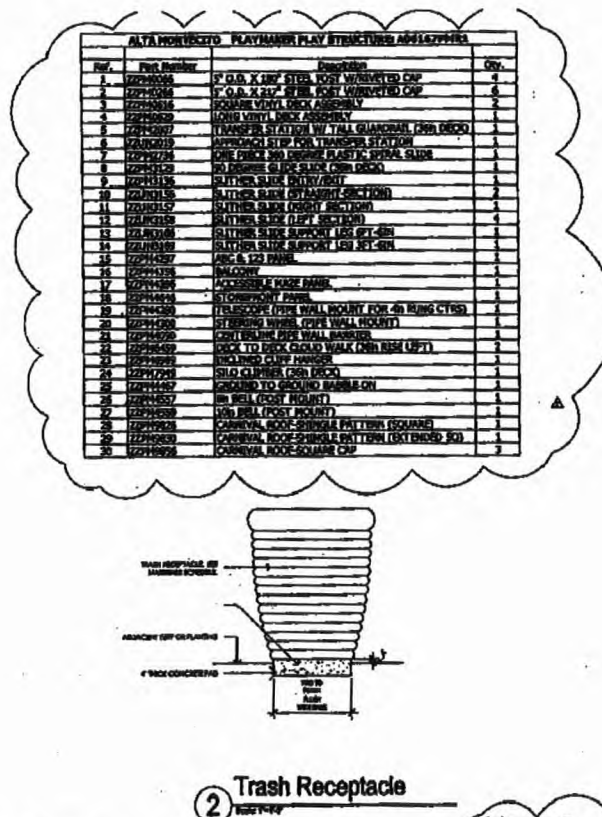
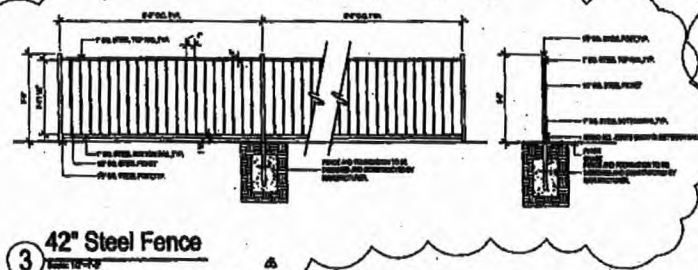
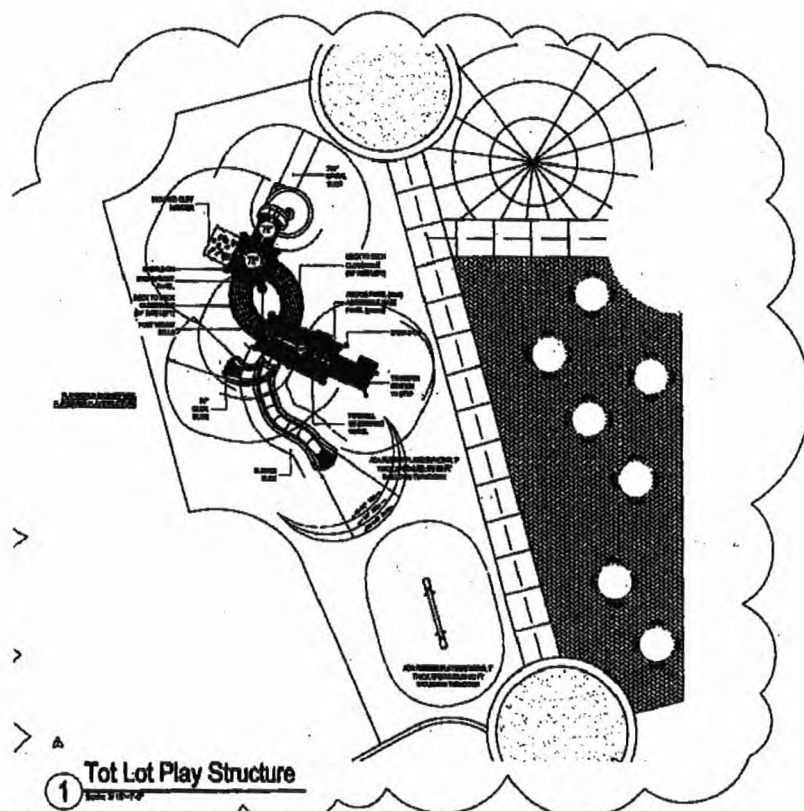
Alta Montecito
Grand Montecito Parkway and Elkhorn
Las Vegas, Nevada
Irrigation Plans



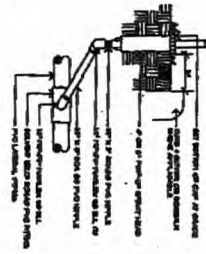
andersonbaron
landscape architecture

LAA.2

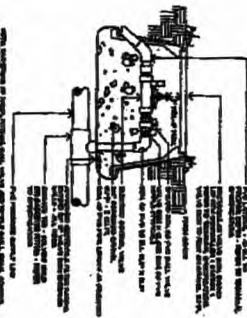
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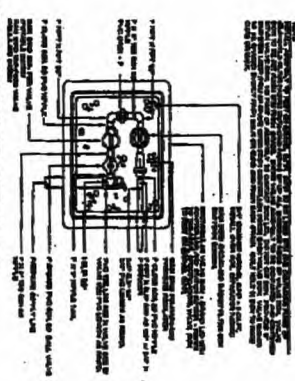
ALTA MODERATO PLATINUM PLAY STRUCTURE 404127018			
Part	Part Number	Description	Qty.
1	222-00045	F.O.B. X 3/8" STEEL JOINT W/ MINOR DAP	4
2	222-00046	F.O.B. X 3/8" STEEL JOINT W/ MINOR DAP	4
3	222-00047	222-00048 STEEL JOINT W/ MINOR DAP	4
4	222-00048	LONG VINYL DICK ASSEMBLY	1
5	222-00049	TRANSITION STRIP W/ TAIL GUARDIAN (250 INCH)	1
6	222-00049	TRANSITION STRIP FOR TRANSITION STRIP	1
7	222-00050	222-00051 STEEL JOINT W/ MINOR DAP	1
8	222-00051	222-00052 STEEL JOINT W/ MINOR DAP	1
9	222-00052	SLIPPER SLIDE (250 INCH)	1
10	222-00053	SLIPPER SLIDE (250 INCH)	1
11	222-00054	SLIPPER SLIDE (LEFT SECTION)	2
12	222-00055	SLIPPER SLIDE (RIGHT SECTION)	2
13	222-00056	SLIPPER SLIDE SUPPORT (250 INCH)	1
14	222-00057	SLIPPER SLIDE SUPPORT (250 INCH)	1
15	222-00058	SLIPPER SLIDE SUPPORT (250 INCH)	1
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254</			



1
POP-UP SPRAY HEAD



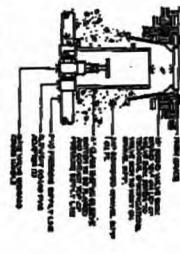
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ELECTRIC CONTROL VALVE



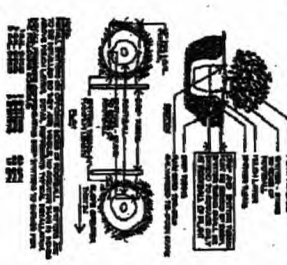
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DRIP VALVE ASSEMBLY



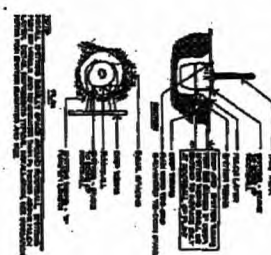
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QUICK COUPLING VALVE



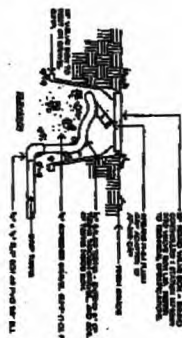
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GATE VALVE



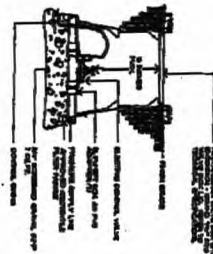
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DRIP EMITTER SHRUB



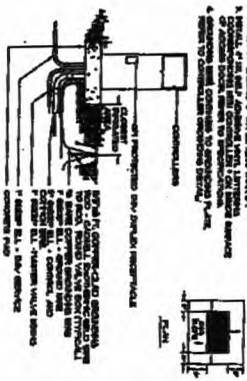
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DRIP EMITTER TREE



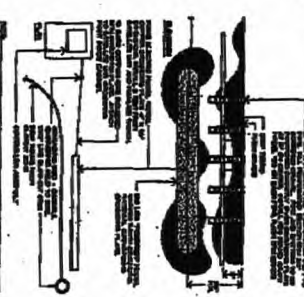
8
BLOW-OUT STUB



9
MASTER VALVE



10
CONTROLLER ASSEMBLY



11
GROUNDING

Information regarding products and design
aci



Andersonbaron
landscape architecture

Alta Montecito
Grand Montecito Parkway and Elkhorn
Los Angeles, California
Irrigation Details

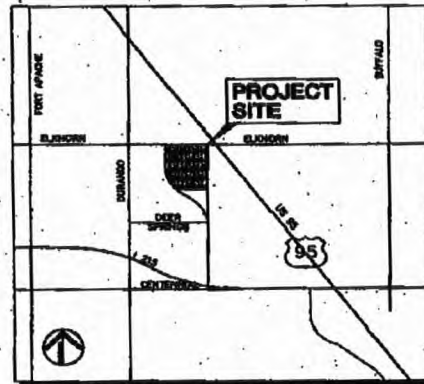
RECEIVED
LA7.2

IMPROVEMENT PLANS FOR

GRAND MONTECITO APARTMENTS

LOT THREE (3), MONTECITO TOWN CENTER NORTH, A COMMERCIAL SUBDIVISION AS SHOWN BY MAP THEREOF ON FILE IN BOOK 114 OF PLATS, PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

APN NO. 125-20-510-002
399 UNITS



VICINITY MAP
N.T.S.

REVISIONS			
NO.	DESCRIPTION	SHEET	APPROVED DATE
1	REVISIONS LANDSCAPE PLANS, ADDS SIGN DRAIN	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	10/1/00
2	REVISIONS LANDSCAPE PLANS, ADDS SIGN DRAIN	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	10/1/00
3	REVISIONS LANDSCAPE PLANS, ADDS SIGN DRAIN	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	10/1/00

SHEET INDEX		
SHEET	SHEET NAME	
1	COVER SHEET	
2	GENERAL NOTES	
3	GENERAL NOTES	
4	GENERAL NOTES	
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OWNER
J.P. SOUTH ACCOUNTING, LLC
1000 N. MONTECITO BLVD. SUITE 100
NORTH LAS VEGAS, NV 89104

STATE OF NEVADA

CLARK COUNTY ENGINEER
I, CLARK COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROJECT HAS BEEN REVIEWED AND FOUND TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CLARK COUNTY ENGINEERING ACT, CHAPTER 241, NRS.

REMARKS

CITY OF LAS VEGAS ENGINEER - 1000-0000
REMARKS: ALL PLANS AND SPECIFICATIONS FOR THE PROJECT HAVE BEEN REVIEWED AND FOUND TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CLARK COUNTY ENGINEERING ACT, CHAPTER 241, NRS.

REVISION - 1000-0000

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APPROVALS

APPROVED BY: [Signature] DATE: 10/1/00
CLARK COUNTY ENGINEER

APPROVAL OF THESE PLANS IS LIMITED TO THE IMPROVEMENTS DESCRIBED IN THE SPECIFICATIONS AND ANY OTHER IMPROVEMENTS DESCRIBED IN THE SPECIFICATIONS. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON NOR THE RESULTS OF THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED HEREON. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE IMPROVEMENTS DESCRIBED HEREON AND FOR THE RESULTS OF THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED HEREON.

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CLARK COUNTY ENGINEER

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APPROVED BY: [Signature] DATE: 10/1/00
CLARK COUNTY ENGINEER

J.P. SOUTH ACCOUNTING, LLC		CLARK COUNTY ENGINEER	
1000 N. MONTECITO BLVD. SUITE 100		1000 N. MONTECITO BLVD. SUITE 100	
NORTH LAS VEGAS, NV 89104		NORTH LAS VEGAS, NV 89104	
PHONE: (702) 735-1111		PHONE: (702) 735-1111	
FAX: (702) 735-1112		FAX: (702) 735-1112	
E-MAIL: JPSOUTH@JPSOUTH.COM		E-MAIL: JPSOUTH@JPSOUTH.COM	
WWW.JPSOUTH.COM		WWW.JPSOUTH.COM	
COVER SHEET		COVER SHEET	
GRAND MONTECITO APARTMENTS		GRAND MONTECITO APARTMENTS	
SHEET 1 OF 1		SHEET 1 OF 1	
DATE: 10/1/00		DATE: 10/1/00	
BY: [Signature]		BY: [Signature]	
CHECKED BY: [Signature]		CHECKED BY: [Signature]	
APPROVED BY: [Signature]		APPROVED BY: [Signature]	
CLARK COUNTY ENGINEER		CLARK COUNTY ENGINEER	
1000 N. MONTECITO BLVD. SUITE 100		1000 N. MONTECITO BLVD. SUITE 100	
NORTH LAS VEGAS, NV 89104		NORTH LAS VEGAS, NV 89104	
PHONE: (702) 735-1111		PHONE: (702) 735-1111	
FAX: (702) 735-1112		FAX: (702) 735-1112	
E-MAIL: JPSOUTH@JPSOUTH.COM		E-MAIL: JPSOUTH@JPSOUTH.COM	
WWW.JPSOUTH.COM		WWW.JPSOUTH.COM	

SAFETY ALERT
Call
Before You
Overhead
1-800-321-1111

**Call
Before
Dig
1-800-321-1111**



EXHIBIT "A-2"



	DRAWN BY: <u>AWC</u> <u>08.21.08</u> DESIGNED BY: <u>AWC</u> <u>08.21.08</u> CHECKED BY: <u>AWC</u> <u>08.21.08</u> PRINTED BY: <u>AWC</u> <u>08.21.08</u>	GRADING PLAN SHEET 2 OF 2	WP SOUTH ACQUISITIONS, LLC 10000 W. 11th Ave., Suite 100 Fort Worth, TX 76132 Tel: 817.335.1100 Fax: 817.335.1101	1. THIS SHEET SHALL BE USED FOR THE PURPOSES OF THE PROJECT AND SHALL BE SUBJECT TO THE PROJECT'S SPECIFICATIONS AND CONDITIONS. 2. THIS SHEET SHALL BE USED FOR THE PURPOSES OF THE PROJECT AND SHALL BE SUBJECT TO THE PROJECT'S SPECIFICATIONS AND CONDITIONS.
	SCALE: <u>1" = 30'</u>	GRAND MONTECITO APARTMENTS	 Krisley-Ham and Associates, Inc. 10000 W. 11th Ave., Suite 100 Fort Worth, TX 76132 Tel: 817.335.1100 Fax: 817.335.1101	3. THIS SHEET SHALL BE USED FOR THE PURPOSES OF THE PROJECT AND SHALL BE SUBJECT TO THE PROJECT'S SPECIFICATIONS AND CONDITIONS. 4. THIS SHEET SHALL BE USED FOR THE PURPOSES OF THE PROJECT AND SHALL BE SUBJECT TO THE PROJECT'S SPECIFICATIONS AND CONDITIONS.

EXHIBIT "B"
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
ALTA MONTECITO L.P.
Name
1110 NORTHCHASE PKWY, #150
Address
MARIETTA, GA 30067
Telephone
770. 951.8989
EIN or DUNS
20. 2304323

Block 2 Description
Subject Matter of Contract/Agreement
Memorandum of Understanding
ALTA MONTECITO APARTMENTS
7100 GRAND MONTECITO PKWY
LAS VEGAS NEV 89149
RFP#

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	WOOD ALTA MONTECITO LLC	1110 NORTHCHASE PKWY #150	770.951.8989
2.		MARIETTA, GA 30067	
3.			
4.	S-STATES ALTA MONTECITO, CV		
5.		1170 PEACHTREE ST. #1200	404.885.5719
6.		ATLANTA, GA 30309	
7.			
8.	GLOBAL STATE MANAGEMENT, B.V.		
9.		1170 PEACHTREE ST. #1200	404.885.5719
10.		ATLANTA, GA 30309	

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: ____

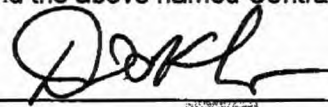
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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: _____

ate 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



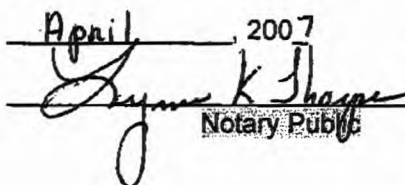
DAVID T. RUBIN.

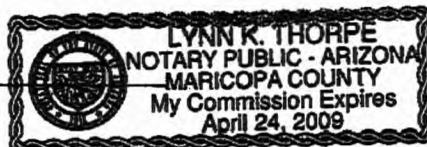
Name

4/13/07

Date

Subscribed and sworn to before me this 13 day of

April, 2007

Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 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: \$71,065,637.46

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 04/16-04/30/07

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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 4/16-4/30/07

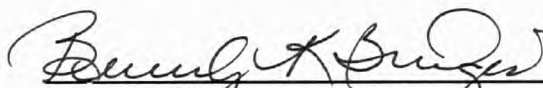
Total Services & Materials Checks :	\$11,429,124.60
Total Services & Materials EFT Payments :	\$5,354,007.42
Total Wire Transfers:	\$47,647,590.88
Total Payroll Checks:	\$6,634,914.56

Grand Total:	\$71,065,637.46
--------------	-----------------

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



Beyerly K. Bridges
Acting City Clerk

On MAY 16, 2007, the City Council approved the above cash expenditures.



Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Notice of Intent to Augment and Amend the Fiscal Year 2007 Annual Budget of the City of Las Vegas General Fund

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Publish notice of the City's intent to act on a resolution to augment and amend the FY2007 Budget of the General Fund in an amount not to exceed \$17,000,000 in order to effect an increase in appropriations, pursuant to NRS 354.598005. Public hearing to be held in City Council Chambers June 6, 2007.

RECOMMENDATION:

Accept intent to augment and amend the City of Las Vegas General Fund and authorize notice to be properly posted and published.

BACKUP DOCUMENTATION:

Notice for Publication

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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 NOTICE OF INTENTION TO ACT ON RESOLUTION TO
AUGMENT AND AMEND THE GENERAL FUND BUDGET

NOTICE IS HEREBY GIVEN, that the City Council of the City of Las Vegas, State of Nevada, will act on a resolution to augment and amend the General Fund budget for fiscal year 2007 in an amount not to exceed \$17,000,000 in order to effect an increase in appropriations made available from actual beginning fund balance in excess of budget, pursuant to NRS 354.598005, at a meeting to be held in City Council Chambers June 6, 2007, at the hour of 9:00 a.m. at which time all persons may attend and be heard. Prior to the meeting, written comments may be filed with Beverly K. Bridges, Acting city Clerk, and will be considered.

OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Beauty Bar, Location: 517 Fremont Street, Dates: June 1, 3, and 20, 2007 and July 6 and 14, 2007, Type: Special Event General, Event: First Friday/Concerts, Responsible Person in Charge: Bree Blumstein - Ward 5 (Williams)

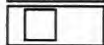
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a Special Event Alcoholic Beverage License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Boricua Association of Las Vegas, Location: 720 Twin Lakes Drive, Date: May 27, 2007, Type: Special Event Beer/Wine, Event: Annual Puerto Rican Memorial Day Festival, Responsible Person in Charge: Rose M. Salter - Ward 5 (Williams)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a Special Event Alcoholic Beverage License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Change of Location and Change of Ownership for a Liquor Caterer License, From: Lynn Barbarite, dba Events Catering, To: Events Catering, LLC, dba Events Catering, 231 South 3rd Street, Lynn M. Barbarite, Managing Mmbr, 100% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of Change of Location and Change of Ownership for a Liquor Caterer License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

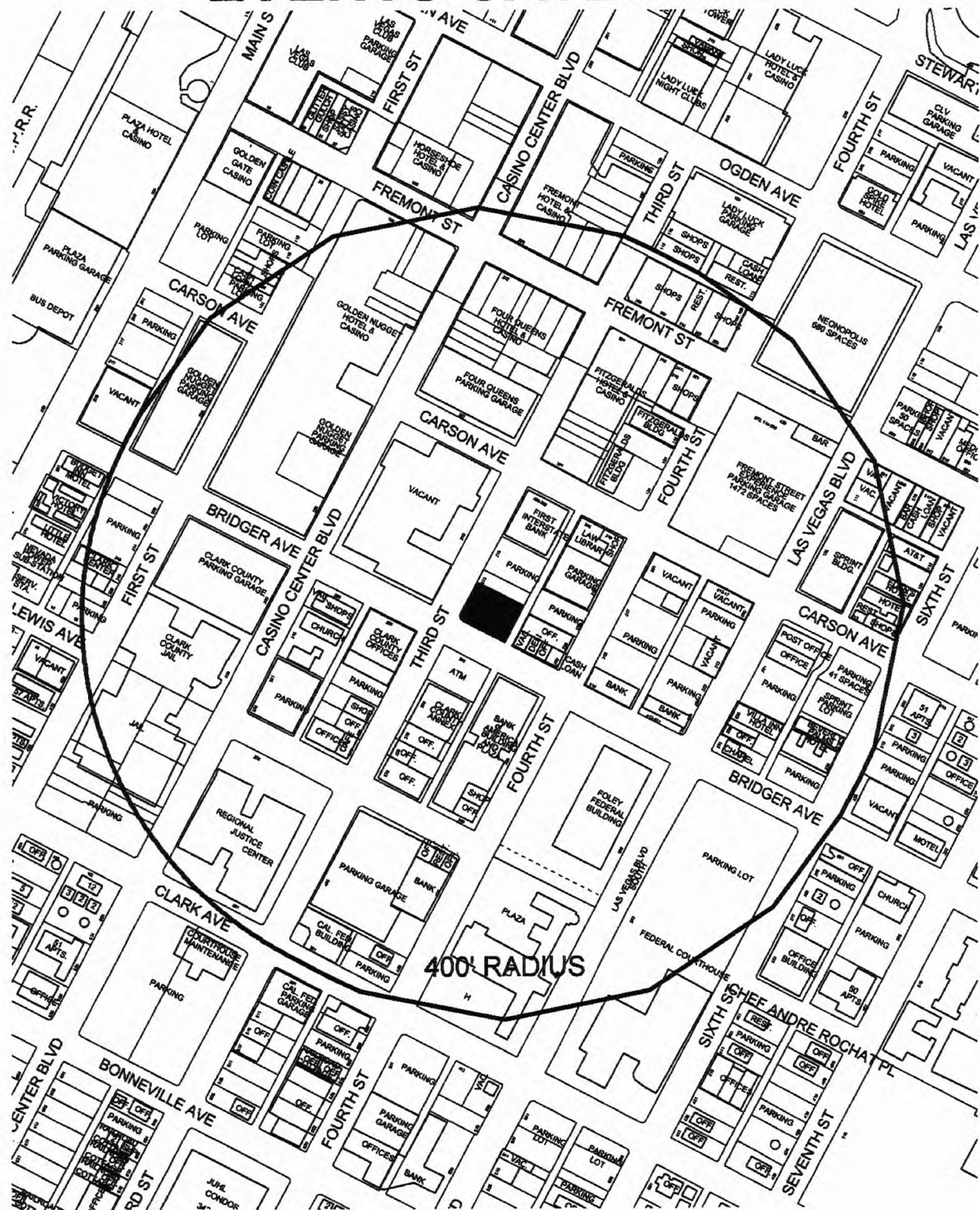
Map

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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)

EVENTS CATERING



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Restaurant Service Bar License, Ivy Grill, LLC, dba Ivy Grill, LLC, 2620 Regatta Drive, Suite 118, Erik R. Watts, Managing Mmbr, 100% - Ward 4 (Brown)

Fiscal Impact

☒ ☐

No Impact

☐ **Augmentation Required**

☐ **Budget Funds Available**

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Restaurant Service Bar License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

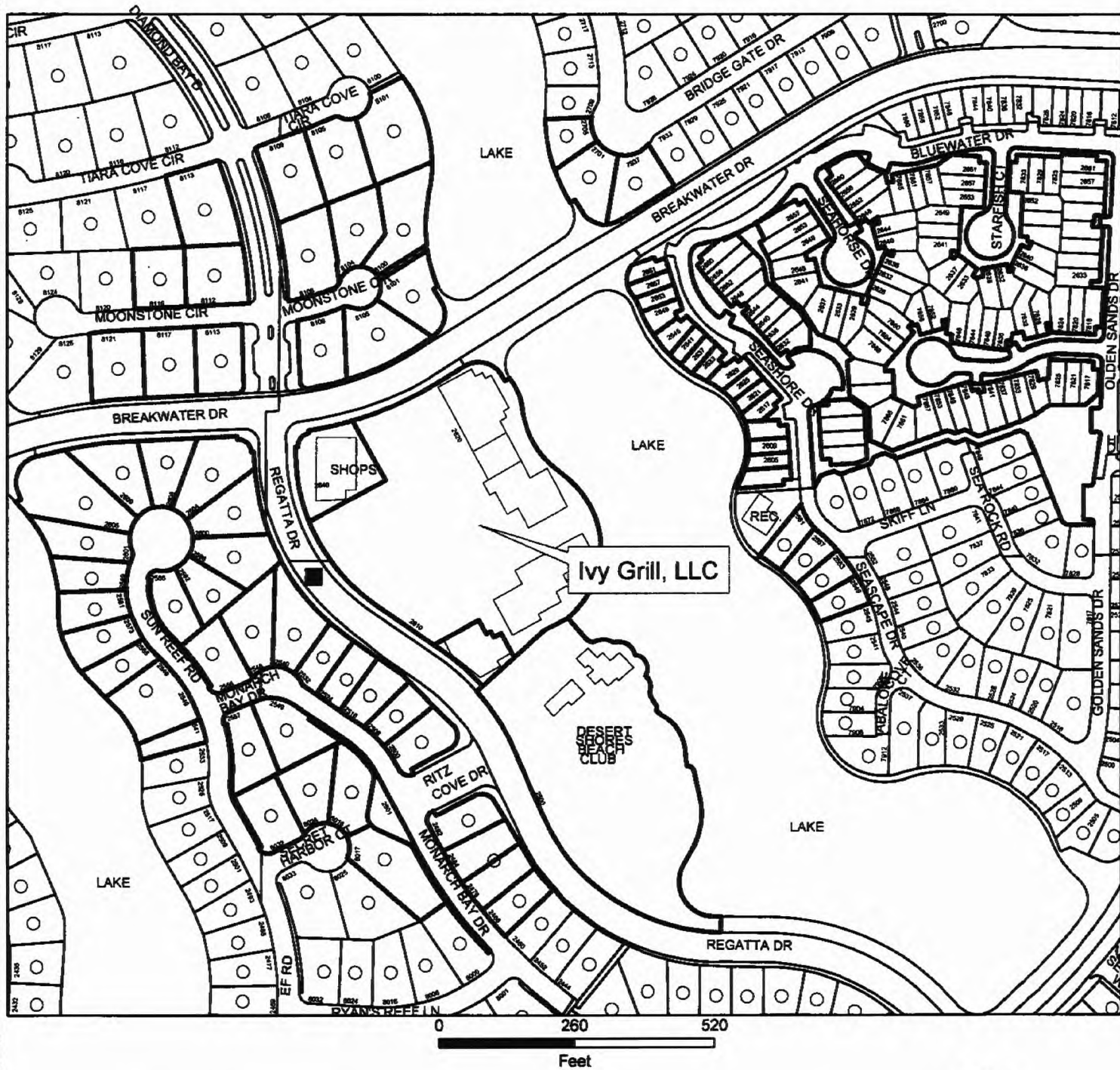
Map

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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)

Ivy Grill, LLC
2620 Regatta Drive, #118



**Parcels outlined in red
are within 400 feet of
of the proposed location.**



Created by: Business Services on May 1 2007

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of a new Beer/Wine/Cooler On-sale License, Sammy's Woodfired Pizza dba Sammy's Woodfired Pizza, 7160 North Durango Drive, Suite 110, Sami Ladeki, Dir, Pres, Secy, Treas, 100% - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Franchise Managers for a Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. regulations, 7-Eleven, Inc., dba 7-Eleven Store #27228, 2403 South Eastern Avenue, Jadore, Inc., Debra D. Croteau, Pres, 50% and Albert B. Croteau, Jr., Secy, Treas, 50% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of Franchise Managers for a Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes and Health Dept. regulations.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of a new Restricted Gaming License for 5 slots, Jadore, Inc., db at 7-Eleven Store #27228, 2403 South Eastern Avenue, Debra D. Croteau, Pres, 50% and Albert B. Croteau, Jr., Secy, Treas, 50% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 5 slots.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Strike Items 26 and 56

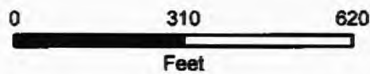
Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

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)

7-Eleven Store #27228
2403 S. Eastern Ave.



Created by: Business Services on Apr 27 2007

Parcels within 400 feet
of the proposed location
are outlined in red

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Temporary Restricted Gaming License for 6 slots subject to confirmation of approval by the Nevada Gaming Commission, Harsh Bembi, db at 7-Eleven Store #13681, 4950 West Charleston Boulevard, Harsh Bembi, Sole Proprietor, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a Temporary Restricted Gaming License for 6 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Psychic Art and Science License, Shirley Jenkins, dba Shirley Jenkins, 8155 East Fairmount Drive, #911, Shirley A. Jenkins, 100% - Colorado

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:

None

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Wolfgang Puck Catering, Location: 333 South Valley View Boulevard, Dates: May 30, 2007 and June 5, 8 and 9, 2007 Type: Special Event General, Events: Private Party/Sit Down Dinner/Concert, Responsible Person in Charge: Andrew Sidebotham - Ward 1 (Tarkanian)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a Special Event Alcoholic Beverage License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by LOIS TARKANIAN 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:

See Item 160 for related discussion.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of award of Modification to Bid No. 06.15341.11-LED, Gilmore Cliff Shadow Trail Head located at Cliff Shadows Parkway and Alexander Road - Department of Public Works - Award recommended to: CG&B ENTERPRISES, INC. (\$500,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 4 (Brown)

Fiscal Impact

☐ No Impact ☐ Augmentation Required
☒ Budget Funds Available

Amount: \$500,000

Funding Source: Parks and Leisure Activities CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

On April 12, 2007 award of Bid No. 06.15341.11-LED, Gilmore Cliff Shadow Trail Head was authorized by the Purchasing and Contracts Manager pursuant to Resolution R-48-2006. Award was made to CG&B Enterprises, Inc. in the amount of \$806,825 with a contingency of \$56,478. This Modification will provide additional funding in the amount of \$500,000 for improvements to the landscaping and irrigation being installed, construction of a trash enclosure within the park and additional grading for horse trailer parking.

PCC: L.E. Davis

POC: Michael McComb - (702) 565-6564

RECOMMENDATION:

That City Council approve the Modification to Bid No. 06.15341.11-LED, Gilmore Cliff Shadow Trail Head to CG&B Enterprises, Inc. to increase the award amount by \$500,000.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Modification No. 1 to Engineering Design Services Agreement No. 070066-DC, Brent Lane and Tule Springs Detention Basins Project located within Floyd Lamb State Park, 9200 Tule Springs Road - Department of Public Works - Award recommended to: LOUIS BERGER GROUP, INC. (\$466,320 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$466,320

Funding Source: Road and Flood CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

On September 20, 2006 City Council approved the award of an Agreement with Louis Berger Group, Inc. to provide design services for the Brent Lane and Tule Springs Detention Basins located in Floyd Lamb State Park including an Outfall system between each detention basin and the Silverstone Golf Course. Modification No. 1 represents additional owner requested design changes to include additional design work for the storm drain in Racel Street between Durango Drive and El Capitan Way, the storm drain in El Capitan Way between Racel Street and Horse Drive and other related design services as required. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins

POC: Syndi Dudley, P.E. - (702) 736-6632

RECOMMENDATION:

That City Council approve Modification No. 1 to Agreement No. 070066-DC, Brent Lane and Tule Springs Detention Basins Project to Louis Berger Group, Inc. in the amount of \$466,320. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Software License and Services Agreement No. SLSA-34075-28-OCT-97 for an Oracle Software License Upgrade and Service - Department of Information Technologies - Award recommended to: ORACLE USA, INC. (\$702,942 - Computer Services Internal Service Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$702,942

Funding Source: Computer Services ISF

Dept./Division: Information Technologies

PURPOSE/BACKGROUND:

Grid Technology Oracle upgrade will give the City an information technology infrastructure that will meet the current and future needs of the City. It is reliable, scalable and a top tier platform supported by Oracle. Grid Computing will allow the City to grow in a cost effective way and support future application development and business needs. This request is exempt from the competitive bidding process pursuant to NRS 332.115.1(h), Software for computers.

PCC: T. Boyce

POC: Brian Blatt - (303) 334-6511

RECOMMENDATION:

That City Council approve Software License and Services Agreement No. SLSA-34075-28-OCT-97, Oracle Software License Upgrade to Oracle USA, Inc. in the amount of \$702,942 including maintenance in the annual amount of \$126,737 as long as the competitive bidding exception applies. Authority to execute this revision is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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 16, 2007

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: CLAUDETTE ENUS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval to amend the contract with Wellness Coaches USA for the City of Las Vegas Wellness Program (\$273,600 - Self-Insurance Internal Service Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$273,600

Funding Source: Self-Insurance Internal Service Fund

Dept./Division: Human Resources/Insurance Services Division

PURPOSE/BACKGROUND:

The City of Las Vegas entered into a contract with Wellness Coaches USA to provide health and injury prevention related services. The contract was approved by City Council on June 7, 2006 with an effective date of July 1, 2006. The contract period is two years. Section 3 of the contract states Wellness Coaches USA would provide two coaches, each of which is to be on City property for a period of 40 hours per week. Wellness Coaches USA provided three coaches at the agreed upon pricing in Section 4 of the contract for the two coaches. Wellness Coaches USA is requesting that Section 4 of the contract be amended to include pricing for the third coach. The City of Las Vegas agrees that the number of coaches should remain at three. The incremental cost of this amendment is \$54,000 annually. The amendment will become effective July 1, 2007.

RECOMMENDATION:

Approve to amend the contract with Wellness Coaches USA

BACKUP DOCUMENTATION:

1. Letter from Wellness Coaches USA, dated January 19, 2007
2. Agreement letter from City of Las Vegas to Wellness Coaches USA, dated April 19, 2007

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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)

January 19, 2007

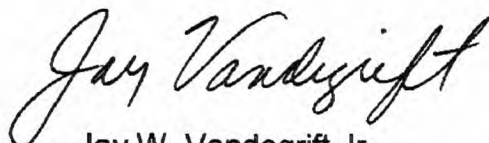
Victoria J. Robinson, MBA, SPHR
Manager, Insurance Services
City of Las Vegas
Dept. of Human Services
400 E. Stewart Avenue
Las Vegas, NV 89101

Dear Vicki,

Per your request, Wellness Coaches USA has analyzed the cost of providing three (3) on-site wellness coaches, rather than the originally agreed-upon two (2). The proposed fee for this additional staffing would be \$4,500 per month, increasing the total fee for the term of the contract from \$18,300 per month to \$22,800 per month.

It is a real pleasure working with you, and we very much appreciate your continuing support.

Sincerely,



Jay W. Vandegrift Jr.
President
Wellness Coaches USA



April 19, 2007

Jay W. Vandergrift Jr.
President

Wellness Coaches USA
725 Skippack Pike
Suite 300
Blue Bell, PA 19422

Dear Mr. Vandergrift:

Pursuant to your letter dated January 19, 2007, the City of Las Vegas is in agreement with your request to increase the number of Wellness Coaches to three and increase the monthly fee to pay for the third coach.

Therefore, the Wellness Coaches USA Service Agreement entered into as of July 1, 2006 between the City of Las Vegas and Wellness Coaches USA is to be amended as follows:

The first sentence of Section 3 will be amended to read as follows:

Personnel. Wellness Coaches USA shall provide City with three dedicated Wellness coaches (Coaches) to work a total of 120 hours per week in City facilities to furnish the onsite services described in Exhibit A.

Paragraph one, Section 4 will be amended to read as follows:

Fees and Invoices. For the Initial Term hereof, City agrees to pay Wellness Coaches USA fees payable as follows: (a) start-up fee of \$13,000 due and payable upon the Start Date, plus (b) \$22,800 per month (for each month during the Initial Term) beginning on July 1, 2007, payable within thirty (30) days of the invoice date.

All other terms and conditions of the Initial Services Agreement will remain unchanged for the remainder of the Initial Term.

Please sign below indicating your acceptance of this contract modification.

Sincerely;

Victoria J. Robinson, MBA, SPHR
Manager, Insurance Services
City of Las Vegas

APPROVED AS TO FORM

Thomas R. Green Date 4/19/07
Deputy City Attorney

I agree with the changes outlined above to the Services Agreement entered into as of July 1, 2006

Jay W. Vandergrift, President
Wellness Coaches-USA

4/24/07
Date

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 16, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval to enter into an Agreement that assigns the Community Development Block Grant (CDBG)/HOME/15% Set-Aside Program funding conditions to Nelson A. Martinez to ensure that the property located at 618 W. Van Buren Avenue will continue to be utilized as affordable housing per the applicable funding agreements and regulations - Ward 5 (Williams)

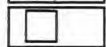
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

In 1997, the city of Las Vegas entered into an agreement with the Westside New Pioneers Community Development Corporation to provide CDBG/HOME/15% Set-Aside funding to acquire property and build single-family homes that was made available to households whose income did not exceed 80% of the Area Median Income (AMI). On August 31, 1999, Janice Kyle entered into an agreement with Westside New Pioneers to purchase the property and to only sell the property to another income-qualified buyer for the 10-year period of affordability. Mr. Nelson A. Martinez is a qualified buyer and currently is in escrow to purchase the property at 618 W. Van Buren Avenue.

RECOMMENDATION:

Staff recommends that the City Council approve the assignment of the funding stipulations to Mr. Nelson A. Martinez and authorize the Mayor to execute all agreements and documents required to accomplish the assignment following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

Development Subsidy Deferred Loan Agreement

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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)

DEVELOPMENT SUBSIDY DEFERRED LOAN AGREEMENT

This DEVELOPMENT SUBSIDY DEFERRED LOAN AGREEMENT, ("AGREEMENT"), is made and entered into this 16TH day of May 2007 by and between Nelson A. Martinez, herein called APPLICANT, and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City")

WHEREAS, the City of Las Vegas had made available certain funds to be administered as deferred loans to the original eligible homebuyer of CDBG, 15% Set-Aside, and HOME-eligible; and

WHEREAS, as security for the original homebuyer's performance under the Development Subsidy Loan Agreements dated August 31, 1999, and repayment of the deferred loan funds, three deeds of trust were executed by the original homebuyer in favor of the City which encumbered the original homebuyer's property located at 618 Van Buren, Las Vegas, Nevada ("Property") and were recorded in the Office of the Clark County Recorder on September 28, 1999 in Book 9909028 as Instrument Nos. 01340, 01342 and 02342, respectively; and

WHEREAS, to meet the requirements of these deferred loans, the original homebuyer agreed to sell the property to another eligible buyer if the property was sold prior to meeting the ten year affordability period; and

WHEREAS, the Applicant has satisfied the criterion established by the City of Las Vegas for eligibility for a deferred loan.

NOW THEREFORE, City of Las Vegas agrees to provide a deferred loan to Applicant and Applicant agrees to borrow from a deferred loan subject to the following conditions, restrictions and covenants:

I. FUNDS

A. CDBG

The \$19,000 CDBG funds which are the subject of this Agreement, and which had been provided as financial assistance in the building of the Applicant's permanent residence located at 618 Van Buren, Las Vegas, Clark County, State of Nevada, herein called Applicant's Residence are CDBG funds made available through the an affordable housing project deferred payment loan. The deferred loan was used to satisfy construction of the Applicant's Residence, the legal description of Applicant's Residence is hereto attached as Exhibit "B" (alternatively, the "Property").

B. 15% Redevelopment Set-Aside Funds

The \$6,000 15% Redevelopment Set-Aside Funds which are the subject of this Agreement, and which had been provided to the original homeowner as financial assistance for the purchase of the Applicant's permanent residence located at 618 Van Buren, Las Vegas, Clark County, State of Nevada, herein called Applicant's Residence are 15% Redevelopment Set-Aside funds made available through a deferred payment loan program, the legal description of Applicant's Residence is hereto attached as Exhibit "B" (alternatively, the "Property").

C. HOME Funds

The \$10,000 HOME funds which are the subject of this Agreement, and which had been provided to the original homeowner as financial assistance for the purchase of the Applicant's permanent residence located at 618 Van Buren, Las Vegas, Clark County, State of Nevada, herein called Applicant's Residence are HOME funds made available through a deferred payment loan program.

II. TERMS OF THE DEFERRED LOAN

The Applicant understands and agrees to assume the above-referenced deferred loans (collectively the "City loan") and only as long as the Applicant resides in the Applicant's Residence for a term of commencing on December 21, 2006, and ending on August 31, 2009 (the "Term").

The Applicant further agrees that throughout the Term the Property will be resold to another CDBG/HOME/15% Set-Aside-eligible buyer upon the death of the Applicant, excluding an eligible heir to or beneficiary of the Property, or, in the event there are two or more Applicants, the Property will be resold to a CDBG/HOME/15% Set-Aside-eligible buyer upon the death of the last surviving Applicant.

In the event of divorce between two Applicants, the Property will be resold to another CDBG/HOME/15% Set-Aside-eligible buyer unless one of the Applicants is entitled pursuant to a decree of divorce to continue residing in the primary housing Property, in which event, the Property will be resold to another CDBG/HOME/15% Set-Aside-eligible buyer upon the death of the Applicant who continues to reside in the Applicant's Residence for the Term, or on the sale, transfer, or any other change of ownership of Applicant's Residence during the Term.

The Applicant further agrees that the Property must be immediately resold to another CDBG/HOME/15% Set-Aside-eligible buyer, if at any time during the Term, the Applicant's Residence is used for other than as the Applicant's primary housing unit, is sold, transferred to another person or entity or otherwise alienated.

Upon verification by the CITY that the Applicant is in breach of any terms of this Agreement, the CITY at its discretion, shall notify the Applicant in writing of said breach and shall mail by certified mail a Notice of Breach to the Applicant and demand immediate resale of the Property to another CDBG/HOME/15% Set-Aside-eligible buyer. The

Applicant shall have a period of ten (10) days from the date of the Notice of Breach to contact the CITY concerning their ability to resell the Property or return the Property to the CITY. In any event, the Property must be resold to another CDBG/HOME/15% Set-Aside-eligible buyer within one hundred twenty (120) days from the date of the Notice of Breach unless agreed otherwise by the CITY at its discretion.

However, notwithstanding the above, the CITY loan shall not be accelerated where to do so would violate applicable federal law. Any failure to execute said option shall not constitute a waiver of the right to exercise the same at any time.

III. ADEQUATE INSURANCE

The Applicant further agrees to maintain policies of sufficient fire, hazard and flood insurance (where required) on the Applicant's Residence which will adequately cover and secure the Property and its contents in the minimum amount of \$35,000 or its fair market value, whichever is higher. The Applicant agrees to have the City of Las Vegas, State of Nevada listed as an additional insured on the policy and to provide the CITY OF LAS VEGAS a Certificate of Insurance which conforms with this provision. Applicant agrees to provide to the City at least ten (10) days written notice of cancellation of any insurance, any material change in insurance coverage or an impending lapse of such coverage. Applicant shall annually adjust the amount of insurance required to be maintained by this Article III.

IV. COMPLIANCE WITH LOCAL CODES

The Applicant also agrees to maintain the Applicant's Residence in accordance with all building, fire, health and other applicable codes during the term of the Agreement.

V. DEED RESTRICTIONS

The Applicant further agrees and understands that the CITY requires that the Property assisted with CDBG/HOME/15% Set-Aside funds remain affordable to families at 80% or below Area Median Income for the stated term of compliance. Applicant agrees to execute the Deed of Trust of even date herewith in favor of City of Las Vegas, State of Nevada (the form of Deed of Trust which is attached hereto as Exhibit "A") and to comply with and/or acknowledge the following deed restrictions:

- (1) The term of compliance expires August 31, 2009.
- (2) The Property must be used as the Applicant's principal residence.
- (3) No temporary subleases of Applicant's Residence are allowed;
- (4) In the event of foreclosure, all deed restrictions contained herein in this Article V and in the Deed of Trust will terminate.
- (5) In the event the Applicant sells prior to completion of the affordability period ending August 31, 2009, the Applicant's Residence must be sold to only a CDBG/HOME/15% Set-Aside-eligible buyer.

VI. ATTORNEY'S FEES AND COURT COSTS

The Applicant agrees that upon any breach of terms, as specified in Article II, III, IV or V of this Agreement or Deed of Trust, the Applicant shall pay for any and all legal costs, including attorney's fees and court costs incurred by the CITY in the recovery or collection of the deferred loan amount due pursuant to this Agreement.

VII. SECURITY

The Applicant agrees that the deferred loan granted herein shall be secured by the Deed of Trust executed by the Applicant, and recorded in the Office of the County Recorder of Clark County, State of Nevada.

The CITY acknowledges that the Property is or will be encumbered by one Deed of Trust (the "First Deed of Trust") created by Applicant to provide partial purchase money financing for Applicant's acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of Deed of Trust. The CITY OF LAS VEGAS acknowledges and agrees that this Agreement and all rights of the City hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the beneficiary and trustee under the First Deed of Trust. The beneficiary under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Agreement. This Agreement will not be subject or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

EXHIBIT "A"

APN: 139-27-110-142

WHEN RECORDED MAIL TO:

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

MAIL TAX BILL TO:

Nelson A. Martinez
618 Van Buren
Las Vegas, Nevada 89106

DEED OF TRUST

(DEVELOPMENT SUBSIDY DEFERRED PAYMENT LOAN)

THIS DEED OF TRUST, made this _____ day of _____, 2006, between Nelson A. Martinez, herein called TRUSTOR, whose address is 618 Van Buren, Las Vegas, Nevada 89106; and CITY OF LAS VEGAS, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE AND BENEFICIARY.

WITNESSETH, that TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE, that property located in the City of Las Vegas, Clark County, State of Nevada described as:

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF, and commonly known as 618 Van Buren, Las Vegas, Nevada 89106 ("Property").

TOGETHER WITH all appurtenances in which TRUSTOR has any interests including water rights benefiting said realty, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the TRUSTEE shall collect the same by any lawful means in the name of the BENEFICIARY.

FOR THE PURPOSE OF SECURING (1) performance of the Loan Agreement executed by TRUSTOR on the ____ day of _____, 2006 ("Development Subsidy Deferred Loan Agreement") and incorporated by reference herein.

TO PROTECT THE SECURITY OF THE DEED OF TRUST, TRUSTOR AGREES:

By the execution of this Deed of Trust that those provisions included in the Development Subsidy Deferred Loan Agreement are hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the TRUSTOR or his successors will observe and perform said provisions; and that the references to Property, obligations and parties in said provisions shall be construed to refer to the Property obligations and parties set forth in this Deed of Trust.

The CITY OF LAS VEGAS acknowledges that the Property is or will be encumbered by one Deed of Trust (the "First Deed of Trust") created by TRUSTOR to provide partial purchase money financing for TRUSTOR'S acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. TRUSTEE acknowledges and agrees that this Deed of Trust and all rights of TRUSTEE hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under the First Deed of Trust. The BENEFICIARY under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Deed of Trust. This Deed of Trust will not be subject to or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

FURTHER, if the Senior Lien Holder as set forth in the First Deed of Trust acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Deed of Trust shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee has been given written notice of default under the First Deed of Trust, and (ii) the Trustee shall not have cured the default under the First Deed of Trust or diligently pursued curing the default as determined by the Senior Lien Holder, within the 90-day period provided in such notice sent to the TRUSTEE.

THE TRUSTOR AGREES TO COMPLY WITH THE FOLLOWING RESTRICTIONS:

1. The term of compliance shall expire August 31, 2009.
2. The Property shall be used as Applicant's principle residence;
3. No temporary subleases of the Property are allowed;
4. In the event the homebuyer sells the subject property prior to completion of Affordability Period on August 31, 2009, the Property must be sold to only CDBG/HOME/15% Set-Aside-eligible buyers.
5. All deed restrictions contained herein are canceled in the event of foreclosure.

The following Covenants Nos. 1, 2 (\$35,000), 3, 4 (6%), 5, 6, 7 (10%), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

THE UNDERSIGNED TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth:

Nelson A. Martinez, Trustor

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 2006, before me, personally appeared Nelson A. Martinez, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 2006.

NOTARY PUBLIC in and for said
County and State

EXHIBIT "B"
LEGAL DESCRIPTION

Assessor's Parcel Number (APN): 139-27-110-142

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA,
COUNTY OF CLARK AND IS DESCRIBED AS FOLLOWS:

Lot TWO (2) in Block TWENTY-THREE (23) of H.F.M. & M. ADDITION TO THE CITY
OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 47, in the office
of the County Record of Clark County, Nevada.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☒ Consent ☐ Discussion

SUBJECT:

Approval of an Interlocal Agreement between Clark County and the cities of Las Vegas, Henderson and North Las Vegas for joint funding of a Jobs-Housing Balance Analysis to be prepared by Restrepo Consulting Group, LLC (\$23,750 – Redevelopment Agency) - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$23,750

Funding Source: Redevelopment Agency

Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:

In March 2006, the Southern Nevada Regional Planning Coalition Workforce Subcommittee agreed to issue a Request For Proposal to perform an analysis of Southern Nevada's current job-housing balance and future trends. The city of North Las Vegas is the lead coordinator for the cities and county on this study. Restrepo Consulting Group, LLC, proposal was selected to perform the Jobs-Housing Balance Analysis for a total of \$95,000. The consultant is to be paid equally by the four participating jurisdictions in the amount of \$23,750 each.

RECOMMENDATION:

Staff recommends that the City Council approve the Interlocal Agreement with Clark County and the cities of Henderson and North Las Vegas for the Jobs-Housing Balance Analysis and authorize the Mayor to execute the agreement approved by the City Attorney.

BACKUP DOCUMENTATION:

Interlocal Agreement

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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

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

**INTERLOCAL AGREEMENT
FOR SHARED FUNDING OF
THE JOBS-HOUSING BALANCE ANALYSIS**

This Interlocal Agreement for Shared Funding of the Jobs-Housing Balance Analysis (the "Interlocal Agreement") is made and entered into this 2nd day, of May 2007, by and between the County of Clark (the "County"), the City of North Las Vegas, the City of Henderson, and the City of Las Vegas (together with the County, hereinafter collectively referred to as the "Cities and County").

WITNESSETH:

WHEREAS, the Cities and the County executed an Interlocal Agreement for the formation of the Southern Nevada Regional Planning Coalition (the "SNRPC") dated January 27, 2000, which was formed in recognition of the need for collaboration to address the challenges facing Southern Nevada;

WHEREAS, the SNRPC has approved the formation of the SNRPC Workforce Housing Subcommittee to work with the participating entities to develop affordable and attainable housing in Southern Nevada (hereinafter referred to as (the "Subcommittee");

WHEREAS, the Subcommittee recommended that a management study committee assist the City of North Las Vegas with the following: (i) developing an interlocal agreement to fund a Jobs-Housing Balance Analysis that would provide for the equal sharing of the cost among the Cities and the County; (ii) preparing the prerequisite Request for Proposal for consultant services; (iii) evaluating the submitted responses; (iv) recommending the consultant selection; and (v) advising in the execution of the study that will consider the following: (x) where job growth is occurring, (y) whether or not sufficient workforce housing is being developed to accommodate the workers, and (z) providing workable strategies to promote regional jobs-housing balance within the Cities and the County, and throughout the Southern Nevada region; and

WHEREAS, the parties to this Interlocal Agreement are political subdivisions of this State of Nevada and are authorized to enter into an agreement for the activities contemplated by the Subcommittee in accordance with NRS 277.180, which provides that two or more political agencies of the State of Nevada may enter into interlocal agreements for the performance of any governmental service, activity or undertaking which any of the public subdivisions are authorized by law to perform.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Interlocal Agreement and for other good and valuable consideration, the receipt and sufficiency the parties hereby acknowledge, all of the parties have mutually agreed upon the following:

SECTION I: JOBS-HOUSING BALANCE ANALYSIS

1.1 The Cities and County recognize the continuing and immediate need to provide housing opportunities and services that are accessible, safe, affordable and livable for individuals and families working in Southern Nevada, and agree to equally commit funds to complete a Jobs-Housing Balance Analysis (the "Balance Analysis").

1.2 The Cities and the County acknowledge that the Balance Analysis is necessary to provide workable strategies to promote regional jobs-housing balance within the Cities and the County, and throughout the Southern Nevada region.

1.3 The Cities and the County agree that the Balance Analysis will study the issues as suggested by the Subcommittee, including, without limitation: (i) the analysis of housing, employment and transportation data, by jurisdiction; (ii) the identification of jobs-housing imbalances and any implications of those jobs-housing imbalances; and (iii) the determination of an appropriate jobs-housing standard and target range for Southern Nevada.

1.4 The Cities and the County agree that the initial project specifications and scope of work for the Balance Analysis is found in the attached Exhibit "A", the terms of which are hereby incorporated by reference.

SECTION II: REQUEST FOR PROPOSAL AND SELECTION OF FIRM TO COMPLETE THE JOBS-HOUSING BALANCE ANALYSIS

2.1 The Cities and the County acknowledge that SNRPS appointed the City of North Las Vegas as the lead agency for the management of the Balance Analysis and that in the event of a dispute, the City of North Las Vegas shall make the final determination, in its reasonable discretion.

2.2 In accordance with its duties as the lead agency for the Subcommittee, the City of North Las Vegas prepared and advertised a Request for Proposal for the Jobs-Housing Balance Analysis on March 5, 2007. The City of North Las Vegas forwarded all of the proposals to the Cities and the County for review and analysis.

2.3 After reviewing each of the proposals, the Cities and the County desire to award a contract to Restrepo Consulting Group, as the prime consultant, the Theodore Roosevelt Institute as a subconsultant, and Strategic Solutions, as a subconsultant (collectively referred to as the "Consultant Team") effective as of May 2, 2007 for the aggregate amount of Ninety-Five Thousand Dollars (\$95,000) on such terms and conditions as approved by the City of North Las Vegas.

SECTION III: COMPENSATION AND TERMS OF PAYMENT

3.1 The cost of the Balance Analysis will be equally shared among the Cities and the County. The Cities and the County agree to reimburse the City of North Las Vegas for their share of costs and expenses related to the Balance Analysis.

3.2 According to the terms of its agreement with the City of North Las Vegas, the Consultant Team shall prepare a detailed written invoice each month indicating the services completed during the previous 30-day invoice period. The City of North Las Vegas will verify that each invoice is complete and correct.

3.3 The City of North Las Vegas will submit a monthly written invoice to each of the Cities and the County for its *pro rata* share of the costs expenses each month along with a copy of the Consultant Team's invoice. The Cities and County will remit payment to the City of North Las Vegas within thirty (30) days of its receipt of the monthly invoice, to be remitted to the City of North Las Vegas, Finance Department, 2200 Civic Center Drive, North Las Vegas, Nevada 89030.

SECTION IV: MISCELLANEOUS PROVISIONS

4.1 The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law.

4.2 All parties shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled or prepared in connection with the performance of this Interlocal Agreement.

4.3 Amendments to this Interlocal Agreement may be made only upon mutual consent in writing by all of the parties. No amendments or modifications of this Interlocal Agreement shall be deemed effective, unless or until, it is executed in writing by all the parties hereto, with the same formality attending execution of this Interlocal Agreement.

4.4 This Interlocal Agreement is entered into for the exclusive benefits of the undersigned parties and is not intended to benefit any individual or entity not expressly named a party hereto.

4.5 The headings of articles and sections contained in this Interlocal Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Interlocal Agreement.

4.6 The failure to enforce or the delay in enforcement of any provision of this Interlocal Agreement by a party hereto or the failure of a party to exercise any right hereunder shall in no way be construed to be a waiver of such provision or right (or of any other provision or right) unless such party expressly waives such provision or right in writing.

4.7 This executed Interlocal Agreement contains the entire agreement among the Cities and County relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Interlocal Agreement not expressly set forth in this Interlocal Agreement are of no force or effect.

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

Attest:

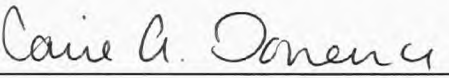
City of North Las Vegas, Nevada

By: 
Karen L. Storms, CMC, City Clerk

By: 
Michael L. Montandon, Mayor

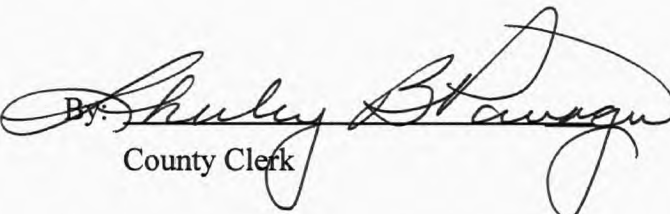
Approved as to form:

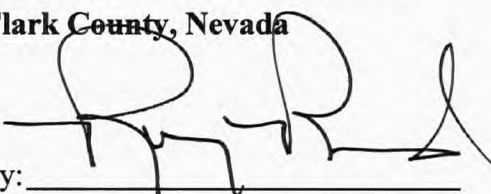
Carie A. Torrence, City Attorney


By: Bethany Rudd Sanchez, Deputy City Attorney

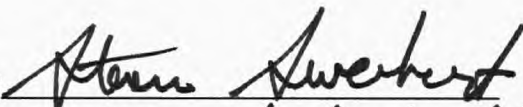
Attest:

**Board of County Commissioners
Clark County, Nevada**

By: 
County Clerk

By: 
Rory Reid, Chairman

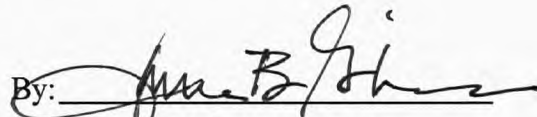
Approved as to form:

By: 
Clark County District Attorney

Attest:

City of Henderson, Nevada

By: 
Monica M. Simmons, City Clerk

By: 
James B. Gibson, Mayor

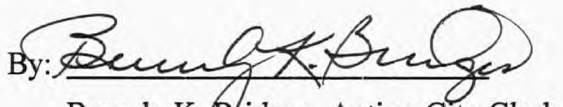
Approved as to form:

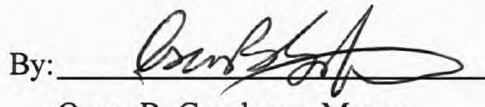
 Shauna Hughes, City Attorney

By: 

Attest:

City of Las Vegas, Nevada

By: 
Beverly K. Bridges, Acting City Clerk

By: 
Oscar B. Goodman, Mayor

Approved as to form:

Bradford Jerbic, City Attorney

Date of Las Vegas City Council

Approval: 5/16/07

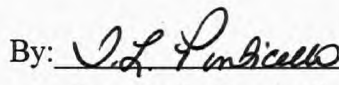
By:  5/23/07
Teresita L. Ponticello, Deputy City Attorney

EXHIBIT "A"
SCOPE OF WORK

PURPOSE

The purpose of the Southern Nevada Jobs-Housing Balance Analysis is to provide an analysis of Southern Nevada's current regional jobs-housing balance and projected jobs-housing balance to 2015. Additionally, the objective is to examine the related jobs-housing balance issues as well as provide workable strategies to promote regional jobs-housing balance within each jurisdiction and the Southern Nevada region.

The Scope of Services required for the Study include, but are not be limited to, the following:

1. JOBS-HOUSING MEASUREMENT

Determine the appropriate jobs-housing measurement and provide the rational for the measurement selected.

2. DATA COLLECTION AND ANALYSIS

Housing, employment, and transportation data are to be collected for each jurisdiction in Southern Nevada and reported to each jurisdiction.

Housing data to be included:

- Housing stock by type, tenure, and price range which includes affordable home price ranges (map price ranges for each jurisdiction);
- Projected housing stock growth by type, tenure and price range which includes affordable home price ranges, 2005 – 2015;
- Public housing information to include:
 - Number of public housing units by type (i.e., senior, multi-family, 811, 202);
 - Number and location of Section 8 vouchers;
 - Public investment (in dollars) in low-income housing (i.e., senior, multi-family, bonds, LIHTC, tax increment financing, 811, 202, etc.);
- Availability of BLM parcels and associated costs;
- Ratio of investor owned to owner occupied residences by housing type.

Employment data to be included:

- Employment estimations and projections for 2005 – 2015 by income and industry sector indicating the percentage of the total for each sector. Also map income ranges and total jobs by census tract;

- Identify and map employment regions and provide number of industry sector jobs; provide industry sector projections to 2015;
- Identify salary range categories for each employment region and provide salary range projections to 2015;
- Identify employee assisted housing within industry clusters and employment regions;
- Survey the top 10% of employers that employ the greatest number of employees to determine workforce-housing needs.

Transportation data to be included:

- Vehicle miles traveled associated with travel to work, 2005 – 2015;
- Vehicle hours traveled associated with travel to work, 2005 – 2015;
- Vehicle trips associated with travel to work, 2005 – 2015.

Analysis is to include:

- Geographic (jurisdictional) location of jobs-housing imbalances to include these four types:

<u>Imbalance</u>	<u>Jobs</u>	<u>Housing Units</u>
1.	Lots of low wage jobs	Not enough affordable housing
2.	Lots of high-wage jobs	Not enough high-end housing
3.	Not enough corresponding employment	Too much low end housing
4.	Not enough corresponding employment	Too much high-end housing

- Implications of any jobs-housing imbalances;
- Identification of issues resulting from the jurisdictional and regional imbalances;
- Determine the impact of jobs-housing balance on affordable housing;
- Determine an appropriate jobs-housing standard and target range for Southern Nevada;
- Determine the amount of land necessary to house the projected future population;
- Comparison of current employment to residential land use patterns versus the land use patterns of vacant land that is planned for employment to residential land uses;
- Evaluate the land-use, housing and economic development plans for each jurisdiction to determine if they promote or hinder jobs-housing balance;

- Survey the relationship between jobs-housing balance, vehicle trips, VHT, and VMT in Southern Nevada;
- Determine the costs related to commute times including public transportation commute times;
- Analyze costs of providing transportation from and to exurbs such as Pahrump, Mesquite, and Coyote Springs;
- Explore potential benefits to jobs-housing balance;
- Compare projected housing price ranges (note affordable range) to future salary ranges by employment sector.

2. STRATEGIES

Important to this study are strategies and mechanisms that each jurisdiction, and the entire Southern Nevada region, can consider to achieve a jobs-housing balance.

Strategy areas to consider are:

- Regional and jurisdictional strategies for the housing, employment, and transportation sides of the issue;
- Strategies to promote Inter-jurisdictional communication and collaboration on jobs-housing balance;
- Integration of regional thinking into job creation and economic development;
- Provision of housing for specific price points that relate to targeted industry clusters identified in the Southern Nevada Regional Economic Study;
- Public education and involvement;
- Implementation tactics for recommended strategies.

Project Deliverables

1. Provide 50 copies of the draft Southern Nevada Jobs-Housing Balance Study.
2. Present the draft Southern Nevada Jobs-Housing Balance Study to the SNRPC technical subcommittee and planning directors subcommittee.
3. Present the findings of the final Southern Nevada Jobs-Housing Balance Study to the North Las Vegas City Council.
4. Present the final Southern Nevada Jobs-Housing Study to the SNRPC Board.
5. Provide 100 copies of the final Southern Nevada Jobs-Housing Balance Study.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Encroachment Request from Olsson Associates on behalf of 2233 Paradise Road Associates, LLC, owner (northeast corner of Sahara Avenue and Paradise Road) - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This request is for landscaping at the northeast corner of Sahara Avenue and Paradise Road consisting of trees, shrubs, ground cover and an irrigation system for a proposed retail center tentatively named NEC Sahara/Paradise. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (northeast corner of Sahara Avenue and Paradise Road)

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

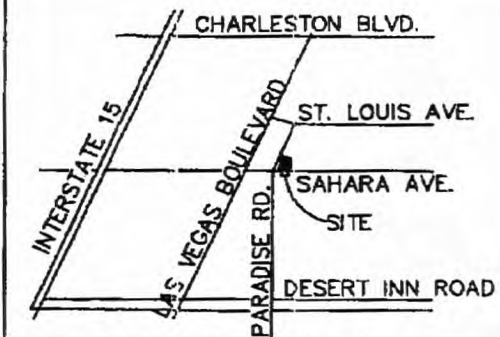
Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

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)

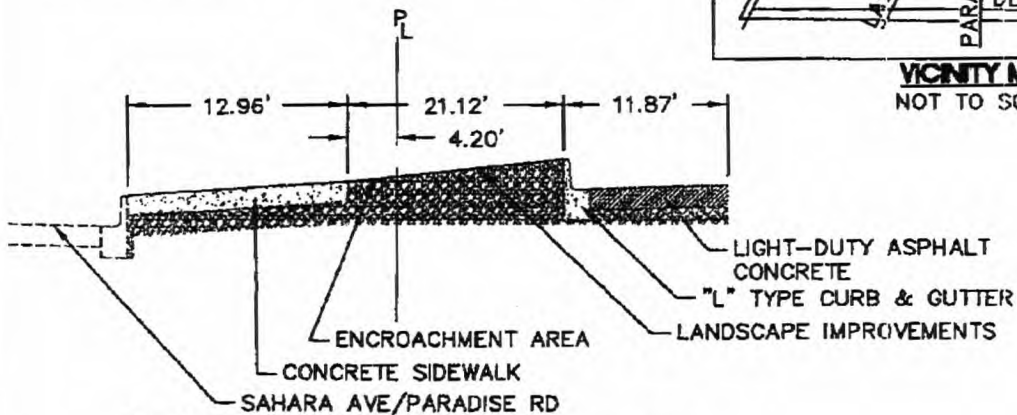
EXHIBIT "A"



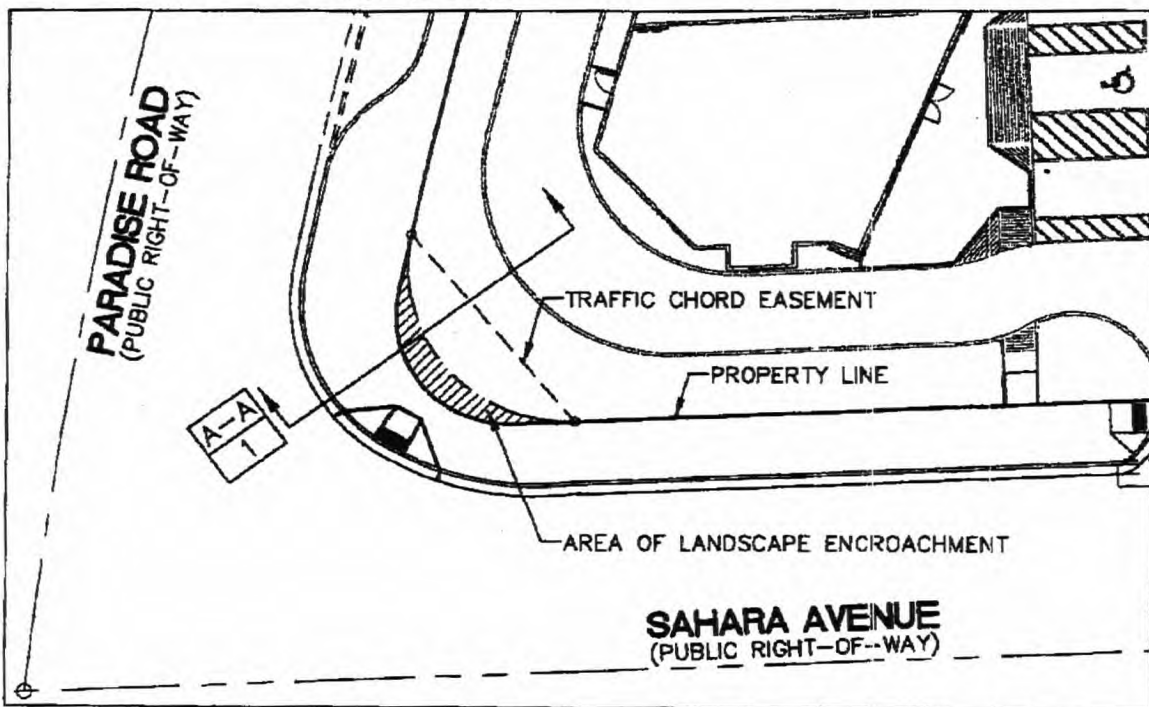
SCALE: NOT TO SCALE



VICINITY MAP
NOT TO SCALE



A-A
1
SOUTHWEST CORNER CROSS-SECTION
NOT TO SCALE



PROJECT NO: 2005-0370

DRAWN BY: JLF

DATE: 03/05/07

ENCROACHMENT EXHIBIT
PARADISE AND SAHARA
LANDSCAPE IMPROVEMENTS

OLSSON
ASSOCIATES

EXHIBIT

1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Encroachment Request from Peak Development on behalf of 6th Street Group, LLC, owner (6th Street between Bonneville Avenue and Garces Avenue) - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This request is for an approximate 7-foot wide area of landscaping on the west side of the sidewalk and an approximate 3-foot wide area of landscaping on the east side of the sidewalk located on the east side of 6th Street extending approximately 75-feet adjacent to the property line to meet Downtown Centennial Plan landscaping requirements for a project at 611 South 6th Street. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

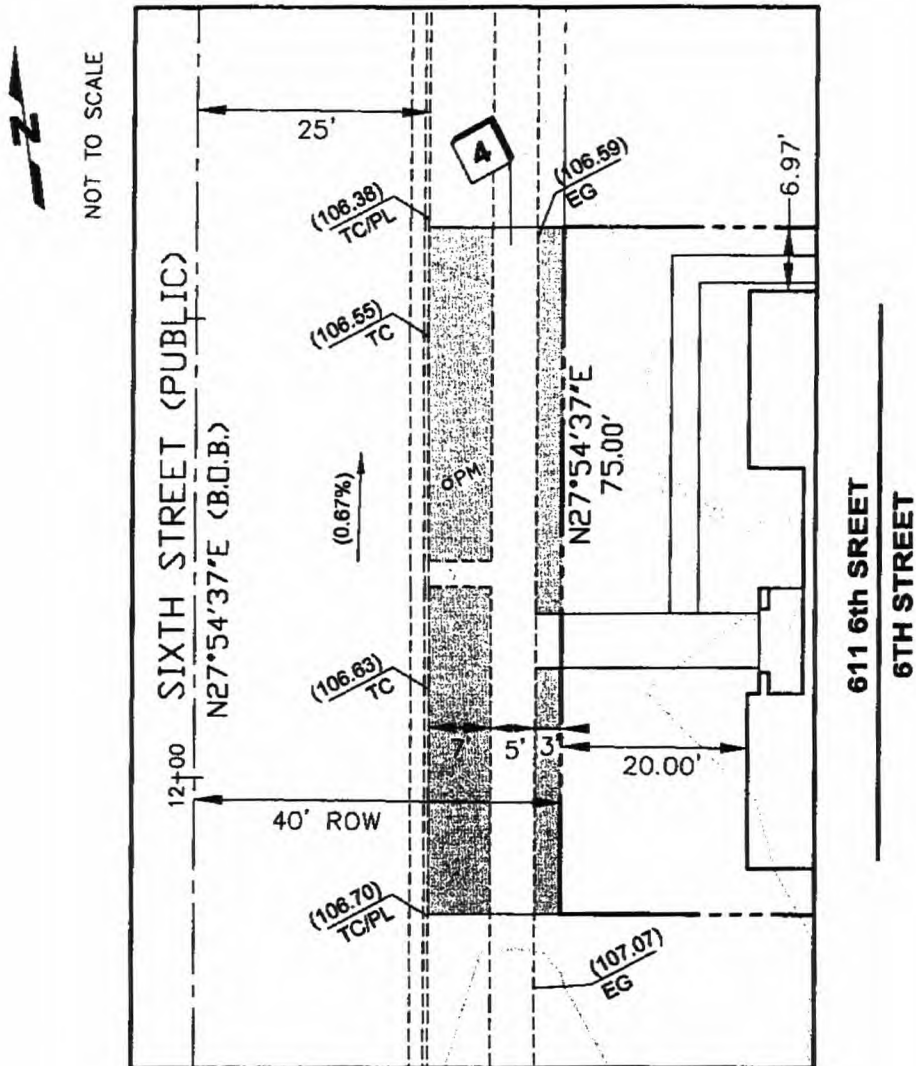
1. Copy of Encroachment Exhibit "A" (6th Street)
2. Copy of Encroachment Exhibit "B" (vicinity map and 6th Street typical section)

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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"



LEGEND

- PROPERTY LINE/ R/W
- CENTER LINE
-  AREA OF ENCROACHMENT (LANDSCAPE)

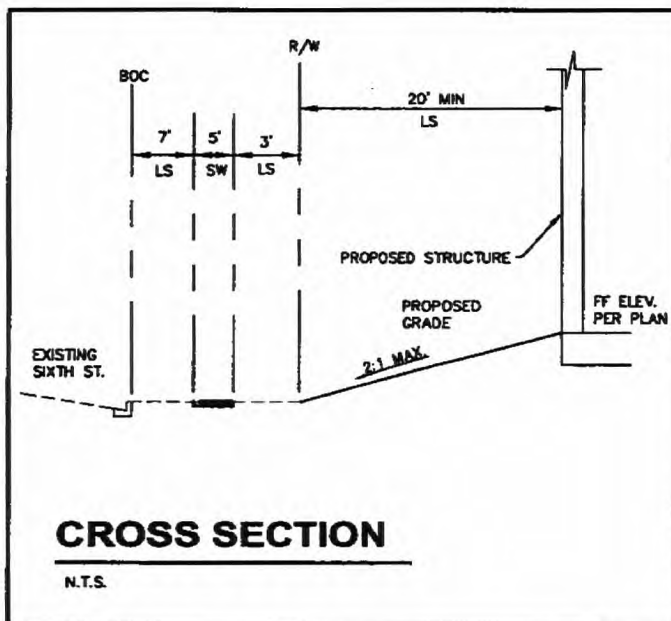
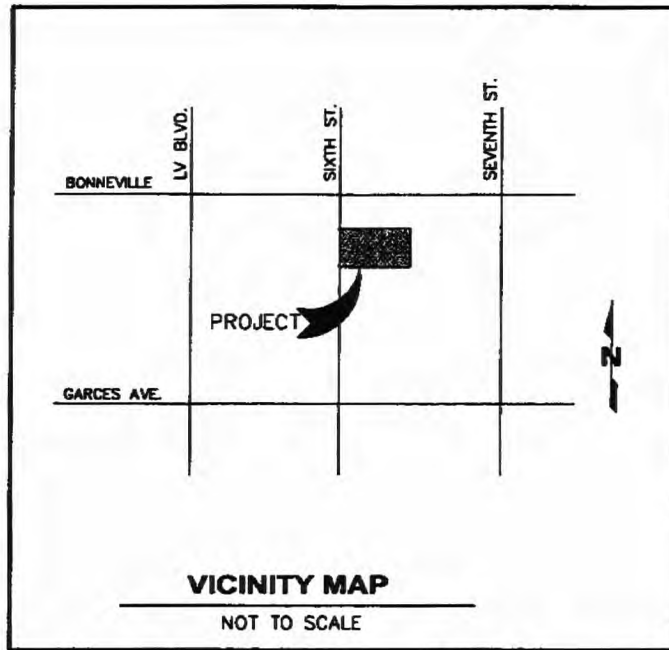
ENCROACHMENT EXHIBIT



PEAK DEVELOPMENT SERVICES

6402 McLEOD DRIVE
SUITE 2
LAS VEGAS, NV 89120
PHONE: 702-451-5700
FAX: 702-446-0469

EXHIBIT "B"



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Jose A. Meraz and Oralia Meraz, owners (west of Torrey Pines Drive, south of Buckaroo Avenue, APN 138-14-113-020) - County (near Ward 5 - Williams)

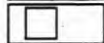
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This request is to connect a single family dwelling located at west of Torrey Pines Drive, south of Buckaroo Avenue. The owners propose to connect to the 10-inch sewer line located in Torrey Pines Drive. 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" and "Petition for Annexation."

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. 497

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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)

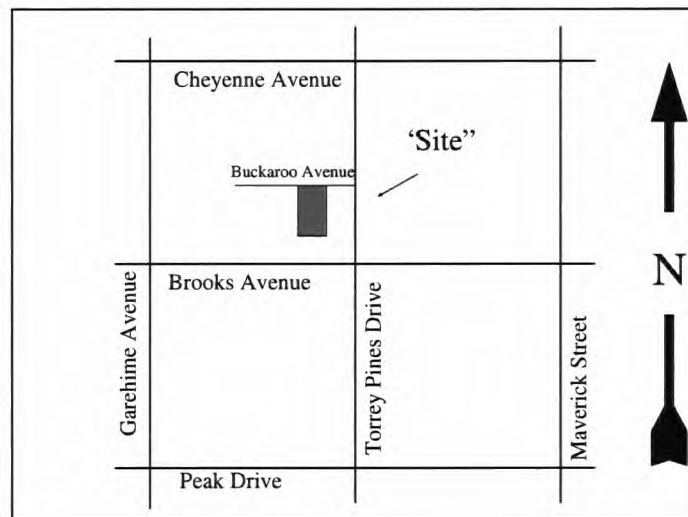
AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER AGREEMENT AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – JOSE A. MERAZ AND ORALIA MERAZ,
OWNERS (WEST OF TORREY PINES DRIVE, SOUTH OF BUCKAROO
AVENUE, APN 138-14-113-020)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 1st day of May, 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 JOSE A & ORALIA MERAZ, .46 acres – existing single family residence; Parcel No. 138-14-113-020 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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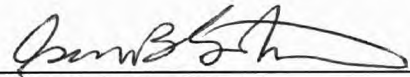
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

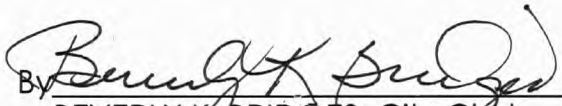
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
RICHARD MENDES, General Manager

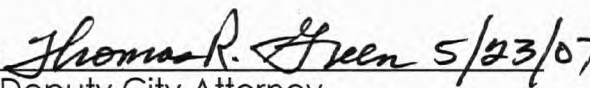
CITY OF LAS VEGAS

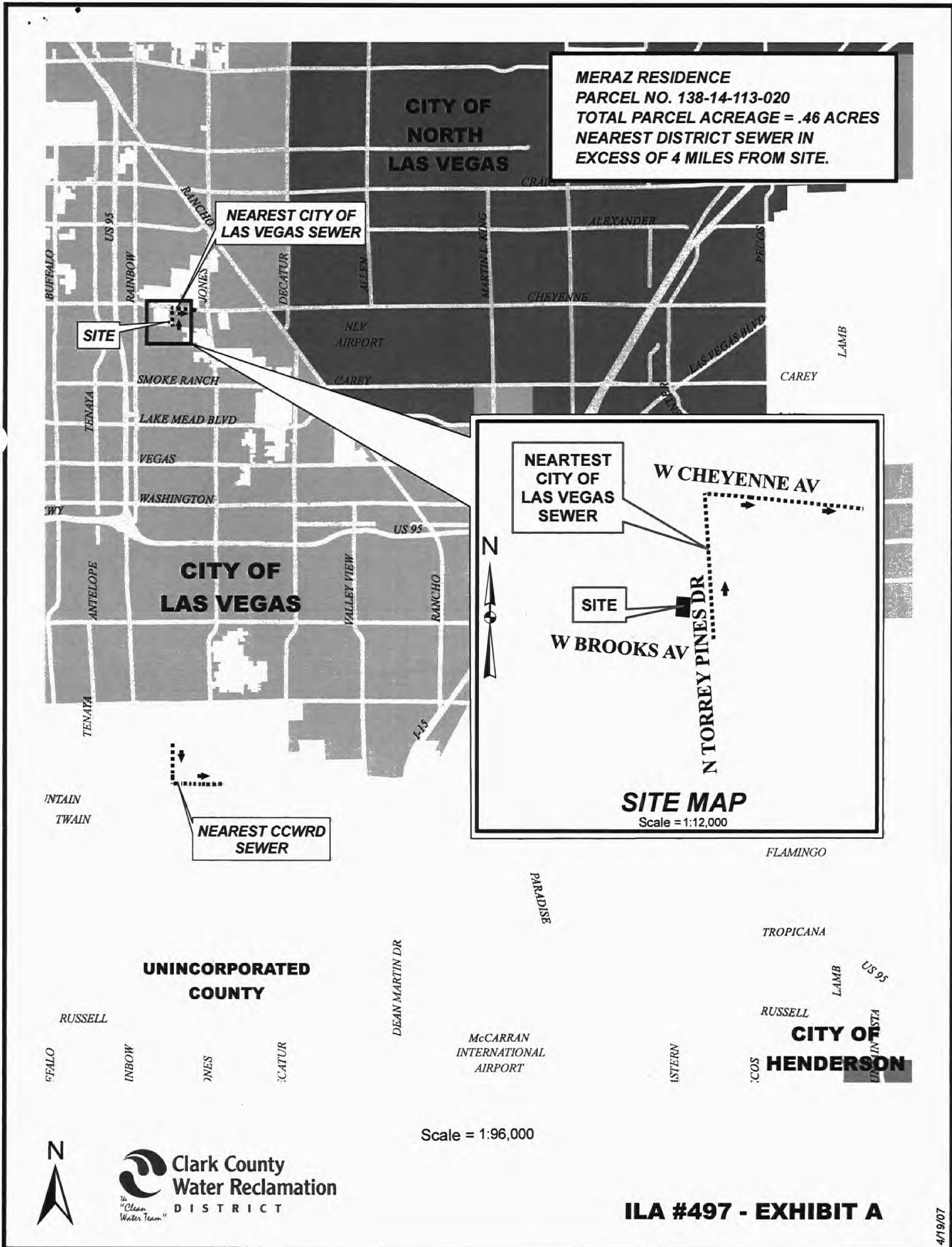
By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BEVERLY K. BRIDGES, City Clerk -Acting

APPROVED AS TO FORM:

By  5/23/07
Deputy City Attorney
Thomas R. Green



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Bruce Noble on behalf of LaTonya Powell, owner (south of Lake Mead Boulevard, west of Leonard Lane, APN 138-24-701-023) - County (near Ward 5 - Williams)

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 at south of Lake Mead Boulevard, west of Leonard Lane. The owner proposes to connect to the 10-inch sewer line located in Leonard 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" and "Petition for Annexation."

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. 492

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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)

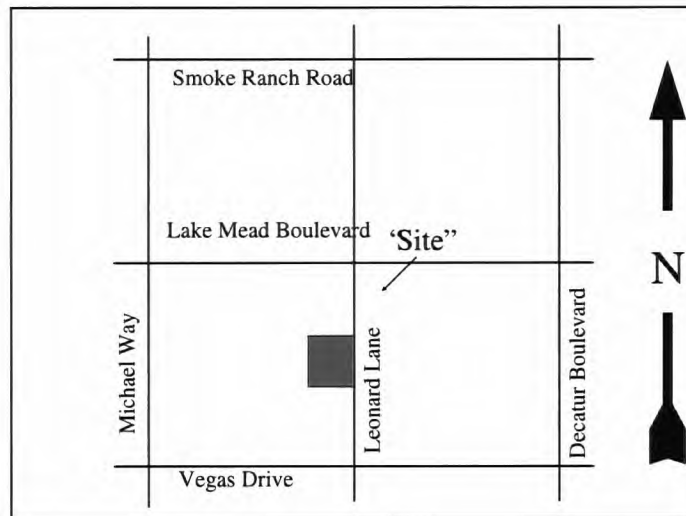
AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER AGREEMENT AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – BRUCE NOBLE ON BEHALF OF
LATONYA POWELL, OWNER (SOUTH OF LAKE MEAD BOULEVARD,
WEST OF LEONARD LANE, APN 138-24-701-023)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 10th day of April, 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 LA TONYA POWELL, .46 acres – vacant land; Parcel No. 138-24-701-023 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

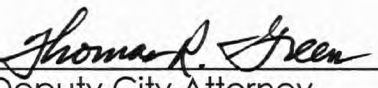
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BEVERLY K. BRIDGES, City Clerk - Acting

APPROVED AS TO FORM:

By  5/23/07
Deputy City Attorney
Thomas R. Green

LA TONYA POWELL RESIDENCE
PARCEL NO. 138-24-701-023
TOTAL PARCEL ACREAGE = .46 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 3 MILES FROM SITE.

**NEAREST CITY OF
 LAS VEGAS SEWER**

SITE

**NEAREST CCWRD
 SEWER**

**NEAREST
 CITY OF
 LAS VEGAS
 SEWER**

SITE

SITE MAP
 Scale = 1:12,000

Scale = 1:96,000



ILA #492 - EXHIBIT A

4/5/07

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (on the east and west sides of Conquistador Street, between Centennial Parkway and Regena Avenue, APNs 125-30-101-004 and -005) - 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 25 single family dwellings located on the east and west sides of Conquistador Street, between Centennial Parkway and Regena Avenue. The owner proposes to connect to the 10-inch sewer line located in Centennial Parkway or the 8-inch sewer line in Conquistador Street. 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. 489

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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)

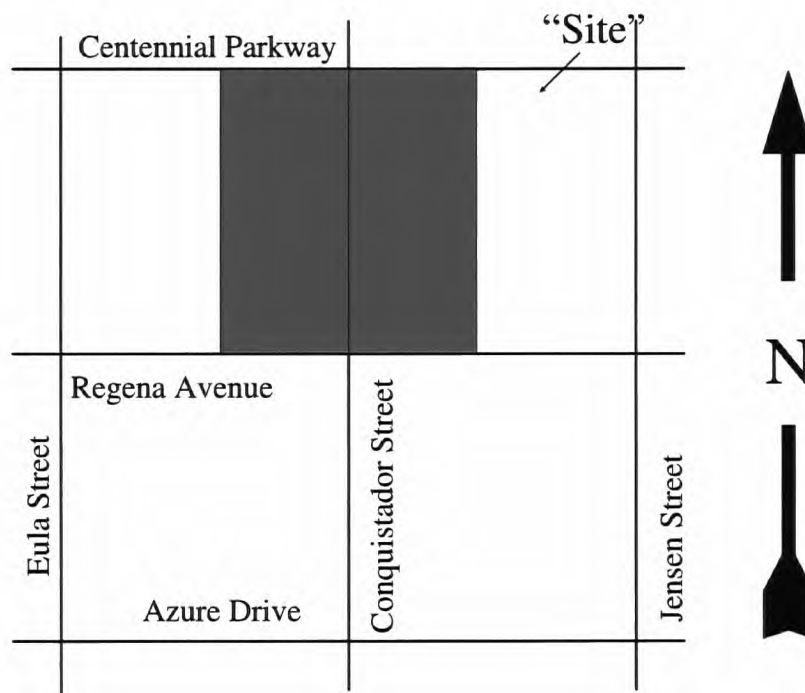
AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – CVL CONSULTANTS, INC., ON BEHALF OF REGENA-TEEPEE, LLC, OWNER, (ON THE EAST AND WEST SIDES OF CONQUISTADOR STREET, BETWEEN CENTENNIAL PARKWAY AND REGENA AVENUE, APNS 125-30-101-004 AND -005)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 10th day of April, 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 REGENA TEEPEE L L C, 10.00 acres – vacant land; Parcel Nos. 125-30-101-004 & 125-30-101-005 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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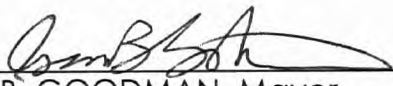
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By 
RICHARD MENDES, General Manager

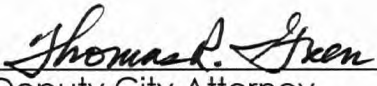
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BEVERLY K. BRIDGES, City Clerk - Acting

APPROVED AS TO FORM:

By  5/23/07
Deputy City Attorney
Thomas R. Green

CENTENNIAL / CONQUISTADOR
PARCEL NO. 125-30-101-004 & 125-30-101-005
TOTAL PARCEL ACREAGE = 10.0 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 8 MILES FROM SITE.

**NEAREST CITY OF
LAS VEGAS SEWER**

SITE

ANN

**CITY OF
NORTH
LAS VEGAS**

LONE MOUNTAIN

**UNINCORPORATED
COUNTY**

CRAIG

ALEXANDER

FORT APACHE

DURANGO

CHEYENNE

BUFFALO

RAINBOW

US 93

DEL WEBB

**CITY
OF
LAS VEGAS**

SMOKE

LAKE

VEGA

WASH

ANASAZI

HILLS CENTER

RAMPART

SUMMERLIN PKWY

ANTELOPE

CHARLESTON

SAHARA

TENAYA

**NEAREST CCWRD
SEWER**

TOWN CENTER

APACHE

VALLEY VIEW

RANCHO

U.S. 93

LAS VEGAS BLVD

MARYLAND PKWY

Scale = 1:96,000

SITE MAP

Scale = 1:24,000

**NEAREST
CITY OF
LAS VEGAS
SEWER**

SITE

W CENTENNIAL PKWY

W REGENA AV

W AZURE DR

BRIGHT ANGEL WY

W TROPICAL PKWY

N HUALAPAI WY

N EULA ST

N CONQUISTADOR ST

N JENSEN ST

N GRAND CANYON DR



**Clark County
Water Reclamation
DISTRICT**

ILA #489 - EXHIBIT A

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (southeast corner of Centennial Parkway and Marla Street, APNs 126-25-101-003 and -004) - County (near Ward 6 - Ross)

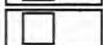
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This request is to connect 31 single family dwellings located at the southeast corner of Centennial Parkway and Marla Street. The owner proposes to connect to the 8-inch sewer line located in Centennial Parkway or Launch Pad Street. 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. 490

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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)

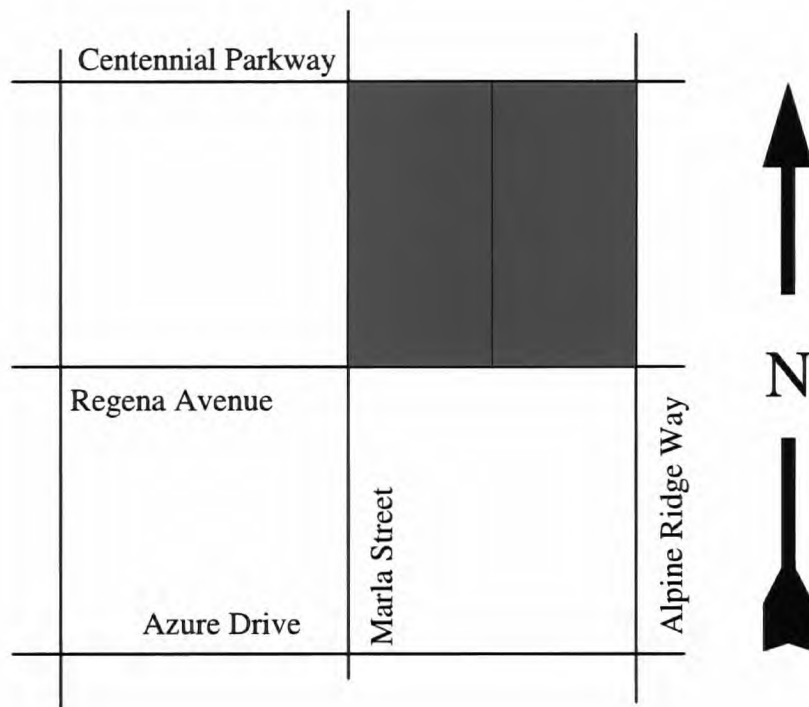
AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – CVL CONSULTANTS, INC. ON BEHALF OF REGENA-TEEPEE, LLC, OWNER, (SOUTHEAST CORNER OF CENTENNIAL PARKWAY AND MARLA STREET, APN 126-25-101-003 AND -004)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 10th day of April, 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 REGENA TEEPEE L L C, 10.00 acres – vacant land; Parcel Nos. 126-25-101-003 & 126-25-101-004 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

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

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

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

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

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

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

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

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

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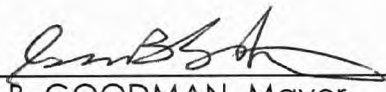
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By 
RICHARD MENDES, General Manager

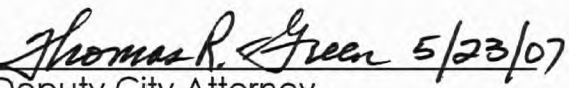
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BEVERLY K. BRIDGES, City Clerk - Acting

APPROVED AS TO FORM:

By  5/23/07
Deputy City Attorney
Thomas R. Green

CENTENNIAL / ALPINE RIDGE
PARCEL NO. 126-25-101-003 & 126-25-101-004
TOTAL PARCEL ACREAGE = 9.98 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 8 MILES FROM SITE.

**NEAREST CITY OF
LAS VEGAS SEWER**

SITE

**CITY OF
NORTH
LAS VEGAS**

**UNINCORPORATED
COUNTY**

**CITY
OF
LAS VEGAS**

**NEAREST
CITY OF
LAS VEGAS
SEWER**

SITE

SITE MAP

Scale = 1:24,000

**NEAREST CCWRD
SEWER**

Scale = 1:96,000



**Clark County
Water Reclamation
DISTRICT**
"Clean Water Team"

ILA #490 - EXHIBIT A

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (between Centennial Parkway and Regena Avenue, east of Egan Crest Drive and west of Eula Street, APNs 126-25-501-007 thru -013, 125-30-101-001 and -002) - 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 84 single family dwellings located between Centennial Parkway and Regena Avenue, east of Egan Crest Drive and west of Eula Street. The owner proposes to connect to the 8-inch sewer line located in Centennial Parkway or the 10-inch sewer line east of Hualapai Way. 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. 491

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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 16, 2007

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – CVL CONSULTANTS, INC., ON BEHALF OF REGENA-TEEPEE, LLC, OWNER, (BETWEEN CENTENNIAL PARKWAY AND REGENA AVENUE, EAST OF EGAN CREST DRIVE AND WEST OF EULA STREET, APNS 126-25-501-007 THRU -013, 125-30-101-001 AND -002)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 10th day of April, 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 REGENA TEEPEE L L C, 29.61 acres – vacant land; Parcel Nos. 126-25-501-007 thru 013, 125-30-101-001, 002 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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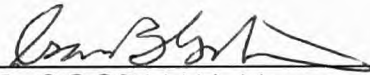
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By 
RICHARD MENDES, General Manager

CITY OF LAS VEGAS

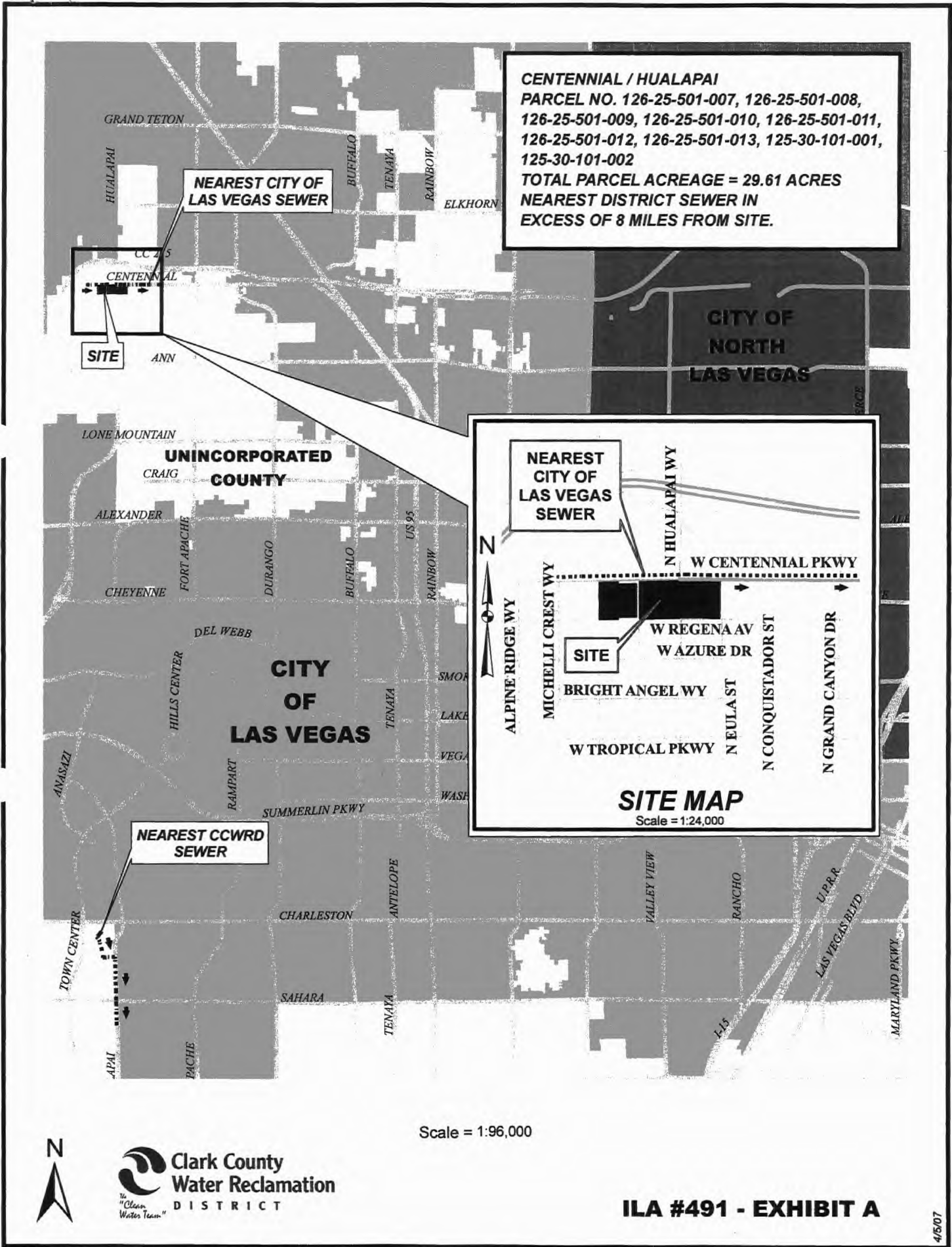
By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BEVERLY K. BRIDGES, City Clerk - Acting

APPROVED AS TO FORM:

By  5/23/07
Deputy City Attorney
Thomas R. Green



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (generally bounded between Centennial Parkway, Bright Angel Way, Park Street and Chieftain Street, APNs 125-30-502-007, -012, -013 and 125-30-601-007) - 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 35 single family dwellings, generally bounded between Centennial Parkway, Bright Angel Way, Park Street and Chieftain Street. The owner proposes to connect to the 8-inch sewer line located in Bright Angel Way or 10-inch sewer line in Centennial Parkway. 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. 493

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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)

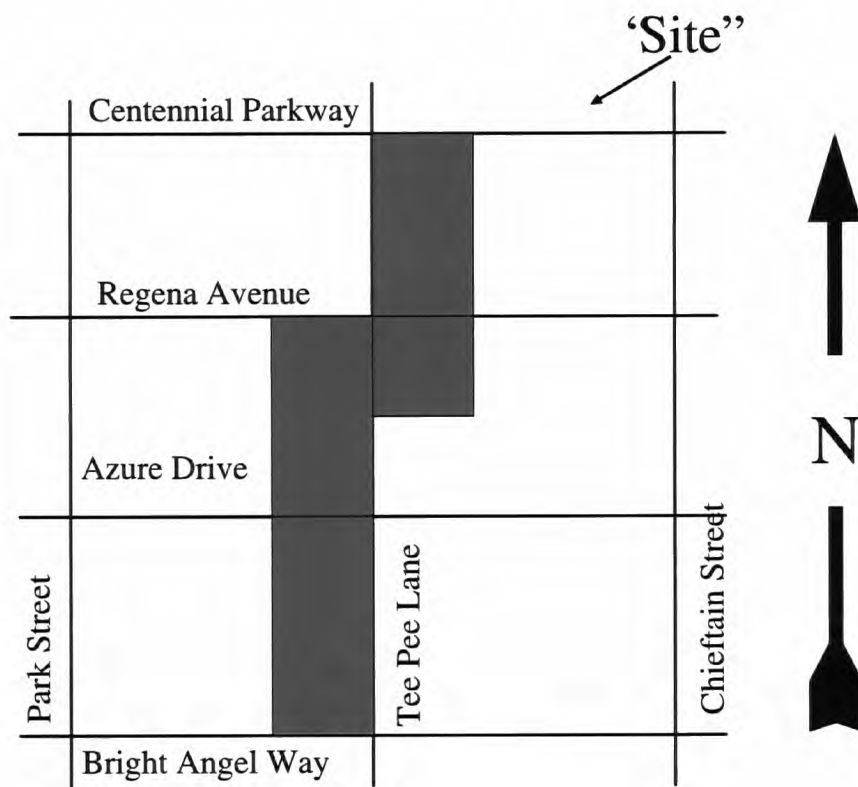
AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – CVL CONSULTANTS, INC., ON BEHALF OF REGENA-TEEPEE, LLC, OWNER, (GENERALLY BOUNDED BETWEEN CENTENNIAL PARKWAY, BRIGHT ANGEL WAY, PARK STREET, AND CHIEFTAIN STREET, APNS 125-30-502-007, -012, -013 AND 125-30-601-007)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 10th day of April, 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 REGENA TEEPEE L L C, 17.24 acres – vacant land; Parcel Nos. 125-30-502-007, 125-30-502-012, 125-30-502-013, & 125-30-601-007 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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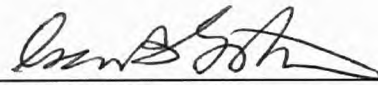
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

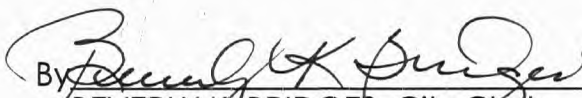
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
RICHARD MENDES, General Manager

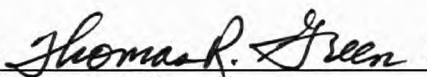
CITY OF LAS VEGAS

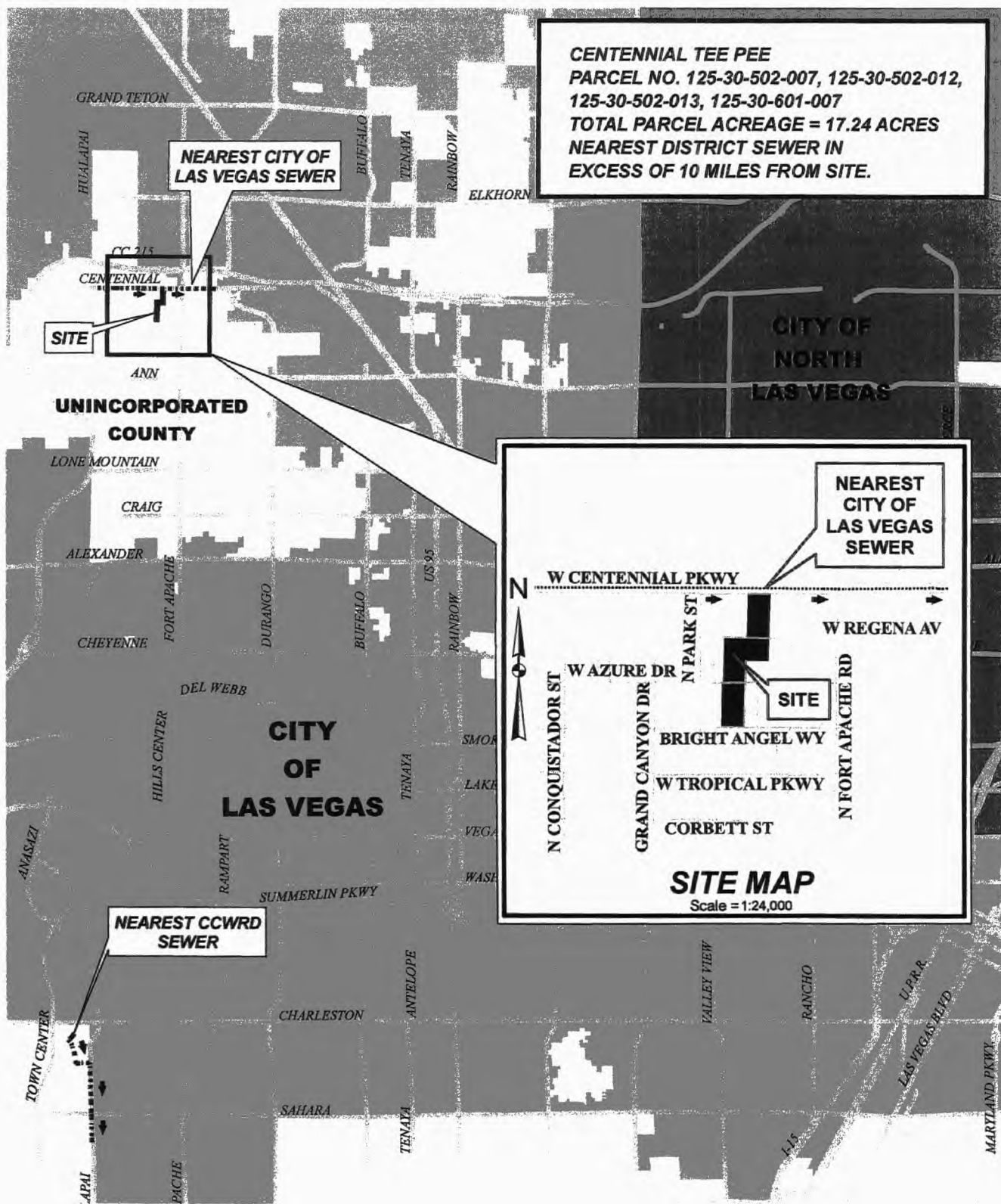
By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BEVERLY K. BRIDGES, City Clerk - Acting

APPROVED AS TO FORM:

By  5/23/07
Deputy City Attorney
Thomas R. Green



Clark County
Water Reclamation
 DISTRICT

ILA #493 - EXHIBIT A

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman and Turner, Inc., on behalf of Horace G. Smith Jr. and Mildred R. Smith, owners (west of El Capitan Way, north of Hammer Lane, APN 125-32-102-032) - 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 a single family dwelling located west of El Capitan Way, north of Hammer Lane. The owners propose to connect to the 8-inch sewer line located in Hammer Lane or the 8-inch sewer line in El Capitan Way. 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. 496

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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)

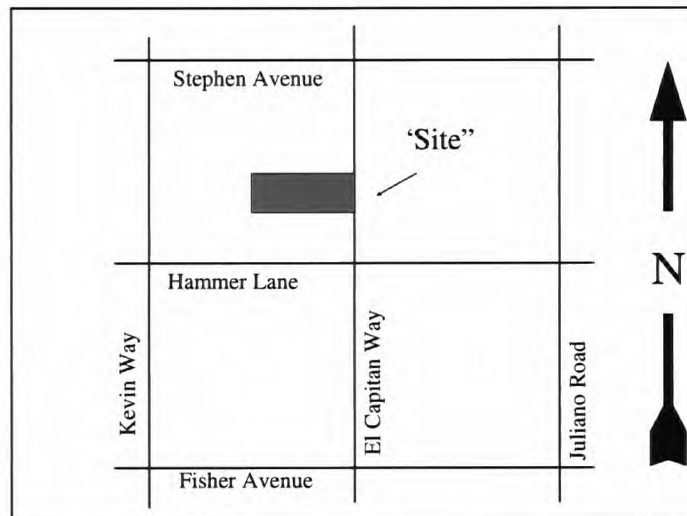
AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER AGREEMENT AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – BAUGHMAN AND TURNER, INC., ON
BEHALF OF HORACE G. SMITH, JR. AND MILDRED R. SMITH,
OWNERS (WEST OF EL CAPITAN WAY, NORTH OF HAMMER LANE,
APN 125-32-102-032)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 10th day of April, 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 HORACE G. JR. & MILDRED R. SMITH, .99 acres – vacant land; Parcel No. 125-32-102-032 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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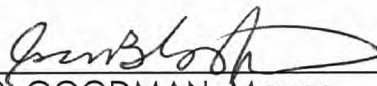
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By 
RICHARD MENDES, General Manager

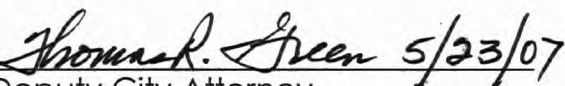
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BEVERLY K. BRIDGES, City Clerk - Acting

APPROVED AS TO FORM:

By  5/23/07
Deputy City Attorney
Thomas R. Green

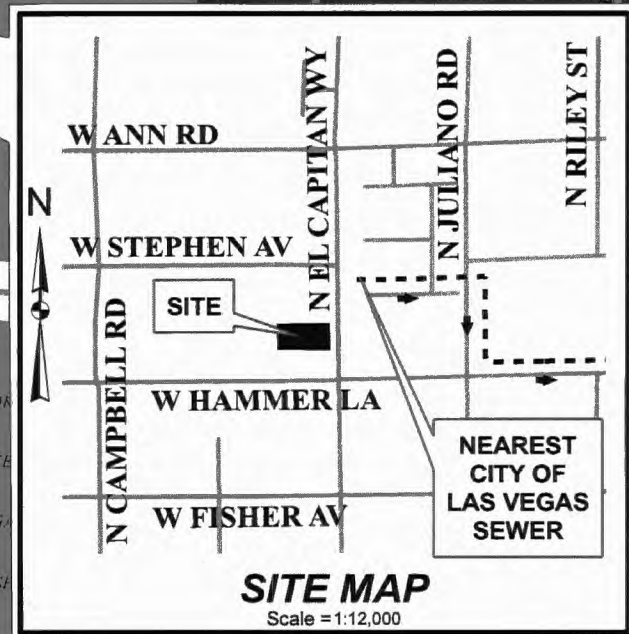
HORACE SMITH RESIDENCE
PARCEL NO. 125-32-102-032
TOTAL PARCEL ACREAGE = .99 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 7 MILES FROM SITE.

**NEAREST CITY OF
 LAS VEGAS SEWER**

**UNINCORPORATED
 COUNTY**

SITE

**CITY OF
 NORTH
 LAS VEGAS**



**NEAREST CCWRD
 SEWER**

Scale = 1:96,000



**Clark County
 Water Reclamation
 DISTRICT**
The "Clean Water Team"

ILA #496 - EXHIBIT A

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of Interlocal Agreement 112774 with the Las Vegas Valley Water District for water service to serve the Hoover Avenue and Casino Center Boulevard Streetscape Improvement project (\$33,208 - General Fund) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$33,208

Funding Source: General Fund

Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

This Agreement with the Las Vegas Valley Water District will provide for water services which will be used to landscape and irrigate a street beautification project generally located on Hoover Avenue, between Casino Center Boulevard and 3rd Street and on Casino Center Boulevard, north of California Street.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement 112774

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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

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

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
HOOVER AVE. AND CASINO CENTER BLVD. STREETScape IMPROVEMENTS**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the state of Nevada, whose address is 1001 S. Valley View Boulevard, Las Vegas, NV 89153, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in the development of a street beautification project, generally located on Hoover Avenue, between Casino Center Boulevard and 3rd Street and on Casino Center Boulevard, north of California Street, and desires to install irrigation services in the public right-of-way for said project; and

WHEREAS, the DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water facilities for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the water main(s), fire hydrants and laterals, service connections, backflow prevention assemblies, and appurtenances, from the main to the point where the water being delivered leaves the piping owned by the DISTRICT, hereinafter called "WATER FACILITIES," shown on that certain plan or plans entitled:

HOOVER AVE. AND CASINO CENTER BLVD. STREETScape IMPROVEMENTS
Street Plan and Profile

- B. That said WATER FACILITIES shall be constructed in the locations shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- C. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- D. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph A above.

- E. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- F. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- G. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- H. That all WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event any WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT's requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT's Service Rules.
- I. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.
- J. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- K. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- L. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- M. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- N. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

- O. The DISTRICT, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the DISTRICT, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to thereafter operate and maintain WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. That construction water may be provided through metered fire hydrants in accordance with the DISTRICT'S Service Rules.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That all WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.
- B. That construction water shall only be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- C. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- D. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- E. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- F. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- G. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.
- H. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

- I. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- J. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 200____.

APPROVED:


Thomas R. Green
City Attorney
(DEPUTY)

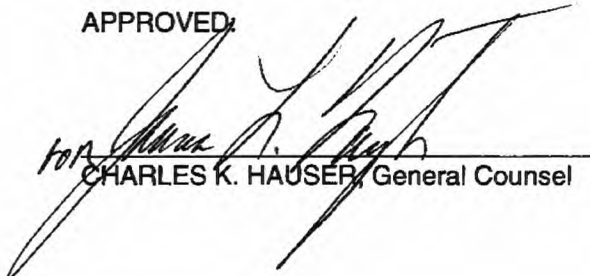
ATTEST:

CITY OF LAS VEGAS

BARBARA JO RONEMUS, City Clerk

BY: _____
OSCAR B. GOODMAN, Mayor

APPROVED:


CHARLES K. HAUSER, General Counsel

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY: _____
CHIP MAXFIELD, President
Board of Directors

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of funding applications to the Bureau of Land Management (BLM) for performing six planning studies for Floyd Lamb Park - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The SNPLMA Pre-Proposal Planning (PPP) reserve is intended to fund feasibility and pre-proposal conceptual design for the purpose of developing more accurate information on the scope of work, detailed cost estimates and time frames required to complete projects which will be nominated in future rounds. Each of the six studies are for projects within the approximately 680 acres of State-owned Floyd Lamb Park, which is being transferred to the City on July 1, 2007. Staff submitted this list of projects to the BLM on April 16, 2007. Staff is requesting that the City Council ratify this action.

RECOMMENDATION:

Ratify and Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Site Map

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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)

**Southern Nevada Public Land Management Act (SNPLMA)
Parks, Trails and Natural Areas**

PRE-PROPOSAL PLANNING FUNDING APPLICATIONS	Amounts
1. Floyd Lamb Park Lake and Well Investigation	\$200,000
2. Floyd Lamb Park ADA Assessment	\$150,000
3. Floyd Lamb Park Shooting Range Remediation Study	\$400,000
4. Floyd Lamb Park Sensitive Species Survey, Habitat Assessment, and Archaeological Evaluation	\$200,000
5. Floyd Lamb Park Site Utility Survey	\$200,000
6. Floyd Lamb Park Historical and Structural Integrity Building Survey	\$400,00
Total	\$1,550,000

PRE-PROPOSAL PLANNING STUDY DESCRIPTIONS:

1. Floyd Lamb Park Lake and Well Investigation
Amount Requested: \$200,000

The Floyd Lamb Park Master Plan recommends expansion of this lake system dependent on the capacity of the wells. This study will provide assurance of the current park's water and aquatic ecosystem in conjunction with an analysis of the practical feasibility of the master plan's future water needs and recommendations.

2. Floyd Lamb Park ADA Assessment
Amount Requested: \$150,000

A thorough survey is needed to determine the current compliance to the Federal Access Board's Rules and Guidelines. This work will include all areas and activities of the park normally open and accessible to the public and staff such as pathways, trails, parking, picnicking, and fishing. The scope of this work is contained entirely within the approximately 680 acres of State owned land being transferred and except for park accessory structures such as public restroom and the public portion of concessionaire facilities, specifically excludes surveying the interior of the historical building structures. (The ADA survey of the historical buildings is included in the scope of another accompanying PPP application.)

3. Floyd Lamb Park Shooting Range Remediation Study
Amount Requested: \$400,000

Floyd Lamb Park contains a skeet shooting range under lease to a concessionaire that expires at the end of 2008. This lease is not anticipated to be renewed. The current shooting range activity will be relocating to the first phase of the new adjacent Clark County Shooting Park, which should be completed by that time. A remediation and restoration plan for the existing shooting range is needed to be able to proceed with the master planned use of this area as an off road bike park.

4. Floyd Lamb Park Sensitive Species Survey, Habitat Assessment and Archaeological Evaluation
Amount Requested: \$200,000

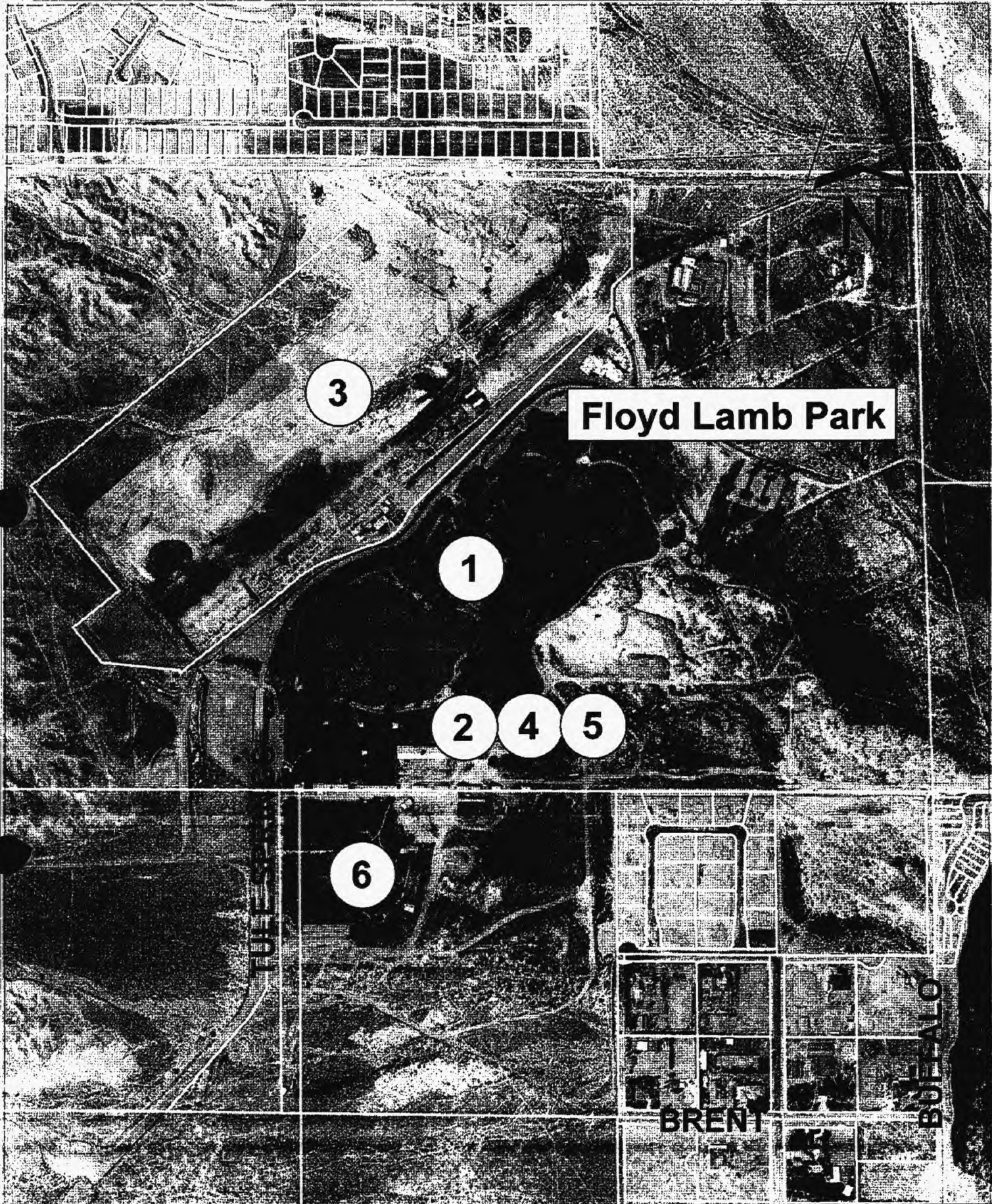
The Floyd Lamb Park Master Plan of the park proposes a number of improvement projects throughout the park acreage that could be impacted by the presence of sensitive plants, animals, and archaeological sites. This pre-proposal planning study will confirm the location of sensitive species and habitat so they can be accommodated during the development of the master plan improvements, and to enable future improvement projects to be in compliance with Federal, State, and local laws and requirements for the protection of the environment. The study will also identify any paleontological or archaeological sites, confirming the location of archaeological sites identified in 1978 by the Archaeological Research Center of the Museum of Natural History at the University of Nevada, Las Vegas.

5. Floyd Lamb Park Site Utility Survey
Amount Requested: \$200,000

This pre-proposal planning study will conduct a through site survey of the existing utility infrastructure in the park and its relationship to the future master plan improvements. This complete and thorough utility survey will eliminate the need for several smaller, independent surveys for each individual future project, as well as provide for a balanced, logically designed utility system at the completion of the master plan improvements.

6. Floyd Lamb Park Historical and Structural Integrity Building Survey
Amount Requested: \$400,000

Located on the park grounds are a number of incidental and complimentary structures, 23 which are listed on the National Register of Historic Places. The age of the historic and incidental park structures places the city in a vulnerable position because of the known seismic instability of a number of them. A survey is requested for an investigation into the structural integrity and condition, fire protection, ADA access, and hazardous construction materials of these incidental and historic structures. The study will provide a program for preservation, restoration, upgrade, repair, and improvement with a detailed cost estimate for each portion of the proposed work.



Floyd Lamb Park Pre Proposal Planning Projects

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of 12 Cooperative Agreements with the Bureau of Land Management (BLM) for Southern Nevada Public Land Management Act (SNPLMA) Round 6 project funding and authorization for staff to execute Agreements - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The City of Las Vegas has a total of \$84,115,000 in Round 6 of SNPLMA funding. The Secretary of the Interior approved the projects for funding and the Notification of Availability of Funds was issued. These Agreements enable the City to obtain reimbursement for project expenditures. The Agreements have been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Agenda Memo with attached agreements

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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 16, 2007

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF 12 COOPERATIVE AGREEMENTS WITH THE BUREAU OF LAND MANAGEMENT (BLM) FOR SOUTHERN NEVADA PUBLIC LAND MANAGEMENT ACT (SNPLMA) ROUND 6 PROJECT FUNDING AND AUTHORIZATION FOR STAFF TO EXECUTE AGREEMENTS

1. Agreement No. FAA060141 - Sandhill-Owens Park Acquisition
2. Agreement No. FAA060144 - Las Vegas Wash Trail, Phase II
3. Agreement No. FAA060145 - Lone Mountain Trail, Phase II
4. Agreement No. FAA060147 - Freedom Park Renovation
5. Agreement No. FAA060148 - Lorenzi Park Renovation with Trailhead Addition
6. Agreement No. FAA060149 - Sandhill-Owens Park & Trailhead - Private Land
7. Agreement No. FAA060151 - Las Vegas Wash Trail - Pedestrian Safety Crossing Bridges
8. Agreement No. FAA060152 - Sandhill-Owens Park & Trailhead - City Owned Land
9. Agreement No. FAA060153 - Jaycee Park Renovation
10. Agreement No. FAA060154 - Lone Mnt. Trail - Pedestrian Safety Crossing Bridges
11. Agreement No. FAA060169 - 1-215 Beltway Trail Segments
12. Agreement No. FAA060178 - Cultural Corridors Trail - Pedestrian Crossing Bridge

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 13 PAGES

1. AGREEMENT NO.

FAA060141

Priority #6-8; Project # LV19

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5124 Fax: 702-515-5150 Alice_wilson@blm.gov		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer Department of Public Works 420 N. 4th Street Las Vegas, NV 89101 Phone: 702-229-2176 Fax: 702 388-1807																																										
6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER Jeremy Brooks, SNPLMA Project Specialist Libby White, Assistance Representative Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5136 Fax: 702-515-5010 Jeremy_Brooks@blm.gov Libby_white@blm.gov		7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR Connie L. Diso, Project Engineer Department of Public Works 731 S. Fourth Street Las Vegas, NV 89101 Phone: 702-229-2142 Fax: 702-382-8551 cdiso@lasvegasnevada.gov																																										
8. PROGRAM STATUTORY AUTHORITY SNPLMA, as Amended P.L. 105-263		9. ACTION/OBLIGATION DATE Same date as in Block 26																																										
10. PROJECT STARTING DATE Same date as in Block 26		11. PROJECT ENDING DATE Five Years from Block No. 26																																										
12. TYPE OF RECIPIENT (Check one) <table border="0"><tr><td>☐ STATE</td><td>☐ STATE CONTROLLED INST.</td></tr><tr><td>☐ COUNTY</td><td>OF HIGHER LEARNING</td></tr><tr><td>☒ MUNICIPAL</td><td>☐ PRIVATE UNIVERSITY</td></tr><tr><td>☐ TOWNSHIP</td><td>☐ INDIAN TRIBE</td></tr><tr><td>☐ INTERSTATE</td><td>☐ INDIVIDUAL</td></tr><tr><td>☐ INTERMUNICIPAL</td><td>☐ PROFIT ORGANIZATION</td></tr><tr><td>☐ SPECIAL DISTRICT</td><td>☐ OTHER</td></tr><tr><td>☐ INDEPENDENT SCHOOL DISTRICT</td><td>☐ NOT FOR PROFIT ORGANIZATION</td></tr></table>		☐ STATE	☐ STATE CONTROLLED INST.	☐ COUNTY	OF HIGHER LEARNING	☒ MUNICIPAL	☐ PRIVATE UNIVERSITY	☐ TOWNSHIP	☐ INDIAN TRIBE	☐ INTERSTATE	☐ INDIVIDUAL	☐ INTERMUNICIPAL	☐ PROFIT ORGANIZATION	☐ SPECIAL DISTRICT	☐ OTHER	☐ INDEPENDENT SCHOOL DISTRICT	☐ NOT FOR PROFIT ORGANIZATION	13. FUNDING INFORMATION <table border="1"><thead><tr><th></th><th>BLM</th><th>RECIPIENT</th><th>THIRD PARTY</th><th>TOTAL</th></tr></thead><tbody><tr><td>This Obligation</td><td>\$2,594,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$2,594,000.00</td></tr><tr><td>All Previous Obligations</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Total Obligations</td><td>\$2,594,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$2,594,000.00</td></tr><tr><td>Share Ratio</td><td>100%</td><td>0%</td><td>0%</td><td>100%</td></tr></tbody></table>			BLM	RECIPIENT	THIRD PARTY	TOTAL	This Obligation	\$2,594,000.00	\$0.00	\$0.00	\$2,594,000.00	All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00	Total Obligations	\$2,594,000.00	\$0.00	\$0.00	\$2,594,000.00	Share Ratio	100%	0%	0%	100%
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14. Recipient is not subject to Agency Payment Review.																																												

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 5856HN LV19

16. DUNS No.
030381610

17. CFDA No. AND TITLE
15.225 - Recreation Resource Management

18. PRINCIPLE PLACE OF PERFORMANCE
Clark County, Nevada

19. PROJECT TITLE

Sandhill-Owens Park Acquisition - (Priority # 6-8, Project #LV19)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$1,650,000.00 was approved by the Secretary of the Interior on February 7, 2006. In addition, on November 29, 2006, the SNPLMA Executive Committee approved an additional \$944,000.00 dollars to be funded out of the Special Account Reserve; this allocation provided funding necessary to match the appraised value of the property.

This project will provide for the acquisition of approximately 4.91 acres of land for development of a neighborhood park and trailhead facility. This site is adjacent to a 4.06 acre parcel owned by the City and being proposed for Round 6 funding for the development of a park and trailhead. Combined, these two sites will create an 8.97 acre park and trailhead. The parcel is located in an area with changing demographics and increasing need for parks, yet development of new parks has not kept pace due to a scarcity of land and funding. SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer		24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist	
22. RECIPIENT BY <u>APPROVED AS TO FORM</u>	23. DATE SIGNED 4/9/07	25. UNITED STATES OF AMERICA BY _____	26. DATE SIGNED _____

Thomas R. Green
Thomas R. Green
Deputy City Attorney

<i>(Signature of Recipient's Authorized Representative)</i>		<i>(Signature of BLM's Grants Management Officer)</i>	
---	--	---	--

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Sandhill-Owens Park Acquisition. This project will provide for the acquisition of approximately 4.91 acres of land for development of a neighborhood park and trailhead facility. This site is adjacent to a 4.06 acre parcel owned by the City and being proposed for Round 6 funding for the development of a park and trailhead. Combined, these two sites will create an 8.97 acre park and trailhead. The parcel is located in an area with changing demographics and increasing need for parks, yet development of new parks has not kept pace due to a scarcity of land and funding.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Sandhill-Owens Park Acquisition.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Sandhill-Owens Park Acquisition, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at:
<http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at:
<http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).

b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

b. Recipient enrollment in ASAP is accomplished in one of the two following ways:

- i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Branganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.
FAA060144
Priority #6-11; Project # LV20

2. AMENDMENT NO.
N/A

3. TYPE OF AGREEMENT (Check one)
☐ GRANT
☒ COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5124 Fax: 702-515-5150 Alice_wilson@blm.gov		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer Department of Public Works 420 N. 4th Street Las Vegas, NV 89101 Phone: 702-229-2176 Fax: 702 388-1807																																										
6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER Jeremy Brooks, SNPLMA Project Specialist Libby White, Assistance Representative Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5136 Fax: 702-515-5010 Jeremy_Brooks@blm.gov Libby_white@blm.gov		7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR Connie L. Diso, Project Engineer Department of Public Works 731 S. Fourth Street Las Vegas, NV 89101 Phone: 702-229-2142 Fax: 702-382-8551 cdiso@lasvegasnevada.gov																																										
8. PROGRAM STATUTORY AUTHORITY SNPLMA, as Amended P.L. 105-263		9. ACTION/OBLIGATION DATE Same date as in Block 26																																										
10. PROJECT STARTING DATE Same date as in Block 26		11. PROJECT ENDING DATE Five Years from Block No. 26																																										
12. TYPE OF RECIPIENT (Check one) <table border="0"><tr><td>☐ STATE</td><td>☐ STATE CONTROLLED INST. OF HIGHER LEARNING</td></tr><tr><td>☐ COUNTY</td><td>☐ PRIVATE UNIVERSITY</td></tr><tr><td>☒ MUNICIPAL</td><td>☐ INDIAN TRIBE</td></tr><tr><td>☐ TOWNSHIP</td><td>☐ INDIVIDUAL</td></tr><tr><td>☐ INTERSTATE</td><td>☐ PROFIT ORGANIZATION</td></tr><tr><td>☐ INTERMUNICIPAL</td><td>☐ OTHER</td></tr><tr><td>☐ SPECIAL DISTRICT</td><td>☐ NOT FOR PROFIT ORGANIZATION</td></tr><tr><td>☐ INDEPENDENT SCHOOL DISTRICT</td><td></td></tr></table>		☐ STATE	☐ STATE CONTROLLED INST. OF HIGHER LEARNING	☐ COUNTY	☐ PRIVATE UNIVERSITY	☒ MUNICIPAL	☐ INDIAN TRIBE	☐ TOWNSHIP	☐ INDIVIDUAL	☐ INTERSTATE	☐ PROFIT ORGANIZATION	☐ INTERMUNICIPAL	☐ OTHER	☐ SPECIAL DISTRICT	☐ NOT FOR PROFIT ORGANIZATION	☐ INDEPENDENT SCHOOL DISTRICT		13. FUNDING INFORMATION <table border="1"><thead><tr><th></th><th>BLM</th><th>RECIPIENT</th><th>THIRD PARTY</th><th>TOTAL</th></tr></thead><tbody><tr><td>This Obligation</td><td>\$5,500,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$5,500,000.00</td></tr><tr><td>All Previous Obligations</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Total Obligations</td><td>\$5,500,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$5,500,000.00</td></tr><tr><td>Share Ratio</td><td>100%</td><td>0%</td><td>0%</td><td>100%</td></tr></tbody></table>			BLM	RECIPIENT	THIRD PARTY	TOTAL	This Obligation	\$5,500,000.00	\$0.00	\$0.00	\$5,500,000.00	All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00	Total Obligations	\$5,500,000.00	\$0.00	\$0.00	\$5,500,000.00	Share Ratio	100%	0%	0%	100%
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15. ACCOUNTING AND APPROPRIATION DATA 2006 NV055 411C 58561C LV20																																												
16. DUNS No. 030381610		17. CFDA No. AND TITLE 15.225 - Recreation Resource Management																																										
		18. PRINCIPLE PLACE OF PERFORMANCE Clark County, Nevada																																										

19. PROJECT TITLE
Las Vegas Wash Trail, Phase II - (Priority # 6-11, Project #LV20)

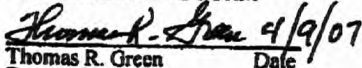
20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$5,500,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project will develop the 2.6-mile Las Vegas Wash Trail was approved as Round 3 project #LV05 and is a major link in the emerging regional trails system. The trail will serve as the Valley-wide connector to the Las Vegas Wetlands Park and the Lake Mead National Recreational Area. Issues arising during the design process have necessitated improvements not originally considered. This request will provide additional funding for those improvements and allow the trail to achieve its desired level of functionality.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer		24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist	
22. RECIPIENT BY _____ (Signature of Recipient's Authorized Representative)	23. DATE SIGNED	25. UNITED STATES OF AMERICA BY _____ (Signature of BLM's Grants Management Officer)	26. DATE SIGNED

APPROVED AS TO FORM


Thomas R. Green Date 4/9/07

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Las Vegas Wash Trail, Phase II. This project will develop the 2.6-mile Las Vegas Wash Trail was approved as Round 3 project #LV05 and is a major link in the emerging regional trails system. The trail will serve as the Valley-wide connector to the Las Vegas Wetlands Park and the Lake Mead National Recreational Area. Issues arising during the design process have necessitated improvements not originally considered. This request will provide additional funding for those improvements and allow the trail to achieve its desired level of functionality.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Las Vegas Wash Trail, Phase II.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Las Vegas Wash Trail, Phase II, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at:
<http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at:
<http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).

b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

b. Recipient enrollment in ASAP is accomplished in one of the two following ways:

- i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Branganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060145

Priority #6-12; Project # LV21

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER
Alice Wilson, Grants and Agreements Specialist
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5124 Fax: 702-515-5150
Alice_wilson@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE
Cheri Edelman, Assistant City Engineer
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-2176 Fax: 702 388-1807

6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER
Jeremy Brooks, SNPLMA Project Specialist
Libby White, Assistance Representative
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5136 Fax: 702-515-5010
Jeremy_Brooks@blm.gov Libby_white@blm.gov

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR
Connie L. Diso, Project Engineer
Department of Public Works
731 S. Fourth Street
Las Vegas, NV 89101
Phone: 702-229-2142 Fax: 702-382-8551
cdiso@lasvegasnevada.gov

8. PROGRAM STATUTORY AUTHORITY
SNPLMA, as Amended P.L. 105-263

9. ACTION/OBLIGATION DATE
Same date as in Block 26

10. PROJECT STARTING DATE
Same date as in Block 26

11. PROJECT ENDING DATE
Five Years from Block No. 26

12. TYPE OF RECIPIENT (Check one)

- | | |
|--|--|
| ☐ STATE | ☐ STATE CONTROLLED INST. |
| ☐ COUNTY | OF HIGHER LEARNING |
| ☒ MUNICIPAL | ☐ PRIVATE UNIVERSITY |
| ☐ TOWNSHIP | ☐ INDIAN TRIBE |
| ☐ INTERSTATE | ☐ INDIVIDUAL |
| ☐ INTERMUNICIPAL | ☐ PROFIT ORGANIZATION |
| ☐ SPECIAL DISTRICT | ☐ OTHER |
| ☐ INDEPENDENT SCHOOL DISTRICT | ☐ NOT FOR PROFIT ORGANIZATION |

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation	\$3,080,000.00	\$0.00	\$0.00	\$3,080,000.00
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00
Total Obligations	\$3,080,000.00	\$0.00	\$0.00	\$3,080,000.00
Share Ratio	100%	0%	0%	100%

14. Recipient is not subject to Agency Payment Review.

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 58561C LV21

16. DUNS No.
030381610

17. CFDA No. AND TITLE
15.225 - Recreation Resource Management

18. PRINCIPLE PLACE OF PERFORMANCE
Clark County, Nevada

19. PROJECT TITLE

Lone Mountain Trail, Phase II - (Priority # 6-12, Project #LV21)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$3,080,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project will provide additional funding for the 8.7 mile Lone Mountain Trail, which is a major link in the emerging regional trails system. Phase I of this project was originally approved in Round 3. Engineering issues have arisen during the desing process that have necessitated improvements not originally considered. This request will provide for those improvements and allow the trail to achieve its desired level of functionality.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

Cheri Edelman, Assistant City Engineer

24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER

Alice Wilson, Grants and Agreements Specialist

22. RECIPIENT

23. DATE SIGNED

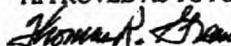
25. UNITED STATES OF AMERICA

26. DATE SIGNED

BY _____
(Signature of Recipient's Authorized Representative)

BY _____
(Signature of BLM's Grants Management Officer)

APPROVED AS TO FORM


Thomas R. Green Date 4/4/07

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Lone Mountain Trail, Phase II. This project will provide additional funding for the 8.7 mile Lone Mountain Trail, which is a major link in the emerging regional trails system. Phase I of this project was originally approved in Round 3. Engineering issues have arisen during the desing process that have necessitated improvements not originally considered. This request will provide for those improvements and allow the trail to achieve its desired level of functionality.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Lone Mountain Trail, Phase II.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Lone Mountain Trail, Phase II, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at:
<http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at:
<http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

- a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
- b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

- a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
- b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060147

Priority #6-14; Project # LV22

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF BLM'S
GRANTS MANAGEMENT OFFICER

Alice Wilson, Grants and Agreements Specialist
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5124 Fax: 702-515-5150
Alice_wilson@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED
REPRESENTATIVE

Cheri Edelman, Assistant City Engineer
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-2176 Fax: 702 388-1807

6. NAME, ADDRESS & PHONE NO. OF BLM'S
PROGRAM OFFICER

Jeremy Brooks, SNPLMA Project Specialist
Libby White, Assistance Representative
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5136 Fax: 702-515-5010
Jeremy_Brooks@blm.gov Libby_white@blm.gov

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT
DIRECTOR/PRINCIPAL INVESTIGATOR

Connie L. Diso, Project Engineer
Department of Public Works
731 S. Fourth Street
Las Vegas, NV 89101
Phone: 702-229-2142 Fax: 702-382-8551
cdiso@lasvegasnevada.gov

8. PROGRAM STATUTORY AUTHORITY
SNPLMA, as Amended P.L. 105-263

9. ACTION/OBLIGATION DATE
Same date as in Block 26

10. PROJECT STARTING DATE
Same date as in Block 26

11. PROJECT ENDING DATE
Five Years from Block No. 26

12. TYPE OF RECIPIENT (Check one)

- | | |
|--|--|
| ☐ STATE | ☐ STATE CONTROLLED INST. |
| ☐ COUNTY | ☐ OF HIGHER LEARNING |
| ☒ MUNICIPAL | ☐ PRIVATE UNIVERSITY |
| ☐ TOWNSHIP | ☐ INDIAN TRIBE |
| ☐ INTERSTATE | ☐ INDIVIDUAL |
| ☐ INTERMUNICIPAL | ☐ PROFIT ORGANIZATION |
| ☐ SPECIAL DISTRICT | ☐ OTHER |
| ☐ INDEPENDENT SCHOOL DISTRICT | ☐ NOT FOR PROFIT ORGANIZATION |

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation	\$17,600,000.00	\$0.00	\$0.00	\$17,600,000.00
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00
Total Obligations	\$17,600,000.00	\$0.00	\$0.00	\$17,600,000.00
Share Ratio	100%	0%	0%	100%

14. Recipient is not subject to Agency Payment Review.

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 58561C LV22

16. DUNS No.
030381610

17. CFDA No. AND TITLE
15.225 - Recreation Resource Management

18. PRINCIPLE PLACE OF PERFORMANCE
Clark County, Nevada

19. PROJECT TITLE

Freedom Park Renovation - (Priority # 6-14, Project #LV22)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$17,600,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project will include the renovation of this park which will include building a new outdoor aquatics/swimming area and replacing two ball fields and three soccer fields. The balance of the park area will be reconfigured to allow new amenities to be constructed, such as a walk/jog path, shade structures, dog park, public art feature, access paths, security lighting and additional parking. All will be reconfigured, expanded and reconstructed to provide the highest quality and safety standards available within the industry and allow the use of varied surface materials and topographical forms to reduce water use and lower maintenance cost.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED
REPRESENTATIVE

Cheri Edelman, Assistant City Engineer

22. RECIPIENT

BY _____
(Signature of Recipient's Authorized Representative)

24. NAME & TITLE OF BLM GRANTS MANAGEMENT
OFFICER

Alice Wilson, Grants and Agreements Specialist

25. UNITED STATES OF AMERICA

BY _____
(Signature of BLM's Grants Management Officer)

26. DATE
SIGNED

APPROVED AS TO FORM

Thomas D. Green 4/9/07
Thomas D. Green Date

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Freedom Park Renovation. This project will include the renovation of this park which will include building a new outdoor aquatics/swimming area and replacing two ball fields and three soccer fields. The balance of the park area will be reconfigured to allow new amenities to be constructed, such as a walk/jog path, shade structures, dog park, public art feature, access paths, security lighting and additional parking. All will be reconfigured, expanded and reconstructed to provide the highest quality and safety standards available within the industry and allow the use of varied surface materials and topographical forms to reduce water use and lower maintenance cost.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Freedom Park Renovation.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Freedom Park Renovation, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at:
<http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at:
<http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).

b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

b. Recipient enrollment in ASAP is accomplished in one of the two following ways:

- i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Branganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060148

Priority #6-15; Project # LV23

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF BLM'S
GRANTS MANAGEMENT OFFICER

Alice Wilson, Grants and Agreements Specialist
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5124 Fax: 702-515-5150
Alice_wilson@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED
REPRESENTATIVE

Cheri Edelman, Assistant City Engineer
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-2176 Fax: 702 388-1807

6. NAME, ADDRESS & PHONE NO. OF BLM'S
PROGRAM OFFICER

Jeremy Brooks, SNPLMA Project Specialist
Libby White, Assistance Representative
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5136 Fax: 702-515-5010
Jeremy_Brooks@blm.gov Libby_white@blm.gov

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT
DIRECTOR/PRINCIPAL INVESTIGATOR

Connie L. Diso, Project Engineer
Department of Public Works
731 S. Fourth Street
Las Vegas, NV 89101
Phone: 702-229-2142 Fax: 702-382-8551
cdiso@lasvegasnevada.gov

8. PROGRAM STATUTORY AUTHORITY
SNPLMA, as Amended P.L. 105-263

9. ACTION/OBLIGATION DATE
Same date as in Block 26

10. PROJECT STARTING DATE
Same date as in Block 26

11. PROJECT ENDING DATE
Five Years from Block No. 26

12. TYPE OF RECIPIENT (Check one)

- | | |
|--|--|
| ☐ STATE | ☐ STATE CONTROLLED INST. |
| ☐ COUNTY | ☐ OF HIGHER LEARNING |
| ☒ MUNICIPAL | ☐ PRIVATE UNIVERSITY |
| ☐ TOWNSHIP | ☐ INDIAN TRIBE |
| ☐ INTERSTATE | ☐ INDIVIDUAL |
| ☐ INTERMUNICIPAL | ☐ PROFIT ORGANIZATION |
| ☐ SPECIAL DISTRICT | ☐ OTHER |
| ☐ INDEPENDENT SCHOOL DISTRICT | ☐ NOT FOR PROFIT ORGANIZATION |

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation	\$28,523,000.00	\$0.00	\$0.00	\$28,523,000.00
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00
Total Obligations	\$28,523,000.00	\$0.00	\$0.00	\$28,523,000.00
Share Ratio	100%	0%	0%	100%

14. Recipient is not subject to Agency Payment Review.

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 58561C LV23

16. DUNS No.
030381610

17. CFDA No. AND TITLE
15.225 - Recreation Resource Management

18. PRINCIPLE PLACE OF PERFORMANCE
Clark County, Nevada

19. PROJECT TITLE

Lorenzi Park Renovation with Trailhead Addition - (Priority # 6-15, Project #LV23)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$28,523,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project will renovate all aspects of the park to include, but not limited to, renovating softball fields including moving/upgrading field lighting, reconfiguring and expanding basketball courts, special events area, playground area and parking lots, refurbishing lake/irrigation reservoir, and installing security lighting. New features that will be considered are a trailhead, walk/jog path, shade structures, dog park, public art feature, access paths, and security lighting.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED
REPRESENTATIVE

Cheri Edelman, Assistant City Engineer

22. RECIPIENT

BY _____
(Signature of Recipient's Authorized Representative)

23. DATE
SIGNED

24. NAME & TITLE OF BLM GRANTS MANAGEMENT
OFFICER

Alice Wilson, Grants and Agreements Specialist

25. UNITED STATES OF AMERICA

BY _____
(Signature of BLM's Grants Management Officer)

26. DATE
SIGNED

APPROVED AS TO FORM

Thomas R. Green 4/9/07
Thomas R. Green Date

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Lorenzi Park Renovation with Trailhead Addition. This project will renovate all aspects of the park to include, but not limited to, renovating softball fields including moving/upgrading field lighting, reconfiguring and expanding basketball courts, special events area, playground area and parking lots, refurbishing lake/irrigation reservoir, and installing security lighting. New features that will be considered are a trailhead, walk/jog path, shade structures, dog park, public art feature, access paths, and security lighting.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Lorenzi Park Renovation with Trailhead Addition.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Lorenzi Park Renovation with Trailhead Addition, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at:
<http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at:
<http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

- a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
- b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

- a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
- b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Branganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060149

Priority #6-16; Project # LV24

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5124 Fax: 702-515-5150 Alice_wilson@blm.gov		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer Department of Public Works 420 N. 4th Street Las Vegas, NV 89101 Phone: 702-229-2176 Fax: 702 388-1807																																										
6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER Jeremy Brooks, SNPLMA Project Specialist Libby White, Assistance Representative Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5136 Fax: 702-515-5010 Jeremy_Brooks@blm.gov Libby_white@blm.gov		7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR Connie L. Diso, Project Engineer Department of Public Works 731 S. Fourth Street Las Vegas, NV 89101 Phone: 702-229-2142 Fax: 702-382-8551 cdiso@lasvegasnevada.gov																																										
8. PROGRAM STATUTORY AUTHORITY SNPLMA, as Amended P.L. 105-263		9. ACTION/OBLIGATION DATE Same date as in Block 26																																										
10. PROJECT STARTING DATE Same date as in Block 26		11. PROJECT ENDING DATE Five Years from Block No. 26																																										
12. TYPE OF RECIPIENT (Check one) <table border="0"><tr><td>☐ STATE</td><td>☐ STATE CONTROLLED INST.</td></tr><tr><td>☐ COUNTY</td><td>OF HIGHER LEARNING</td></tr><tr><td>☒ MUNICIPAL</td><td>☐ PRIVATE UNIVERSITY</td></tr><tr><td>☐ TOWNSHIP</td><td>☐ INDIAN TRIBE</td></tr><tr><td>☐ INTERSTATE</td><td>☐ INDIVIDUAL</td></tr><tr><td>☐ INTERMUNICIPAL</td><td>☐ PROFIT ORGANIZATION</td></tr><tr><td>☐ SPECIAL DISTRICT</td><td>☐ OTHER</td></tr><tr><td>☐ INDEPENDENT SCHOOL DISTRICT</td><td>☐ NOT FOR PROFIT ORGANIZATION</td></tr></table>		☐ STATE	☐ STATE CONTROLLED INST.	☐ COUNTY	OF HIGHER LEARNING	☒ MUNICIPAL	☐ PRIVATE UNIVERSITY	☐ TOWNSHIP	☐ INDIAN TRIBE	☐ INTERSTATE	☐ INDIVIDUAL	☐ INTERMUNICIPAL	☐ PROFIT ORGANIZATION	☐ SPECIAL DISTRICT	☐ OTHER	☐ INDEPENDENT SCHOOL DISTRICT	☐ NOT FOR PROFIT ORGANIZATION	13. FUNDING INFORMATION <table border="1"><thead><tr><th></th><th>BLM</th><th>RECIPIENT</th><th>THIRD PARTY</th><th>TOTAL</th></tr></thead><tbody><tr><td>This Obligation</td><td>\$2,640,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$2,640,000.00</td></tr><tr><td>All Previous Obligations</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Total Obligations</td><td>\$2,640,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$2,640,000.00</td></tr><tr><td>Share Ratio</td><td>100%</td><td>0%</td><td>0%</td><td>100%</td></tr></tbody></table>			BLM	RECIPIENT	THIRD PARTY	TOTAL	This Obligation	\$2,640,000.00	\$0.00	\$0.00	\$2,640,000.00	All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00	Total Obligations	\$2,640,000.00	\$0.00	\$0.00	\$2,640,000.00	Share Ratio	100%	0%	0%	100%
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15. ACCOUNTING AND APPROPRIATION DATA 2006 NV055 411C 5856IC LV24																																												
16. DUNS No. 030381610		17. CFDA No. AND TITLE 15.225 - Recreation Resource Management																																										
		18. PRINCIPLE PLACE OF PERFORMANCE Clark County, Nevada																																										

19. PROJECT TITLE

Sandhill-Owens Park & Trailhead - Private Land - (Priority # 6-16, Project #LV24)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$2,640,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project will provide approximately 4.91 acres of neighborhood park and trailhead facilities on a parcel of land nominated for acquisition in Round 6. The park portion includes lighted walking paths, children's play equipment, dog park, picnic facilities, play area, drinking fountains and shade structures. The trailhead includes landscaping and seating areas integrated into the park setting, information kiosks with trail maps, parking and staging areas for cyclists, runners, and other trail users.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer		24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist	
22. RECIPIENT BY _____ (Signature of Recipient's Authorized Representative)	23. DATE SIGNED	25. UNITED STATES OF AMERICA BY _____ (Signature of BLM's Grants Management Officer)	26. DATE SIGNED

APPROVED AS TO FORM

Thomas R. Green 4/9/07
Thomas R. Green Date

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Sandhill-Owens Park & Trailhead - Private Land. This project will provide approximately 4.91 acres of neighborhood park and trailhead facilities on a parcel of land nominated for acquisition in Round 6. The park portion includes lighted walking paths, children's play equipment, dog park, picnic facilities, play area, drinking fountains and shade structures. The trailhead includes landscaping and seating areas integrated into the park setting, information kiosks with trail maps, parking and staging areas for cyclists, runners, and other trail users.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Sandhill-Owens Park & Trailhead - Private Land.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Sandhill-Owens Park & Trailhead - Private Land, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at:
<http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at:
<http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

- a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
- b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

- a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
- b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Branganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060151

Priority #6-18; Project # LV25

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER
Alice Wilson, Grants and Agreements Specialist
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5124 Fax: 702-515-5150
Alice_wilson@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE
Cheri Edelman, Assistant City Engineer
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-2176 Fax: 702 388-1807

6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER
Jeremy Brooks, SNPLMA Project Specialist
Libby White, Assistance Representative
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5136 Fax: 702-515-5010
Jeremy_Brooks@blm.gov Libby_white@blm.gov

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR
Connie L. Diso, Project Engineer
Department of Public Works
731 S. Fourth Street
Las Vegas, NV 89101
Phone: 702-229-2142 Fax: 702-382-8551
cdiso@lasvegasnevada.gov

8. PROGRAM STATUTORY AUTHORITY
SNPLMA, as Amended P.L. 105-263

9. ACTION/OBLIGATION DATE
Same date as in Block 26

10. PROJECT STARTING DATE
Same date as in Block 26

11. PROJECT ENDING DATE
Five Years from Block No. 26

12. TYPE OF RECIPIENT (Check one)

- | | |
|--|--|
| ☐ STATE | ☐ STATE CONTROLLED INST. |
| ☐ COUNTY | ☐ OF HIGHER LEARNING |
| ☒ MUNICIPAL | ☐ PRIVATE UNIVERSITY |
| ☐ TOWNSHIP | ☐ INDIAN TRIBE |
| ☐ INTERSTATE | ☐ INDIVIDUAL |
| ☐ INTERMUNICIPAL | ☐ PROFIT ORGANIZATION |
| ☐ SPECIAL DISTRICT | ☐ OTHER |
| ☐ INDEPENDENT SCHOOL DISTRICT | ☐ NOT FOR PROFIT ORGANIZATION |

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation	\$3,300,000.00	\$0.00	\$0.00	\$3,300,000.00
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00
Total Obligations	\$3,300,000.00	\$0.00	\$0.00	\$3,300,000.00
Share Ratio	100%	0%	0%	100%

14. Recipient is not subject to Agency Payment Review.

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 58561C LV25

16. DUNS No.
030381610

17. CFDA No. AND TITLE
15.225 - Recreation Resource Management

18. PRINCIPLE PLACE OF PERFORMANCE
Clark County, Nevada

19. PROJECT TITLE

Las Vegas Wash Trail - Pedestrian Safety Crossing Bridges - (Priority # 6-18, Project #LV25)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$3,300,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Las Vegas Wash recreational trail separate from vehicle traffic. Two pedestrian bridges are proposed for the existing Las Vegas Wash Trail to cross Lamb Boulevard and Charleston Boulevard. The Las Vegas Wash Trail is an existing project currently funded through SNPLMA from Round 3.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

Cheri Edelman, Assistant City Engineer

22. RECIPIENT

BY _____
(Signature of Recipient's Authorized Representative)

23. DATE SIGNED

24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER

Alice Wilson, Grants and Agreements Specialist

25. UNITED STATES OF AMERICA

26. DATE SIGNED

BY _____
(Signature of BLM's Grants Management Officer)

APPROVED AS TO FORM


Thomas R. Green Date 4/9/07

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Las Vegas Wash Trail - Pedestrian Safety Crossing Bridges. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Las Vegas Wash recreational trail separate from vehicle traffic. Two pedestrian bridges are proposed for the existing Las Vegas Wash Trail to cross Lamb Boulevard and Charleston Boulevard. The Las Vegas Wash Trail is an existing project currently funded through SNPLMA from Round 3.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Las Vegas Wash Trail - Pedestrian Safety Crossing Bridges.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Las Vegas Wash Trail - Pedestrian Safety Crossing Bridges, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at:
<http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at:
<http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).

b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

b. Recipient enrollment in ASAP is accomplished in one of the two following ways:

- i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Branganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.
FAA060152
Priority #6-19; Project # LV26

2. AMENDMENT NO.
N/A

3. TYPE OF AGREEMENT (Check one)
☐ GRANT
☒ COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5124 Fax: 702-515-5150 Alice_wilson@blm.gov		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer Department of Public Works 420 N. 4th Street Las Vegas, NV 89101 Phone: 702-229-2176 Fax: 702 388-1807																																										
6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER Jeremy Brooks, SNPLMA Project Specialist Libby White, Assistance Representative Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5136 Fax: 702-515-5010 Jeremy_Brooks@blm.gov Libby_white@blm.gov		7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR Connie L. Diso, Project Engineer Department of Public Works 731 S. Fourth Street Las Vegas, NV 89101 Phone: 702-229-2142 Fax: 702-382-8551 cdiso@lasvegasnevada.gov																																										
8. PROGRAM STATUTORY AUTHORITY SNPLMA, as Amended P.L. 105-263		9. ACTION/OBLIGATION DATE Same date as in Block 26																																										
10. PROJECT STARTING DATE Same date as in Block 26		11. PROJECT ENDING DATE Five Years from Block No. 26																																										
12. TYPE OF RECIPIENT (Check one) <table border="0"><tr><td>☐ STATE</td><td>☐ STATE CONTROLLED INST.</td></tr><tr><td>☐ COUNTY</td><td>☐ OF HIGHER LEARNING</td></tr><tr><td>☒ MUNICIPAL</td><td>☐ PRIVATE UNIVERSITY</td></tr><tr><td>☐ TOWNSHIP</td><td>☐ INDIAN TRIBE</td></tr><tr><td>☐ INTERSTATE</td><td>☐ INDIVIDUAL</td></tr><tr><td>☐ INTERMUNICIPAL</td><td>☐ PROFIT ORGANIZATION</td></tr><tr><td>☐ SPECIAL DISTRICT</td><td>☐ OTHER</td></tr><tr><td>☐ INDEPENDENT SCHOOL DISTRICT</td><td>☐ NOT FOR PROFIT ORGANIZATION</td></tr></table>		☐ STATE	☐ STATE CONTROLLED INST.	☐ COUNTY	☐ OF HIGHER LEARNING	☒ MUNICIPAL	☐ PRIVATE UNIVERSITY	☐ TOWNSHIP	☐ INDIAN TRIBE	☐ INTERSTATE	☐ INDIVIDUAL	☐ INTERMUNICIPAL	☐ PROFIT ORGANIZATION	☐ SPECIAL DISTRICT	☐ OTHER	☐ INDEPENDENT SCHOOL DISTRICT	☐ NOT FOR PROFIT ORGANIZATION	13. FUNDING INFORMATION <table border="1"><thead><tr><th></th><th>BLM</th><th>RECIPIENT</th><th>THIRD PARTY</th><th>TOTAL</th></tr></thead><tbody><tr><td>This Obligation</td><td>\$2,068,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$2,068,000.00</td></tr><tr><td>All Previous Obligations</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Total Obligations</td><td>\$2,068,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$2,068,000.00</td></tr><tr><td>Share Ratio</td><td>100%</td><td>0%</td><td>0%</td><td>100%</td></tr></tbody></table>			BLM	RECIPIENT	THIRD PARTY	TOTAL	This Obligation	\$2,068,000.00	\$0.00	\$0.00	\$2,068,000.00	All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00	Total Obligations	\$2,068,000.00	\$0.00	\$0.00	\$2,068,000.00	Share Ratio	100%	0%	0%	100%
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14. Recipient is not subject to Agency Payment Review.																																												

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 58561C LV26

16. DUNS No. 030381610	17. CFDA No. AND TITLE 15.225 - Recreation Resource Management	18. PRINCIPLE PLACE OF PERFORMANCE Clark County, Nevada
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19. PROJECT TITLE
Sandhill-Owens Park & Trailhead - City Owned Land - (Priority # 6-19, Project #LV26)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$2,068,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project will provide approximately 4.06 acres of neighborhood park and trailhead facilities on a parcel owned by the City, adjacent to a parcel of private land nominated for acquisition in Round 6. The park portion includes lighted walking paths, children's play equipment, dog park, picnic facilities, play area, drinking fountains and shade structures. The trailhead includes landscaping and seating areas integrated into the park setting, information kiosks with trail maps, parking and staging areas for cyclists, runners, and other trail users.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer		24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist	
22. RECIPIENT BY _____ (Signature of Recipient's Authorized Representative)	23. DATE SIGNED _____	25. UNITED STATES OF AMERICA BY _____ (Signature of BLM's Grants Management Officer)	26. DATE SIGNED _____

APPROVED AS TO FORM

Thomas R. Green Date 4/9/07

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Sandhill-Owens Park & Trailhead - City Owned Land. This project will provide approximately 4.06 acres of neighborhood park and trailhead facilities on a parcel owned by the City, adjacent to a parcel of private land nominated for acquisition in Round 6. The park portion includes lighted walking paths, children's play equipment, dog park, picnic facilities, play area, drinking fountains and shade structures. The trailhead includes landscaping and seating areas integrated into the park setting, information kiosks with trail maps, parking and staging areas for cyclists, runners, and other trail users.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Sandhill-Owens Park & Trailhead - City Owned Land.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Sandhill-Owens Park & Trailhead - City Owned Land, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended

within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at:
<http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at:
<http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair

market value" including the source or method for determining the value and make appropriate deductions if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

- a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
- b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

b. Recipient enrollment in ASAP is accomplished in one of the two following ways:

- i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipient's liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 13 PAGES

1. AGREEMENT NO.
FAA060153
Priority #6-20; Project # LV27

2. AMENDMENT NO.
N/A

3. TYPE OF AGREEMENT (Check one)
☐ GRANT
☒ COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5124 Fax: 702-515-5150 Alice_wilson@blm.gov		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer Department of Public Works 420 N. 4th Street Las Vegas, NV 89101 Phone: 702-229-2176 Fax: 702 388-1807																																										
6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER Jeremy Brooks, SNPLMA Project Specialist Libby White, Assistance Representative Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5136 Fax: 702-515-5010 Jeremy_Brooks@blm.gov Libby_white@blm.gov		7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR Connie L. Diso, Project Engineer Department of Public Works 731 S. Fourth Street Las Vegas, NV 89101 Phone: 702-229-2142 Fax: 702-382-8551 cdiso@lasvegasnevada.gov																																										
8. PROGRAM STATUTORY AUTHORITY SNPLMA, as Amended P.L. 105-263		9. ACTION/OBLIGATION DATE Same date as in Block 26																																										
10. PROJECT STARTING DATE Same date as in Block 26		11. PROJECT ENDING DATE Five Years from Block No. 26																																										
12. TYPE OF RECIPIENT (Check one) <table border="0"><tr><td>☐ STATE</td><td>☐ STATE CONTROLLED INST. OF HIGHER LEARNING</td></tr><tr><td>☐ COUNTY</td><td>☐ PRIVATE UNIVERSITY</td></tr><tr><td>☒ MUNICIPAL</td><td>☐ INDIAN TRIBE</td></tr><tr><td>☐ TOWNSHIP</td><td>☐ INDIVIDUAL</td></tr><tr><td>☐ INTERSTATE</td><td>☐ PROFIT ORGANIZATION</td></tr><tr><td>☐ INTERMUNICIPAL</td><td>☐ OTHER</td></tr><tr><td>☐ SPECIAL DISTRICT</td><td>☐ NOT FOR PROFIT ORGANIZATION</td></tr><tr><td>☐ INDEPENDENT SCHOOL DISTRICT</td><td></td></tr></table>		☐ STATE	☐ STATE CONTROLLED INST. OF HIGHER LEARNING	☐ COUNTY	☐ PRIVATE UNIVERSITY	☒ MUNICIPAL	☐ INDIAN TRIBE	☐ TOWNSHIP	☐ INDIVIDUAL	☐ INTERSTATE	☐ PROFIT ORGANIZATION	☐ INTERMUNICIPAL	☐ OTHER	☐ SPECIAL DISTRICT	☐ NOT FOR PROFIT ORGANIZATION	☐ INDEPENDENT SCHOOL DISTRICT		13. FUNDING INFORMATION <table border="1"><thead><tr><th></th><th>BLM</th><th>RECIPIENT</th><th>THIRD PARTY</th><th>TOTAL</th></tr></thead><tbody><tr><td>This Obligation</td><td>\$10,087,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$10,087,000.00</td></tr><tr><td>All Previous Obligations</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Total Obligations</td><td>\$10,087,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$10,087,000.00</td></tr><tr><td>Share Ratio</td><td>100%</td><td>0%</td><td>0%</td><td>100%</td></tr></tbody></table>			BLM	RECIPIENT	THIRD PARTY	TOTAL	This Obligation	\$10,087,000.00	\$0.00	\$0.00	\$10,087,000.00	All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00	Total Obligations	\$10,087,000.00	\$0.00	\$0.00	\$10,087,000.00	Share Ratio	100%	0%	0%	100%
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14. Recipient is not subject to Agency Payment Review.																																												

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 58561C LV27

16. DUNS No. 030381610	17. CFDA No. AND TITLE 15.225 - Recreation Resource Management	18. PRINCIPLE PLACE OF PERFORMANCE Clark County, Nevada
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19. PROJECT TITLE
Jaycee Park Renovation - (Priority # 6-20, Project #LV27)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$10,087,000.00 was approved by the Secretary of the Interior on February 7, 2006. The project includes renovation of Jaycee Park, which will include the removal of one baseball field and reconfiguring of the existing soccer field and softball field to allow both venues to be used simultaneously, relocating and expanding the parking lot and dog park, reconfiguring the walk/jog path, bocce and shuffleboard courts, upgrading playground equipment and decking, and installing drought tolerant landscaping. The special events area will be reconfigured to allow new amenities to be constructed, such as shade structures, public art feature, access paths, and security lighting. All will be reconfigured, expanded, and reconstructed to provide the highest quality and safety standards available within the industry and allow the use of varied surface materials and topographical forms to reduce water use and lower maintenance costs.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer		24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist	
22. RECIPIENT BY _____	23. DATE SIGNED	25. UNITED STATES OF AMERICA BY _____	26. DATE SIGNED

APPROVED AS TO FORM

Theresa O. ...

<i>(Signature of Recipient's Authorized Representative)</i>		<i>(Signature of BLM's Grants Management Officer)</i>	
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I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Jaycee Park Renovation. The project includes renovation of Jaycee Park, which will include the removal of one baseball field and reconfiguring of the existing soccer field and softball field to allow both venues to be used simultaneously, relocating and expanding the parking lot and dog park, reconfiguring the walk/jog path, bocce and shuffleboard courts, upgrading playground equipment and decking, and installing drought tolerant landscaping. The special events area will be reconfigured to allow new amenities to be constructed, such as shade structures, public art feature, access paths, and security lighting. All will be reconfigured, expanded, and reconstructed to provide the highest quality and safety standards available within the industry and allow the use of varied surface materials and topographical forms to reduce water use and lower maintenance costs.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Jaycee Park Renovation.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements

for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.

2. Adhere to the policies and procedures identified in the IA.
3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Jaycee Park Renovation, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at:
<http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at:
<http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving

over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

- a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
- b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

b. Recipient enrollment in ASAP is accomplished in one of the two following ways:

- i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.
- ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.
- iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.
4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement

documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Branganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060154

Priority #6-21; Project # LV28

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5124 Fax: 702-515-5150 Alice_wilson@blm.gov		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer Department of Public Works 420 N. 4th Street Las Vegas, NV 89101 Phone: 702-229-2176 Fax: 702 388-1807																																										
6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER Jeremy Brooks, SNPLMA Project Specialist Libby White, Assistance Representative Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5136 Fax: 702-515-5010 Jeremy_Brooks@blm.gov Libby_white@blm.gov		7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR Connie L. Diso, Project Engineer Department of Public Works 731 S. Fourth Street Las Vegas, NV 89101 Phone: 702-229-2142 Fax: 702-382-8551 cdiso@lasvegasnevada.gov																																										
8. PROGRAM STATUTORY AUTHORITY SNPLMA, as Amended P.L. 105-263		9. ACTION/OBLIGATION DATE Same date as in Block 26																																										
10. PROJECT STARTING DATE Same date as in Block 26		11. PROJECT ENDING DATE Five Years from Block No. 26																																										
12. TYPE OF RECIPIENT (Check one) <table border="0"><tr><td>☐ STATE</td><td>☐ STATE CONTROLLED INST.</td></tr><tr><td>☐ COUNTY</td><td>☐ OF HIGHER LEARNING</td></tr><tr><td>☒ MUNICIPAL</td><td>☐ PRIVATE UNIVERSITY</td></tr><tr><td>☐ TOWNSHIP</td><td>☐ INDIAN TRIBE</td></tr><tr><td>☐ INTERSTATE</td><td>☐ INDIVIDUAL</td></tr><tr><td>☐ INTERMUNICIPAL</td><td>☐ PROFIT ORGANIZATION</td></tr><tr><td>☐ SPECIAL DISTRICT</td><td>☐ OTHER</td></tr><tr><td>☐ INDEPENDENT SCHOOL DISTRICT</td><td>☐ NOT FOR PROFIT ORGANIZATION</td></tr></table>		☐ STATE	☐ STATE CONTROLLED INST.	☐ COUNTY	☐ OF HIGHER LEARNING	☒ MUNICIPAL	☐ PRIVATE UNIVERSITY	☐ TOWNSHIP	☐ INDIAN TRIBE	☐ INTERSTATE	☐ INDIVIDUAL	☐ INTERMUNICIPAL	☐ PROFIT ORGANIZATION	☐ SPECIAL DISTRICT	☐ OTHER	☐ INDEPENDENT SCHOOL DISTRICT	☐ NOT FOR PROFIT ORGANIZATION	13. FUNDING INFORMATION <table border="1"><thead><tr><th></th><th>BLM</th><th>RECIPIENT</th><th>THIRD PARTY</th><th>TOTAL</th></tr></thead><tbody><tr><td>This Obligation</td><td>\$3,300,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$3,300,000.00</td></tr><tr><td>All Previous Obligations</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Total Obligations</td><td>\$3,300,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$3,300,000.00</td></tr><tr><td>Share Ratio</td><td>100%</td><td>0%</td><td>0%</td><td>100%</td></tr></tbody></table>			BLM	RECIPIENT	THIRD PARTY	TOTAL	This Obligation	\$3,300,000.00	\$0.00	\$0.00	\$3,300,000.00	All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00	Total Obligations	\$3,300,000.00	\$0.00	\$0.00	\$3,300,000.00	Share Ratio	100%	0%	0%	100%
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16. DUNS No. 030381610		17. CFDA No. AND TITLE 15.225 - Recreation Resource Management																																										
		18. PRINCIPLE PLACE OF PERFORMANCE Clark County, Nevada																																										
19. PROJECT TITLE Lone Mtn Trail - Pedestrian Safety Crossing Bridges - (Priority # 6-21, Project #LV28)																																												
20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION: Funding to implement the above-named project, in the amount of \$3,300,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Lone Mountain recreational trail separate from vehicle traffic. Two pedestrian bridges are proposed for the existing Lone Mountain Trail to cross Cheyenne Avenue and Lake Mead Boulevard. The Lone Mountain Trail is an existing project currently funded through SNPLMA from Round 3.																																												
SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.																																												
21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer		24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist																																										
22. RECIPIENT BY _____ (Signature of Recipient's Authorized Representative)		25. UNITED STATES OF AMERICA BY _____ (Signature of BLM's Grants Management Officer)																																										
23. DATE SIGNED Thomas R. Green 4/9/07 Date		26. DATE SIGNED																																										

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Lone Mtn Trail - Pedestrian Safety Crossing Bridges. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Lone Mountain recreational trail separate from vehicle traffic. Two pedestrian bridges are proposed for the existing Lone Mountain Trail to cross Cheyenne Avenue and Lake Mead Boulevard. The Lone Mountain Trail is an existing project currently funded through SNPLMA from Round 3.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Lone Mtn Trail - Pedestrian Safety Crossing Bridges.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Lone Mtn Trail - Pedestrian Safety Crossing Bridges, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: <http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: <http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).

b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

b. Recipient enrollment in ASAP is accomplished in one of the two following ways:

- i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060169

Priority #6-36; Project # LV29

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF BLM'S
GRANTS MANAGEMENT OFFICER

Alice Wilson, Grants and Agreements Specialist
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5124 Fax: 702-515-5150
Alice_wilson@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED
REPRESENTATIVE

Cheri Edelman, Assistant City Engineer
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-2176 Fax: 702 388-1807

6. NAME, ADDRESS & PHONE NO. OF BLM'S
PROGRAM OFFICER

Jeremy Brooks, SNPLMA Project Specialist
Libby White, Assistance Representative
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5136 Fax: 702-515-5010
Jeremy_Brooks@blm.gov Libby_white@blm.gov

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT
DIRECTOR/PRINCIPAL INVESTIGATOR

Connie L. Diso, Project Engineer
Department of Public Works
731 S. Fourth Street
Las Vegas, NV 89101
Phone: 702-229-2142 Fax: 702-382-8551
cdiso@lasvegasnevada.gov

8. PROGRAM STATUTORY AUTHORITY
SNPLMA, as Amended P.L. 105-263

9. ACTION/OBLIGATION DATE
Same date as in Block 26

10. PROJECT STARTING DATE
Same date as in Block 26

11. PROJECT ENDING DATE
Five Years from Block No. 26

12. TYPE OF RECIPIENT (Check one)

- | | |
|--|--|
| ☐ STATE | ☐ STATE CONTROLLED INST. |
| ☐ COUNTY | OF HIGHER LEARNING |
| ☒ MUNICIPAL | ☐ PRIVATE UNIVERSITY |
| ☐ TOWNSHIP | ☐ INDIAN TRIBE |
| ☐ INTERSTATE | ☐ INDIVIDUAL |
| ☐ INTERMUNICIPAL | ☐ PROFIT ORGANIZATION |
| ☐ SPECIAL DISTRICT | ☐ OTHER |
| ☐ INDEPENDENT SCHOOL DISTRICT | ☐ NOT FOR PROFIT ORGANIZATION |

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation	\$3,773,000.00	\$0.00	\$0.00	\$3,773,000.00
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00
Total Obligations	\$3,773,000.00	\$0.00	\$0.00	\$3,773,000.00
Share Ratio	100%	0%	0%	100%

14. Recipient is not subject to Agency Payment Review.

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 58561C LV29

16. DUNS No.
030381610

17. CFDA No. AND TITLE
15.225 - Recreation Resource Management

18. PRINCIPLE PLACE OF PERFORMANCE
Clark County, Nevada

19. PROJECT TITLE

I-215 Beltway Trail Segments - (Priority # 6-36, Project #LV29)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$3,773,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project is an inter-jurisdictional effort encompassing trail alignments within the entire extent of the beltway right-of-way. The trail path will generally consist of a ten-foot wide paved area with amenities to include benches, shade structures, and water fountains. The project utilizes existing space within the 215 beltway for a multi-use non-equestrian trail that will connect the City of Las Vegas with both North Las Vegas and Clark County.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED
REPRESENTATIVE

Cheri Edelman, Assistant City Engineer

24. NAME & TITLE OF BLM GRANTS MANAGEMENT
OFFICER

Alice Wilson, Grants and Agreements Specialist

22. RECIPIENT

BY _____
(Signature of Recipient's Authorized Representative)

23. DATE
SIGNED

25. UNITED STATES OF AMERICA

BY _____
(Signature of BLM's Grants Management Officer)

26. DATE
SIGNED

APPROVED AS TO FORM

Thomas R. Green 4/9/07
Thomas R. Green

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the I-215 Beltway Trail Segments. This project is an inter-jurisdictional effort encompassing trail alignments within the entire extent of the beltway right-of-way. The trail path will generally consist of a ten-foot wide paved area with amenities to include benches, shade structures, and water fountains. The project utilizes existing space within the 215 beltway for a multi-use non-equestrian trail that will connect the City of Las Vegas with both North Las Vegas and Clark County.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the I-215 Beltway Trail Segments.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled I-215 Beltway Trail Segments, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at:
<http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at:
<http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).

b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

b. Recipient enrollment in ASAP is accomplished in one of the two following ways:

- i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.
FAA060178
Priority #6-45; Project # LV30

2. AMENDMENT NO.
N/A

3. TYPE OF AGREEMENT (Check one)
☐ GRANT
☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5124 Fax: 702-515-5150 Alice_wilson@blm.gov		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer Department of Public Works 420 N. 4th Street Las Vegas, NV 89101 Phone: 702-229-2176 Fax: 702 388-1807																																										
6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER Jeremy Brooks, SNPLMA Project Specialist Libby White, Assistance Representative Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5136 Fax: 702-515-5010 Jeremy_Brooks@blm.gov Libby_white@blm.gov		7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR Connie L. Diso, Project Engineer Department of Public Works 731 S. Fourth Street Las Vegas, NV 89101 Phone: 702-229-2142 Fax: 702-382-8551 cdiso@lasvegasnevada.gov																																										
8. PROGRAM STATUTORY AUTHORITY SNPLMA, as Amended P.L. 105-263		9. ACTION/OBLIGATION DATE Same date as in Block 26																																										
10. PROJECT STARTING DATE Same date as in Block 26		11. PROJECT ENDING DATE Five Years from Block No. 26																																										
12. TYPE OF RECIPIENT (Check one) <table border="0"><tr><td>☐ STATE</td><td>☐ STATE CONTROLLED INST. OF HIGHER LEARNING</td></tr><tr><td>☐ COUNTY</td><td>☐ PRIVATE UNIVERSITY</td></tr><tr><td>☒ MUNICIPAL</td><td>☐ INDIAN TRIBE</td></tr><tr><td>☐ TOWNSHIP</td><td>☐ INDIVIDUAL</td></tr><tr><td>☐ INTERSTATE</td><td>☐ PROFIT ORGANIZATION</td></tr><tr><td>☐ INTERMUNICIPAL</td><td>☐ OTHER</td></tr><tr><td>☐ SPECIAL DISTRICT</td><td>☐ NOT FOR PROFIT ORGANIZATION</td></tr><tr><td>☐ INDEPENDENT SCHOOL DISTRICT</td><td></td></tr></table>		☐ STATE	☐ STATE CONTROLLED INST. OF HIGHER LEARNING	☐ COUNTY	☐ PRIVATE UNIVERSITY	☒ MUNICIPAL	☐ INDIAN TRIBE	☐ TOWNSHIP	☐ INDIVIDUAL	☐ INTERSTATE	☐ PROFIT ORGANIZATION	☐ INTERMUNICIPAL	☐ OTHER	☐ SPECIAL DISTRICT	☐ NOT FOR PROFIT ORGANIZATION	☐ INDEPENDENT SCHOOL DISTRICT		13. FUNDING INFORMATION <table border="1"><thead><tr><th></th><th>BLM</th><th>RECIPIENT</th><th>THIRD PARTY</th><th>TOTAL</th></tr></thead><tbody><tr><td>This Obligation</td><td>\$1,650,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$1,650,000.00</td></tr><tr><td>All Previous Obligations</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Total Obligations</td><td>\$1,650,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$1,650,000.00</td></tr><tr><td>Share Ratio</td><td>100%</td><td>0%</td><td>0%</td><td>100%</td></tr></tbody></table>			BLM	RECIPIENT	THIRD PARTY	TOTAL	This Obligation	\$1,650,000.00	\$0.00	\$0.00	\$1,650,000.00	All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00	Total Obligations	\$1,650,000.00	\$0.00	\$0.00	\$1,650,000.00	Share Ratio	100%	0%	0%	100%
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Share Ratio	100%	0%	0%	100%																																								
14. Recipient is not subject to Agency Payment Review.																																												

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 58561C LV30

16. DUNS No. 030381610	17. CFDA No. AND TITLE 15.225 - Recreation Resource Management	18. PRINCIPLE PLACE OF PERFORMANCE Clark County, Nevada
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19. PROJECT TITLE
Cultural Corridors Trail - Pedestrian Crossing Bridge - (Priority # 6-45, Project #LV30)

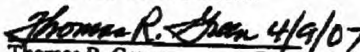
20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$1,650,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Cultural Corridor trail separate from vehicle traffic. One pedestrian bridge is proposed for the existing Cultural Corridor Trail to cross North Las Vegas Boulevard. The Cultural Corridor Trail is an existing project currently funded through SNPLMA from Round 5.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer		24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist	
22. RECIPIENT BY _____ (Signature of Recipient's Authorized Representative)	23. DATE SIGNED	25. UNITED STATES OF AMERICA BY _____ (Signature of BLM's Grants Management Officer)	26. DATE SIGNED

APPROVED AS TO FORM


Thomas R. Green Date 4/9/07
Deputy City Attorney

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Cultural Corridors Trail - Pedestrian Crossing Bridge. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Cultural Corridor trail separate from vehicle traffic. One pedestrian bridge is proposed for the existing Cultural Corridor Trail to cross North Las Vegas Boulevard. The Cultural Corridor Trail is an existing project currently funded through SNPLMA from Round 5.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Cultural Corridors Trail - Pedestrian Crossing Bridge.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Cultural Corridors Trail - Pedestrian Crossing Bridge, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: <http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: <http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).

b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

b. Recipient enrollment in ASAP is accomplished in one of the two following ways:

- i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Interlocal Agreement between the City of Henderson; the City of Las Vegas; Clark County; Clark County Regional Flood Control District; Clark County Water Reclamation District and the Southern Nevada Water Authority for the continuation of funding for the Las Vegas Wash activities for FY07-08 (\$306,981 - Sanitation Fund) - County

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$306,981

Funding Source: Sanitation Fund

Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:

On April 19, 2000, the Council approved the Las Vegas Wash Comprehensive Adaptive Management Plan that authorized Interlocal Agreements between the City of Henderson; the City of Las Vegas; Clark County; Clark County Regional Flood Control District; Clark County Water Reclamation District and the Southern Nevada Water Authority for implementation. It is the desire of all parties within this agreement to continue to allocate funds for the purpose of capital and operating expenses in relation to this project. The subject Interlocal Agreement funds the City of Las Vegas portion, 38.5% of the unfunded budget.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Interlocal Agreement
2. Attachment A Operating Budget Narrative FY 07-08

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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

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

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS,
CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT,
CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA
WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR
LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2007/2008

This Interlocal Agreement is entered into by the City of Henderson; the City of Las Vegas; Clark County; the Clark County Regional Flood Control District; the Clark County Water Reclamation District; and, the Southern Nevada Water Authority ("Authority") comprised of Authority "Purveyor Members" (City of Henderson, City of North Las Vegas and the Las Vegas Valley Water District), and the Authority "Wastewater Discharge Members" (City of Henderson, City of Las Vegas and the Clark County Water Reclamation District) this 21 day of June, 2007.

WHEREAS, Lake Mead and the Colorado River are the primary source of water for over one million residents of the metropolitan Las Vegas Valley and Laughlin, Nevada; and

WHEREAS, Lake Mead and the Colorado River are a significant source of water for millions of other residents in the Lower Colorado River Basin, including citizens of Arizona, California, and Mexico as well as members of several Native American Tribes; and

WHEREAS, the Las Vegas Wash is comprised of highly treated wastewater flows, urban runoff, shallow groundwater, storm water flows, and other flows, all of which run through the single tributary from the urban Las Vegas Valley into Lake Mead; and

WHEREAS, concerns over erosion, water quality, the loss of wetlands, and other issues have made managing the Las Vegas Wash one of the highest environmental priorities for Southern Nevada; and

WHEREAS, the undersigned parties – along with other local, state, and federal entities – embarked on a water quality process in 1997 that included participation in the Lake Mead Water Quality Forum and the formation of a citizens advisory committee which studied various issues related to water quality in the Las Vegas Wash, Las Vegas Bay, and Lake Mead; and

WHEREAS, the citizens advisory committee developed a series of recommendations for protecting and improving water quality, one of which was to develop a comprehensive adaptive management plan for the Las Vegas Wash; and

WHEREAS, following the presentation of the citizen recommendations to the Lake Mead Water Quality Forum and their acceptance by the Authority Board of Directors in 1998, the undersigned parties participated in the Las Vegas Wash Coordination Committee ("LVWCC"), a committee comprised of 29 local, state, federal, environmental, and public representatives; and

WHEREAS, the LVWCC, over a 10-month period and with the support of over 100 staff from participating agencies, developed 44 recommended actions in nine study areas related to the Las Vegas Wash; and

WHEREAS, the LVWCC compiled these recommended actions into the Las Vegas Wash Comprehensive Adaptive Management Plan ("LVWCAMP"), a document that was subsequently approved by the LVWCC in December 1999 and by the Authority Board of Directors in January 2000; and

WHEREAS, in July of 2000, a Sales Tax Allocation Cooperative Agreement was entered into by the Authority and the Wastewater Discharge Agencies represented by the City of Henderson, the City of Las Vegas and the Clark County Water Reclamation District; and

WHEREAS, that Sales Tax Allocation Cooperative Agreement provided that four percent (4%) of the gross revenue from the ¼ cent sales tax provided for by NRS Chapter 377B would be allocated to capital improvements and infrastructure needs in the Las Vegas Wash, and

WHEREAS, in June of 2002, the parties to this agreement entered into a Memorandum of Understanding, along with the City of North Las Vegas, which recognized the Las Vegas Wash Comprehensive Adaptive Management Plan and established a basic understanding of the parties concerning implementation of the plan and their respective roles in that implementation; and

WHEREAS, the Authority has been designated as the lead agency to implement the LVWCAMP and has established a staff team to coordinate this effort; and

WHEREAS, a Workplan and estimated budget for the Las Vegas Wash construction and operation has been established by the Authority for fiscal year 2007/2008; and

WHEREAS, Authority Purveyor members will pay 40% of the total operating budget (or \$797,352) to be paid from the revenues derived from the water wholesale delivery charge; and

WHEREAS, it is the desire of all parties to this agreement to allocate the monetary responsibility for contribution to said capital and infrastructure budget as well as the parties' respective monetary contributions to the estimated Las Vegas Wash operating budget.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Southern Nevada Water Authority, City of Henderson, Clark County Water Reclamation District, City of Las Vegas, Clark County, and the Clark County Regional Flood Control District agree as follows:

Section 1: Capital Improvements Budget

It is agreed that the budget for capital improvements and associated activities for 2007/2008 are included in the 2007-08 Project Work Plan of the Amended Las Vegas Wash Capital Improvements Plan. The 2007-08 Project Work Plan shows a total funding of

\$45,032,195 for calendar years 2007 and 2008. The 2007-08 Project Work Plan includes funding for the design and construction activities for five channel stabilization dams, construction of one permanent bypass channel, design activities for seven additional stabilization dams, the revegetation of five disturbed construction sites, plant nursery stock development, biological surveys, hydraulic modeling studies, emergency action planning, debris removal, construction equipment rental, and construction materials transportation.

Funding for capital projects will come from monies generated from 4% of gross revenue from the ¼ cent sales tax, federal partners, and other available sources.

The Authority will require its contractors to indemnify, defend and hold harmless the Parties to this Agreement against any and all claims, causes of action, judgments, and/or fees arising out of the contractor's acts and/or omissions related to its performance of any contract for the Authority.

The Authority will also require its contractors to name each party to this Agreement as an additional insured on the contractor's insurance policy.

Section 2: Operating Budget

It is agreed by the parties hereto that the total operating budget for the Authority's Las Vegas Wash activities for fiscal year 2007/2008 is estimated to be \$4,755,637. It is anticipated that there will be federal funding available to augment the parties' contributions. Said federal funding is estimated to be approximately \$43,056. Grants are anticipated to augment the operating budget in the amount of \$2,719,200. This will leave \$1,993,381 of the total operating budget to be provided locally (referred to herein as the "local share"). Additionally, it is anticipated that the Authority's purveyor members will contribute \$797,352 or 40% of the local share; however, the purveyor members' contribution is not governed by this agreement. The parties hereto agree, therefore, that \$1,196,029 or 60% of the local share of the total operating budget must be paid by the parties hereto. Contained in Attachment A is an Operating Budget Narrative outlining the anticipated administration costs as well as programs and study costs included in the 2007/2008 operating budget.

a) Funding of Local Share:

It is hereby agreed by the parties that the following allocation ratios and funding sources are established as binding for the purpose of funding the 60% local share or \$1,196,029 of the total operating budget for the Las Vegas Wash for fiscal year 2007/2008:

- i) Authority Purveyor Members shall pay 40% (\$797,352) of the local share in accordance with and pursuant to that agreement among the members dated April 19, 2001.
- ii) Authority "Wastewater Discharge Members" shall pay 40% (\$797,352) of the local share as follows:

The City of Henderson, as a discharger, will be responsible for payment of 10% of the \$797,352 or \$79,735;

The Clark County Water Reclamation District will be responsible for 51.5% of the \$797,352, or \$410,636;

The City of Las Vegas will be responsible for 38.5% of the \$797,352, or \$306,981.

- iii) Clark County will pay 10% of the local share (\$199,338).
- iv) Clark County Regional Flood Control District will pay 10% of the local share (\$199,338).

Section 3: Payments

Payments will be made by the respective parties hereto as specified in Section 2 into a fund established specifically for the operations of the Las Vegas Wash projects for fiscal year 2007/2008.

Section 4: Effective Date

This agreement becomes effective when the duplicate originals are executed and dated by all parties, realizing that each entity, by necessity, must approve and execute the subject document at different places and on different dates.

Section 5: Severability

Should any part of this agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable under any other part of this agreement.

Section 6: Governing Law

The laws of the State of Nevada will govern as to the interpretation, validity and effect of this agreement.

Section 7: Third Party Beneficiaries

This agreement is intended only to benefit the parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

Section 8: One Time Agreement

It is specifically recognized and agreed by all parties hereto, that this agreement is not to be interpreted or constructed as establishing a precedent for any further agreement, covenant or commitment on the part of any party hereto and should be considered a stand alone document without establishing any future obligations, other than as described herein, on the part of any party hereto.

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK
COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT,
CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER
AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS
WASH ACTIVITIES IN FISCAL YEAR 2007/2008

SOUTHERN NEVADA WATER AUTHORITY

Shari Buck
Chair

Approved as to form:

John J. Entsminger
John Entsminger, Deputy General Counsel
Southern Nevada Water Authority

Approved on June 21, 2007, by the Board of Directors
for the Southern Nevada Water Authority.

Attest:

CITY OF LAS VEGAS

Barbara Jo Ronemus, City Clerk

Oscar B. Goodman, Mayor

Approved As To Form:

Approved on _____, by the City Council
for the City of Las Vegas.

Tom Green, City Attorney

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK
COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT,
CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER
AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS
WASH ACTIVITIES IN FISCAL YEAR 2007/2008

SOUTHERN NEVADA WATER AUTHORITY

Amanda M. Cyphers, Chair

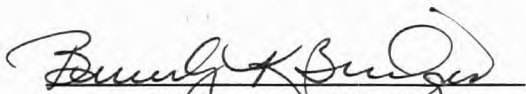
Approved as to form:

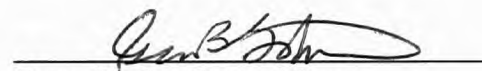
Approved on _____, by the Board of Directors
for the Southern Nevada Water Authority.

John Entsminger, Deputy Counsel
Southern Nevada Water Authority

Attest:

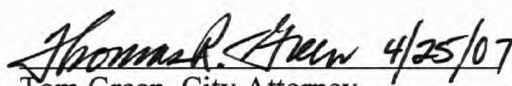
CITY OF LAS VEGAS


~~Barbara Jo Ronemus, City Clerk~~
By: Beverly K. Bridges, CMC
Acting City Clerk


Oscar B. Goodman, Mayor

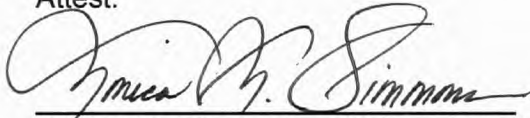
Approved As To Form:

Approved on May 16, 2007, by the City Council
for the City of Las Vegas.

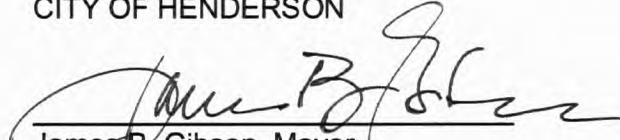
 4/25/07
Tom Green, City Attorney

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2007/2008

Attest:


Monica M. Simmons, CMC

CITY OF HENDERSON


James B. Gibson, Mayor

Approved As To Form:

Approved on July 3, 2007,
by the City Council for the City of Henderson.


Shauna M. Hughes, City Attorney

Attest:

CLARK COUNTY WATER RECLAMATION DISTRICT

Richard Mendes, General Manager

Approved As To Form:

Approved on _____, by the Board of
Trustees for the Clark County Water Reclamation District.

Mary-Anne Miller, County Counsel

Attest:

CLARK COUNTY

Rory Reid, Chairman

Approved As To Form:

Approved on _____, by the Board of County
Commissioners for Clark County (Parks & Recreation)

Carolyn Campbell, Deputy District Attorney

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2007/2008

Attest:

CITY OF HENDERSON

Monica M. Simmons, CMC

James B. Gibson, Mayor

Approved As To Form:

Approved on _____, by the City Council
for the City of Henderson.

Shauna M. Hughes, City Attorney

Attest:

CLARK COUNTY WATER RECLAMATION DISTRICT

Richard Mendes, General Manager

Approved As To Form:

Approved on 6/5/07, by the Board of Trustees
for the Clark County Water Reclamation District.

(

Mary-Anne Miller, County Counsel

Attest:

CLARK COUNTY

Rory Reid, Chairman

Approved As To Form:

Approved on _____, by the Board of County Commissioners
for Clark County (Parks & Recreation)

Carolyn Campbell, Deputy District Attorney

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2007/2008

Attest:

CITY OF HENDERSON

Monica M. Simmons, CMC

James B. Gibson, Mayor

Approved As To Form:

Approved on _____, by the City Council
for the City of Henderson.

Shauna M. Hughes, City Attorney

Attest:

CLARK COUNTY WATER RECLAMATION DISTRICT

Richard Mendes, General Manager

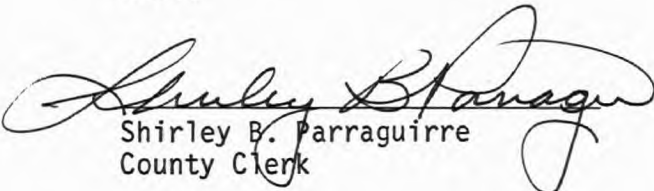
Approved As To Form:

Approved on _____, by the Board of Trustees
for the Clark County Water Reclamation District.

Mary-Anne Miller, County Counsel

Attest:

CLARK COUNTY

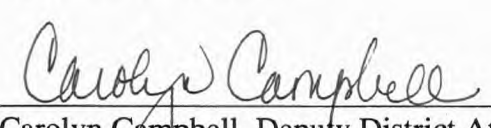

Shirley B. Parraguirre
County Clerk



Rory Reid, Chairman

Approved As To Form:

Approved on 9/18/07, by the Board of County Commissioners
for Clark County (Parks & Recreation)

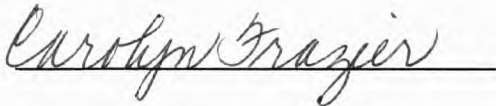


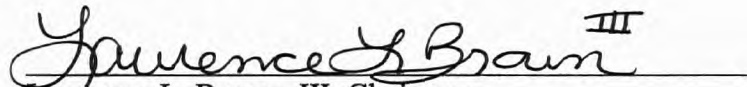
Carolyn Campbell, Deputy District Attorney

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK
COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT,
CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER
AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS
WASH ACTIVITIES IN FISCAL YEAR 2007/2008

Attest:

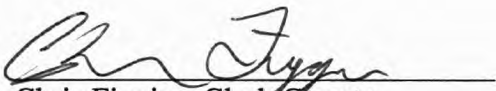
CLARK COUNTY REGIONAL FLOOD
CONTROL DISTRICT




Lawrence L. Brown, III, Chairman

Approved As To Form:

Approved on June 14, 2007, by the Board of Directors
for the Clark County Regional Flood Control District.


Chris Figgins, Clark County
Deputy District Attorney

Attachment A
Operating Budget Narrative
FY 2007/2008

MATERIALS, SUPPLIES, EQUIPMENT, TRAVEL -- TOTAL \$77,000

Funding in the amount of \$77,000 is requested for general office support items including office supplies, printing, safety supplies, dues for professional organizations, refreshment supplies, subscriptions/publications and travel.

OFFICE LEASE AND RENTALS -- TOTAL \$150,000

Funding in the amount of \$150,000 is requested for the lease of office space located at 1900 E. Flamingo and for two storage units located on E. Flamingo.

SALARIES AND BENEFITS -- TOTAL \$783,000

Funding in the amount of \$783,000 is requested for salaries and benefits to support Las Vegas Wash Project Coordination Team staff.

RESEARCH AND STUDIES PROJECTS -- TOTAL \$3,620,637 (LOCAL CONTRIBUTION \$858,381)

The total research and studies budget is \$3,620,637. Of this, the local contribution is \$858,381, with the remaining budget anticipated to come from federal and local grants. These projects include a variety of activities and studies to meet the tasks identified in the CAMP and to meet state and federal environmental compliance requirements.

PROFESSIONAL SERVICES - \$125,000

Funding in the amount of \$125,000 is requested to retain limnological, biological, and toxicological consulting services.

Budgeted Items	Amount
Materials, Supplies, Equipment, Travel	\$77,000
Office Lease	\$150,000
Salaries and Benefits	\$783,000
Research and Studies Projects	\$3,620,637
Professional Services	\$125,000
TOTAL FY 07/08 BUDGET	\$4,755,637
FEDERAL CONTRIBUTION	\$43,056
OTHER CONTRIBUTION/GRANTS	\$2,719,200
LOCAL CONTRIBUTION	\$1,993,381

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

RESOLUTIONS:

R-32-2007 – Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Summerlin Special Improvement Districts and in certain other districts and providing other matters properly relating thereto - All Wards

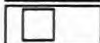
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

NRS 271.545 states that when an assessment or installment becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment or the entire assessment if the governing body has exercised its option to cause the whole amount of the unpaid principal to become due and payable.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-32-2007

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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

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

RESOLUTION NO. R-32-2007

A RESOLUTION DIRECTING THE CITY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City has heretofore created Special Improvement District Nos. 404, 707, 808, 809, and various other districts as identified in the Notice below (the "Districts"); and

WHEREAS, the City Council has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in Nevada Revised Statutes ("NRS") 271.545.

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

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The City Council hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS 271.410. The sale shall take place at 2:00 p.m. on July 31, 2007 in the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, which the Council hereby finds is a convenient location.

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on July 31, 2007, at the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments in the City's Special Assessment District Nos. 404, 707, 808, 809, and various others to the City of Las Vegas:

<u>Name of Owner</u>	<u>Description of Property</u>	<u>District No.</u>	<u>Total Amount Due to Date of Sale*</u>
----------------------	--------------------------------	-------------------------	--

[insert in notice as published as mailed a list containing the information described in the above table headings for each delinquent parcel.]

* Includes the whole assessment, accrued interest upon the whole amount of unpaid principal to the date of delinquency, interest upon unpaid principal and accrued interest from the date of delinquency to July 31, 2007 at rate not exceeding 2 percent per month, penalties and collection costs, including attorney's fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS 271.555 to NRS 271.575 and ordinances adopted by the City Council. The sale shall be continued from day to day as provided in NRS 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS 271.595.

The City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to the above parcels, as provided in NRS 271.410. As provided in that section, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made.

A property owner may obtain from the Las Vegas City Treasurer the amount that he/she is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS 271.410(2).

****PLEASE TAKE NOTICE** that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. **Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale.** Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.**

IN WITNESS WHEREOF, I have affixed my signature as of May 16, 2007

/s/ MARK R. VINCENT
Director of Finance & Business Services/
City Treasurer

****Insert in mailed notice only.**

(End of Form of Notice of Sale)

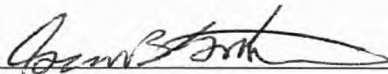
Section 3. The Notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the Notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

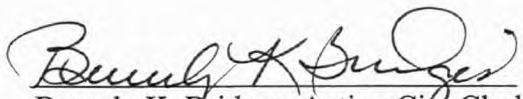
Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED this May 16, 2007

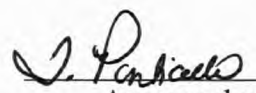


Mayor

(SEAL)



Beverly K. Bridges, Acting City Clerk

 5/7/07

Approved as to Form

STATE OF NEVADA)
):ss
CITY OF LAS VEGAS)

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

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on May 16, 2007.

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

Those Voting Aye:	Oscar Goodman Gary Reese Larry Brown Steve Wolfson Lois Tarkanian Steven D. Ross Brenda J. Williams
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Those Voting Nay:	None
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Those Absent:	None
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3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

- (a) Court Clerk's Bulletin Board
City Hall Plaza, 2nd Floor Skybridge
Las Vegas, Nevada
- (b) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (c) Las Vegas-Clark County Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (d) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada
- (e) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

and

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

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

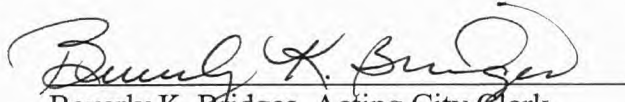
7. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed resolution which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda,

except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

8. A copy of the notice so given of the meeting of the Council held on May 16, 2007.

is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this May 16, 2007.


Beverly K. Bridges, Acting City Clerk

(SEAL)

EXHIBIT A
(Attach Notice and Agenda of Meeting)



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.

THE CITY COUNCIL MEETING NORMALLY SCHEDULED FOR JULY 4,
2007 HAS BEEN RESCHEDULED TO JULY 11, 2007

May 16, 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 BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF HISTORIC PRESERVATION MONTH
7. RECOGNITION OF NATIONAL SALVATION ARMY WEEK

8. RECOGNITION OF THE BUILDING AND SAFETY DEPARTMENT FOR EARNING THE NATIONAL SILENT DEFENDER AWARD
9. RECOGNITION OF MOUNTAIN VIEW LUTHERAN SCHOOL FOR EARNING THE GREAT AMERICAN PRIDE AWARD
10. RECOGNITION OF THE CIMARRON MEMORIAL HIGH SCHOOL ROBOTICS TEAM FOR WINNING THE FIRST ROBOTICS NATIONAL CHAMPIONSHIP
11. RECOGNITION OF LANCE ARMSTRONG FOUNDATION DAY

BUSINESS ITEMS - MORNING

12. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
13. Approval of the Final Minutes by reference of the Special City Council meeting of April 9, 2007, and the regular City Council meeting of April 18, 2007

CONSENT AGENDA

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

FIELD OPERATIONS - CONSENT

14. Approval of a First Amendment to a Lease Agreement between Aquarius Owner, LLC and the City of Las Vegas to occupy additional office space located at 300 East Charleston Boulevard (\$5,000 additional rent per month - General Fund/Rental of Land) - Ward 3 (Reese)
15. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right-of-Entry previously on record and continue to allow Nevada Power Company access to the site for electrical systems needs located at 400 S. 4th Street commonly known as City Centre Garage, APN 139-34-301-004 - Ward 3 (Reese)
16. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right-of-Entry previously on record and continue to allow Nevada Power Company access to the site for electrical systems needs located at 100 S. Rampart Boulevard commonly known as Angel Park, APN 138-31-501-003 - Ward 2 (Wolfson)
17. Approval of a Memorandum of Understanding between the City of Las Vegas and Alta Montecito, L.P. for landscaping and maintenance on Bureau of Land Management patented land located at 7151 Oso Blanca Road, known as Mountain Ridge Park - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

18. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
19. Approval of Notice of Intent to Augment and Amend the Fiscal Year 2007 Annual Budget of the City of Las Vegas General Fund

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

20. Approval of a Special Event Alcoholic Beverage License for Beauty Bar, Location: 517 Fremont Street, Dates: June 1, 3, and 20, 2007 and July 6 and 14, 2007, Type: Special Event General, Event: First Friday/Concerts, Responsible Person in Charge: Bree Blumstein - Ward 5 (Williams)
21. Approval of a Special Event Alcoholic Beverage License for Boricua Association of Las Vegas, Location: 720 Twin Lakes Drive, Date: May 27, 2007, Type: Special Event Beer/Wine, Event: Annual Puerto Rican Memorial Day Festival, Responsible Person in Charge: Rose M. Salter - Ward 5 (Williams)
22. Approval of Change of Location and Change of Ownership for a Liquor Caterer License, From: Lynn Barbarite, dba Events Catering, To: Events Catering, LLC, dba Events Catering, 231 South 3rd Street, Lynn M. Barbarite, Managing Mmbr, 100% - Ward 3 (Reese)
23. Approval of a new Restaurant Service Bar License, Ivy Grill, LLC, dba Ivy Grill, LLC, 2620 Regatta Drive, Suite 118, Erik R. Watts, Managing Mmbr, 100% - Ward 4 (Brown)
24. Approval of a new Beer/Wine/Cooler On-sale License, Sammy's Woodfired Pizza dba Sammy's Woodfired Pizza, 7160 North Durango Drive, Suite 110, Sami Ladeki, Dir, Pres, Secy, Treas, 100% - Ward 6 (Ross)
25. Approval of Franchise Managers for a Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. regulations, 7-Eleven, Inc., dba 7-Eleven Store #27228, 2403 South Eastern Avenue, Jadore, Inc., Debra D. Croteau, Pres, 50% and Albert B. Croteau, Jr., Secy, Treas, 50% - Ward 3 (Reese)
26. Approval of a new Restricted Gaming License for 5 slots, Jadore, Inc., db at 7-Eleven Store #27228, 2403 South Eastern Avenue, Debra D. Croteau, Pres, 50% and Albert B. Croteau, Jr., Secy, Treas, 50% - Ward 3 (Reese)
27. Approval of a Temporary Restricted Gaming License for 6 slots subject to confirmation of approval by the Nevada Gaming Commission, Harsh Bembi, db at 7-Eleven Store #13681, 4950 West Charleston Boulevard, Harsh Bembi, Sole Proprietor, 100% - Ward 1 (Tarkanian)
28. Approval of a new Psychic Art and Science License, Shirley Jenkins, dba Shirley Jenkins, 8155 East Fairmount Drive, #911, Shirley A. Jenkins, 100% - Colorado
29. Approval of a Special Event Alcoholic Beverage License for Wolfgang Puck Catering, Location: 333 South Valley View Boulevard, Dates: May 30, 2007 and June 5, 8 and 9, 2007 Type: Special Event General, Events: Private Party/Sit Down Dinner/Concert, Responsible Person in Charge: Andrew Sidebotham - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

30. Approval of award of Modification to Bid No. 06.15341.11-LED, Gilmore Cliff Shadow Trail Head located at Cliff Shadows Parkway and Alexander Road - Department of Public Works - Award recommended to: CG&B ENTERPRISES, INC. (\$500,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 4 (Brown)
31. Approval of Modification No. 1 to Engineering Design Services Agreement No. 070066-DC, Brent Lane and Tule Springs Detention Basins Project located within Floyd Lamb State Park, 9200 Tule Springs Road - Department of Public Works - Award recommended to: LOUIS BERGER GROUP, INC. (\$466,320 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)
32. Approval of Software License and Services Agreement No. SLSA-34075-28-OCT-97 for an Oracle Software License Upgrade and Service - Department of Information Technologies - Award recommended to: ORACLE USA, INC. (\$702,942 - Computer Services Internal Service Fund)

HUMAN RESOURCES - CONSENT

33. Approval to amend the contract with Wellness Coaches USA for the City of Las Vegas Wellness Program (\$273,600 - Self-Insurance Internal Service Fund)

NEIGHBORHOOD SERVICES - CONSENT

34. Approval to enter into an Agreement that assigns the Community Development Block Grant (CDBG)/HOME/15% Set-Aside Program funding conditions to Nelson A. Martinez to ensure that the property located at 618 W. Van Buren Avenue will continue to be utilized as affordable housing per the applicable funding agreements and regulations - Ward 5 (Williams)
35. Approval of an Interlocal Agreement between Clark County and the cities of Las Vegas, Henderson and North Las Vegas for joint funding of a Jobs-Housing Balance Analysis to be prepared by Restrepo Consulting Group, LLC (\$23,750 - Redevelopment Agency) - All Wards

PUBLIC WORKS - CONSENT

36. Approval of an Encroachment Request from Olsson Associates on behalf of 2233 Paradise Road Associates, LLC, owner (northeast corner of Sahara Avenue and Paradise Road) - Ward 3 (Reese)
37. Approval of an Encroachment Request from Peak Development on behalf of 6th Street Group, LLC, owner (6th Street between Bonneville Avenue and Garces Avenue) - Ward 3 (Reese)
38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Jose A. Meraz and Oralia Meraz, owners (west of Torrey Pines Drive, south of Buckaroo Avenue, APN 138-14-113-020) - County (near Ward 5 - Williams)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Bruce Noble on behalf of LaTonya Powell, owner (south of Lake Mead Boulevard, west of Leonard Lane, APN 138-24-701-023) - County (near Ward 5 - Williams)
40. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (on the east and west sides of Conquistador Street, between Centennial Parkway and Regena Avenue, APNs 125-30-101-004 and -005) - County (near Ward 6 - Ross)
41. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (southeast corner of Centennial Parkway and Marla Street, APNs 126-25-101-003 and -004) - County (near Ward 6 - Ross)
42. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (between Centennial Parkway and Regena Avenue, east of Egan Crest Drive and west of Eula Street, APNs 126-25-501-007 thru -013, 125-30-101-001 and -002) - County (near Ward 6 - Ross)
43. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (generally bounded between Centennial Parkway, Bright Angel Way, Park Street and Chieftain Street, APNs 125-30-502-007, -012, -013 and 125-30-601-007) - County (near Ward 6 - Ross)
44. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman and Turner, Inc., on behalf of Horace G. Smith Jr. and Mildred R. Smith, owners (west of El Capitan Way, north of Hammer Lane, APN 125-32-102-032) - County (near Ward 4 - Brown)
45. Approval of Interlocal Agreement 112774 with the Las Vegas Valley Water District for water service to serve the Hoover Avenue and Casino Center Boulevard Streetscape Improvement project (\$33,208 - General Fund) - Ward 3 (Reese)
46. Approval of funding applications to the Bureau of Land Management (BLM) for performing six planning studies for Floyd Lamb Park - Ward 6 (Ross)

47. Approval of 12 Cooperative Agreements with the Bureau of Land Management (BLM) for Southern Nevada Public Land Management Act (SNPLMA) Round 6 project funding and authorization for staff to execute agreements - All Wards
48. Approval of an Interlocal Agreement between the City of Henderson; the City of Las Vegas; Clark County; Clark County Regional Flood Control District; Clark County Water Reclamation District and the Southern Nevada Water Authority for the continuation of funding for the Las Vegas Wash activities for FY07-08 (\$306,981 - Sanitation Fund) - County

RESOLUTIONS - CONSENT

49. R-32-2007 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Summerlin Special Improvement Districts and in certain other districts and providing other matters properly relating thereto - All Wards
50. R-33-2007 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and in certain other districts and providing other matters properly relating thereto - All Wards
51. R-34-2007 - Approval of a Resolution opposing any legislation that would redistribute or increase visitor paid room tax - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

52. Report from the City Manager on Emerging Issues
53. Discussion and possible action concerning the status of 2007 legislative issues - All Wards
54. Discussion and possible action regarding an Amended and Restated Agreement to Design, Construct, and Lease a Performing Arts Center by and among City Parkway V, Inc., the City of Las Vegas, and the Las Vegas Performing Arts Center Foundation on a portion of Union Park located generally 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) (\$5,603,000 - General Fund) - Ward 5 (Williams)
55. Report and possible action related to the Las Vegas Strategic Plan Priorities concerning "Manage cost and revenue resources to achieve efficient operations" and "Support and encourage sustainability, livability and pride in our neighborhoods" - All Wards

CITY ATTORNEY - DISCUSSION

56. Discussion and possible action on Appeal of Work Card Denial: Tikisa Larue Primes, 6645 W. Tropicana Avenue #203, Las Vegas, Nevada 89103
57. Discussion and possible action to approve continued funding of Harrison, Kemp & Jones to represent the City of Las Vegas in an arbitration filed against it by Asphalt Products Corporation over the construction of Washington Buffalo Park Phases 1-A and 1-B for an amount not to exceed \$700,000 - Ward 4 (Brown)
58. Discussion and possible action to approve a Memorandum of Understanding between the City of Las Vegas and Sun City Summerlin Community Association regarding legal fees and costs associated with litigation involving the right hand turn at McCarran International Airport and other matters relating thereto - All Wards

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

59. 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)

60. Discussion and possible action regarding Temporary approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Contessa DiNobili, Ltd., dba Alfredo's Italian Bistro, 4275 North Rancho Drive, Suite 130, Christine M. Harper, Managing Mmbr, 50% and Kathleen P. Murray, Managing Mmbr, 50% [NOTE: Item to be heard in the afternoon session in conjunction with Item 159 - SUP-20214] - Ward 6 (Ross)
61. Discussion and possible action regarding approval of a Corporate Officer for a Tavern License, Jillian's Management Company, Inc., dba Jillian's, 450 Fremont Street, Suite 130, Loraine W. Kusuhara, Dir, Pres, Secy, Treas, 100% - Ward 5 (Williams)
62. Discussion and possible action regarding approval of a Corporate Officer for a Liquor Caterer License, Jillian's Management Company, Inc., dba Jillian's, 450 Fremont Street, Suite 130, Loraine W. Kusuhara, Dir, Pres, Secy, Treas, 100% - Ward 5 (Williams)
63. Discussion and possible action regarding Temporary approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes, Yvonne Y. Shin, dba Momotaro Sushi & Shabu Shabu Bar, 7160 North Durango Drive, Suite 140, Yvonne Y. Shin, Owner, Mgr, 100% - Ward 6 (Ross)
64. Discussion and possible action regarding Temporary approval of a new Package License subject to the provisions of the planning and fire codes, Nasir Kosa, dba Value Market, 1510 East Sahara Avenue, Nasir Kosa, Owner, 100% [NOTE: Item to be heard in the afternoon session in conjunction with Item 157 - SUP-19754] - Ward 3 (Reese)
65. Discussion and possible action regarding Temporary Approval of Change of Business Name, Change of Location, and Change of Ownership for a Tavern License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Bola I, LLC., dba La Salsa Cantina Mexican Fare, To: Nevada Restaurant Services, Inc., dba Dotty's #34, 4437 West Charleston Boulevard, Richard C. Estey, Pres, 100% - Ward 1 (Tarkanian)
66. Discussion and possible action regarding a Ninety Day Review of a Psychic Art and Science License, Lorraine Marks, dba Ms. Laurie, 425 Fremont Street, Lorraine L. Marks, 100% - Ward 3 (Reese)
67. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, RLNA, Inc., dba Spiritual Insights, 6176 West Charleston Boulevard, Lolita Evans, 50% - Ward 1 (Tarkanian)
68. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, RLNA, Inc., dba Spiritual Insights, 6176 West Charleston Boulevard, Nancy Evans, 50% - Ward 1 (Tarkanian)
69. Discussion and possible action regarding Change of Ownership for a Tavern License, From: JCK Ventures, LLC, dba Heights (Non-operational), To: Drejo Enterprises, LLC, dba Tom Peters Gaming Bar, 465 South Decatur Boulevard, Jocelyn M. Nixon, Manager Mmbr - Ward 1 (Tarkanian)

FIRE & RESCUE - DISCUSSION

70. Discussion and possible action to rescind the Council's action regarding 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
71. Discussion and possible action regarding 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

NEIGHBORHOOD SERVICES - DISCUSSION

72. Discussion and possible action on a report from the Las Vegas Housing Authority (HACLV) on the Tenant Based Rental Assistance (TBRA) Program for Hurricane Katrina victims - All Wards

PLANNING & DEVELOPMENT - DISCUSSION

73. Discussion and possible action regarding the Parks Agreement between the City of Las Vegas and Kyle Acquisition Group, LLC, on approximately 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-001-001 and 002; 125-06-002-001, 002, 003 and 009; 125-07-101-001 and 002; 125-07-201-001 and 002; 125-07-301-001 and 002; 125-07-401-001 and 002; 125-07-501-001 and 002; 125-07-601-001 and 002; and 126-12-000-001) [NOTE: Item to be heard in the afternoon session in conjunction with Items 94 (DIR-21605) and 95 (ZON-20543)] - Ward 6 (Ross)

PUBLIC WORKS - DISCUSSION

74. Discussion and possible action on a request to allow horse and carriage rides on city streets in the downtown area [NOTE: Item to be heard in the afternoon session in conjunction with Item 104 - SUP-20184] - Wards 3 and 5 (Reese and Williams)

RESOLUTIONS - DISCUSSION

75. R-35-2007 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency and FR Fremont, LLC, d/b/a USA Hostels LV, located at 1322 Fremont Street (APN 139-35-310-050) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 3 (Reese) [NOTE: This item is related to RDA Items 4 (RA-7-2007) and 5]

BOARDS & COMMISSIONS - DISCUSSION

76. LAS VEGAS CONVENTION & VISITORS AUTHORITY – Mayor Oscar Goodman, Term Expiration – June 2007

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

77. 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
78. 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
79. 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
80. 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

NEW BILLS - DISCUSSION

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

81. Bill No. 2007-21 – Authorizes the issuance of a local improvement district bond, Series 2007, for an amount not to exceed \$481,000 for Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road) - Proposed by Mark R. Vincent, Director of Finance and Business Services Department

82. Bill No. 2007-22 – Amends the City’s drought plan regulations to allow new turf to be installed in the front yards of single-family dwellings, subject to existing overall turf limitations. Sponsored by: Councilman Steven D. Ross
83. Bill No. 2007-23 – Eliminates the “resolution of intent” process as an alternative process for future rezoning approvals. Proposed by: M. Margo Wheeler, Director of Planning and Development
84. Bill No. 2007-24 – Amends the regulations governing the use of City parks to prohibit persons over the age of twelve years from being within a certain proximity to children’s play areas or play equipment, except under specified circumstances. Proposed by: Karen Coyne, Director of Detention and Enforcement

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

85. 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

86. Public Hearing to assess inspection/reinspection fees and civil penalties located at 920 W. Bonanza Road. PROPERTY OWNER: MOULIN ROUGE PROPERTIES LLC – Ward 5 (Williams)
87. Public Hearing to assess inspection/reinspection fees and civil penalties located at 1001 W. McWilliams Avenue. PROPERTY OWNER: MOULIN ROUGE PROPERTIES – Ward 5 (Williams)
88. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance and assess civil penalties located at 4319 Fulton Place. PROPERTY OWNER: KATHERINE M. PAOLA - Ward 1 (Tarkanian)

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - CONSENT

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

89. EOT-20771 - APPLICANT: JAMES E. STROH, ARCHITECT, INC. - OWNER: DECATUR III, LLC - Request for an Extension of Time of an approved Rezoning (Z-0018-01) FROM: R-E (Residence Estates) TO: C-1 (Limited Commercial) on 3.6 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APN 125-25-601-022), Ward 6 (Ross). Staff recommends APPROVAL
90. EOT-20772 - APPLICANT: JAMES E. STROH, ARCHITECT, INC. - OWNER: DECATUR III, LLC - Request for an Extension of Time of approved Site Development Plan Reviews [(Z-0018-01(1), Z-0109-97(1), Z-0110-97(2))] WHICH ALLOWED A PROPOSED 262,640 SQUARE FOOT RETAIL COMMERCIAL DEVELOPMENT on 27.6 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APN 125-25-601-022 and 023), R-E (Residential Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends APPROVAL

91. EOT-21097 - APPLICANT/OWNER: LAKE EAST PARTNERS, LLC - Request for an Extension of Time of an approved Site Development Plan Review (SDR-6058) FOR THE PROPOSED CONVERSION OF AN EXISTING 448 UNIT APARTMENT PROJECT TO A CONDOMINIUM DEVELOPMENT on 20.00 acres at 3001 Lake East Drive (APNs 163-08-701-001 and 163-08-603-001), R-PD23 (Residential Planned Development - 23 Units per Acre) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL
92. EOT-21098 - APPLICANT/OWNER: LAKE STARBOARD PARTNERS, LLC - Request for an Extension of Time of an approved Site Development Plan Review (SDR-6057) FOR THE PROPOSED CONVERSION OF AN EXISTING 448 UNIT APARTMENT PROJECT TO A CONDOMINIUM DEVELOPMENT on 19.68 acres at 8600 Starboard Drive (APN 163-08-601-005), R-PD23 (Residential Planned Development - 23 Units per Acre) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

93. MSH-21013 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to amend the Master Plan of Streets and Highways TO SELECT THE NORTHERN ALTERNATIVE FREEWAY/EXPRESSWAY ALIGNMENT KNOWN AS MOUNTAINS EDGE PARKWAY AS THE PERMANENT ALIGNMENT ON THE MASTER PLAN OF STREETS AND HIGHWAYS AND TO REMOVE THE SOUTHERN ALTERNATIVE FREEWAY/EXPRESSWAY ALIGNMENT FROM THE MASTER PLAN OF STREETS AND HIGHWAYS BETWEEN GRAND TETON ROAD AND FORT APACHE ROAD, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
94. DIR-21605 - PUBLIC HEARING - KYLE ACQUISITION GROUP, LLC - Consideration and possible action regarding the Development Agreement for the Kyle Canyon Development on approximately 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-001-001 and 002; 125-06-002-001, 002, 003 and 009; 125-07-101-001 and 002; 125-07-201-001 and 002; 125-07-301-001 and 002; 125-07-401-001 and 002; 125-07-501-001 and 002; 125-07-601-001 and 002; and 126-12-000-001), Ward 6 (Ross). NOTE: To be heard in conjunction with Morning Session Item 73
95. ZON-20543 - PUBLIC HEARING - APPLICANT/OWNER: KYLE ACQUISITION GROUP, LLC - Request for Rezoning FROM: R-E (RESIDENCE ESTATES) AND U (UNDEVELOPED) TND (TRADITIONAL NEIGHBORHOOD DEVELOPMENT) LAND USE DESIGNATION] TO: TD (TRADITIONAL DEVELOPMENT) on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-001-001 and 002; 125-06-002-001, 002, 003 and 009; 125-07-101-001 and 002; 125-07-201-001 and 002; 125-07-301-001 and 002; 125-07-401-001 and 002; 125-07-501-001 and 002; 125-07-601-001 and 002; and 126-12-000-001), Ward 6 (Ross). NOTE: To be heard in conjunction with Morning Session Item 73
96. ZON-20185 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL RILEY DEVELOPMENT - Request for a Rezoning FROM: U (UNDEVELOPED) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION] TO: T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION] on 1.61 acres approximately 1000 feet west of the intersection of West Centennial Parkway and Grand Montecito Parkway (APN 125-20-803-006), Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
97. SDR-20186 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL RILEY DEVELOPMENT - Request for a Site Development Plan Review FOR A TWO STORY, 21,730 SQUARE FOOT MEDICAL OFFICE BUILDING AND A WAIVER TO ALLOW NO LANDSCAPE BUFFER ALONG THE WEST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED on 1.61 acres approximately 1000 feet west of the intersection of West Centennial Parkway and Grand Montecito Parkway (APN 125-20-803-006), U (Undeveloped) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation] [PROPOSED: T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center)] Special Land Use Designation], Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
98. ZON-20200 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-V (CIVIC) on 18.4 acres located at 2100 East St. Louis Avenue (APN 162-01-401-011), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
99. SDR-20201 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR THE RENOVATION OF AN EXISTING PUBLIC PARK on 18.4 acres located at 2100 East St. Louis Avenue (APN 162-01-401-011), R-1 (Single Family Residential) Zone [PROPOSED: C-V (Civic)], Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

- 100.ZON-19444 - PUBLIC HEARING - APPLICANT/OWNER: NADER ZEIGHAMI - Request for a Rezoning FROM R-E: (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 0.48 acres located on the northwest corner of Decatur Boulevard and Auburn Avenue (APN 138-24-511-012), Ward 5 (Williams). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 101.VAR-20027 - PUBLIC HEARING - APPLICANT: WILLOW PINES RANCH - OWNER: SELECTIVE HOLDINGS, INC - Request for a Variance TO ALLOW NON-HABITABLE ACCESSORY STRUCTURES (HORSE FACILITIES) TO BE 21,122 SQUARE FEET WHERE 3,136 SQUARE FEET IS THE MAXIMUM ALLOWED on 4.45 acres located at 5770 West Rosada Way (APN 125-36-301-010), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 102.SUP-20198 - PUBLIC HEARING - APPLICANT: RED ROCK MOTORCYCLES SALES - OWNER: SUMMIT GLOBAL LLC - Request for a Special Use Permit FOR MOTORCYCLE/MOTOR SCOOTER SALES at 2260 South Rainbow Boulevard (APNs 163-02-415-002 and 016), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 103.SDR-20196 - PUBLIC HEARING - APPLICANT: RED ROCK MOTORCYCLES SALES - OWNER: SUMMIT GLOBAL LLC - Request for a MAJOR MODIFICATION OF AN APPROVED PLOT PLAN REVIEW [Z-0045-88(1)] FOR AN EXISTING BUILDING IN CONJUNCTION WITH A PROPOSED MOTORCYCLE/MOTOR SCOOTER SALES DEALERSHIP on 7.73 acres at 2260 South Rainbow Boulevard (APNs 163-02-415-002 and 016), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 104.SUP-20184 - PUBLIC HEARING - APPLICANT: LAS VEGAS CARRIAGES LLC - OWNER: BAPTIST MISSION TO ENGLAND, INC - Request for a Special Use Permit FOR HORSE DRAWN CARRIAGE RIDES at 1060 South Main Street (APN 139-33-811-013), C-M (Commercial/Industrial) Zone, Ward 3 (Reese). NOTE: To be heard in conjunction with Morning Session Item 74. The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 105.SUP-20189 - PUBLIC HEARING - APPLICANT: AACCESS BAIL BONDS - OWNER: OSVALDO FUMO - Request for a Special Use Permit FOR A BAILBOND SERVICE at 117 Gass Street (APN 139-34-310-029), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 106.SDR-20124 - PUBLIC HEARING - APPLICANT: THE ANIMAL FOUNDATION - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR AN EXISTING 1,900 SQUARE-FOOT VETERINARY SCHOOL, 4,116 SQUARE-FOOT ANIMAL SHELTER, 1,900 SQUARE-FOOT OFFICE, AND A PROPOSED BARN AND RESTROOM FACILITY on 8.39 acres adjacent to the southwest corner of Harris Avenue and Mojave Road (APN 139-25-405-008), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 107.SDR-20178 - PUBLIC HEARING - APPLICANT: LEVITZ HOME FURNITURE - OWNER: CONSTANTINO NOVAL NEVADA LLC. - Request for a Site Development Plan Review FOR A PROPOSED FREESTANDING SIGN, 80-FEET IN HEIGHT WITHIN 200 FEET OF THE US 95 HIGHWAY on 8.19 acres at 81 South Martin Luther King Boulevard (APN 139-33-510-002), M (Industrial) Zone, Ward 5 (Williams). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 108.VAC-19628 - PUBLIC HEARING - OWNER/APPLICANT: BARBARA J. FARMANALI - Petition to vacate a drainage easement generally located on the north side of Centennial Parkway, approximately 645 feet east of Leon Avenue, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 109.VAC-19867 - PUBLIC HEARING - APPLICANT: LAS VEGAS CIVIL ENGINEERING - OWNER: RUTHERFORD MCKINNEY - Petition to Vacate a 20-foot wide section of public right-of-way generally located west of D Street, north of Owens Avenue and south of Leonard Avenue, Ward 5 (Williams). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 110.RQR-20054 - ABEYANCE ITEM - 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

- 111.SUP-18347 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC
- Request for a Special Use Permit FOR A PROPOSED 800 SQUARE FOOT CAR WASH, FULL SERVICE on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 112.SUP-18630 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC
- Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN A PROPOSED SERVICE STATION WITHOUT AUTOMOTIVE REPAIR on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 113.SDR-18349 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LLC -
Request for a Major Amendment to an approved Site Development Plan Review FOR A PROPOSED 4,056 SQUARE-FOOT SERVICE STATION WITHOUT AUTOMOTIVE REPAIR, AN 800 SQUARE FOOT CAR WASH, FULL SERVICE, AND A 2,700 SQUARE FOOT RESTAURANT WITH DRIVE-THROUGH on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 114.GPA-18776 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS AVEMARIA - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: R (RURAL DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL) on 0.61 acres at 5200 Vegas Drive (APN 138-24-801-027), Ward 5 (Williams). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 115.ZON-18773 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS AVEMARIA - Request for a Rezoning FROM: O (OFFICE) AND R-D (SINGLE FAMILY RESIDENTIAL - RESTRICTED) TO: C-1 (LIMITED COMMERCIAL) on 0.61 acres at 5200 Vegas Drive (APN 138-24-801-027), Ward 5 (Williams). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 116.SUP-18774 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS AVEMARIA - Request for a Special Use Permit FOR AN EXISTING BUILDING MAINTENANCE SERVICE AND SUPPLY ESTABLISHMENT at 5200 Vegas Drive (APN 138-24-801-027), O (Office) and R-D (Single Family Residential - Restricted) Zones [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Williams). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 117.SDR-19330 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS AVEMARIA - Request for a Site Development Plan Review FOR A 1,548 SQUARE-FOOT OFFICE DEVELOPMENT WITH WAIVERS TO ALLOW NO PERIMETER LANDSCAPE BUFFERS ALONG THE NORTH AND EAST PROPERTY LINES AND A PORTION OF THE WEST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A FOUR-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG THE SOUTH PROPERTY LINE WHERE 15 FEET IS REQUIRED on 0.61 acres at 5200 Vegas Drive (APN 138-24-801-027), O (Office) and R-D (Single Family Residential-Restricted) Zones [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Williams). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL
- 118.GPA-20150 - PUBLIC HEARING - APPLICANT: DIAMOND SPRINGS LLC - OWNER: FIRST SOUTHERN BAPTIST CHURCH - Request to Amend a portion of the Southeast Sector Plan of the Master Plan FROM: PF (PUBLIC FACILITIES) TO: O (OFFICE) on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN-162-03-801-135), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
- 119.ZON-20151 - PUBLIC HEARING - APPLICANT: DIAMOND SPRINGS LLC - OWNER: FIRST SOUTHERN BAPTIST CHURCH - Request for a Rezoning FROM: C-V (Civic) TO: O (OFFICE) on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN-162-03-801-135), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

- 120.VAR-20152 - PUBLIC HEARING - APPLICANT: DIAMOND SPRINGS LLC - OWNER: FIRST SOUTHERN BAPTIST CHURCH - Request for a Variance TO ALLOW A TWO-STORY 35 FOOT HIGH OFFICE BUILDING 15 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 105 FEET on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN-162-03-801-135), C-V (Civic) Zone [PROPOSED: O (OFFICE) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
- 121.SDR-20149 - PUBLIC HEARING - APPLICANT: DIAMOND SPRINGS LLC - OWNER: FIRST SOUTHERN BAPTIST CHURCH - Request for a Site Development Plan Review FOR A PROPOSED 11,110 SQUARE FOOT OFFICE BUILDING on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN-162-03-801-135), C-V (Civic) Zone [PROPOSED: O (Office) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
- 122.ZON-18208 - ABEYANCE ITEM - 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
- 123.GPA-20175 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT GROUP, INC. - OWNER: FLETCHER JONES, SR. TRUST - Request to amend a portion of the Southeast Sector Plan of the Master Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.54 acres on property located on the north side of Alta Drive, approximately 500-feet west of Decatur Boulevard, (APN 138-36-713-028 and 138-36-713-029) Ward 1 (Tarkanian). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 124.ZON-19128 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT GROUP, INC. - OWNER: FLETCHER JONES, SR. TRUST - Request for a Rezoning FROM R-3 (MEDIUM DENSITY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL) on 0.26 acres on property located on the north side of Alta Drive, approximately 600-feet west of Decatur Boulevard (APN 138-36-713-028), Ward 1 (Tarkanian). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 125.GPA-20188 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD - OWNER: CITY OF LAS VEGAS - Request to Amend a portion of the Southeast Sector Plan of the Master Plan FROM: PF (PUBLIC FACILITIES) TO: M (MEDIUM DENSITY RESIDENTIAL) on 3.98 acres on the northwest corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), Ward 3 (Reese). The Planning Commission (4-2 vote on a motion for approval) failed to obtain a super majority vote which is tantamount to DENIAL. Staff recommends APPROVAL
- 126.ZON-20192 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD - OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) UNDER A RESOLUTION OF INTENT TO C-V (CIVIC) ZONE TO: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) on 3.98 acres on the northwest corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), Ward 3 (Reese). The Planning Commission (4-2 vote) and staff recommend APPROVAL
- 127.WVR-20191 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD - OWNER: CITY OF LAS VEGAS - Request for a Waiver of Title 18.12.100 TO ALLOW PRIVATE STREETS TO BE 24 FEET WIDE WHERE 37 FEET IS THE MINIMUM FOR A PROPOSED 56-UNIT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION ON 3.98 ACRES located on the northwest corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), C-1 (Limited Commercial) Zone, under a Resolution of Intent to C-V (Civic) Zone, [PROPOSED: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) Zone], Ward 3 (Reese). The Planning Commission (4-2 vote) and staff recommend APPROVAL
- 128.VAR-20193 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD - OWNER: CITY OF LAS VEGAS - Request for a Variance TO ALLOW A RESIDENTIAL PLANNED DEVELOPMENT ON 3.98 ACRES WHERE FIVE ACRES IS THE MINIMUM REQUIRED FOR A PROPOSED 56-UNIT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION located on the northwest corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), C-1 (Limited Commercial) Zone, under a Resolution of Intent to C-V (Civic) Zone, [PROPOSED: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL

129. VAR-20190 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD. - OWNER: CITY OF LAS VEGAS - Request for a Variance TO ALLOW 2,059 SQUARE FEET OF OPEN SPACE WHERE 40,249 SQUARE FEET IS REQUIRED FOR A PROPOSED 56-UNIT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION on 3.98 acres located at the northwest corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), C-1 (Limited Commercial) Zone, under a Resolution of Intent to C-V (Civic) Zone, [PROPOSED: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (3-3 tie vote on a motion for approval) NO RECOMMENDATION
130. SDR-20187 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 56-UNIT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION OF THREE-STORY (38.5-FOOT HIGH) HOMES ON 3.98 ACRES, located on the northeast corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), C-1 (Limited Commercial) Zone, under a Resolution of Intent to C-V (Civic) Zone, [PROPOSED: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (3-3 tie vote on a motion for approval) NO RECOMMENDATION
131. ZON-19210 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION CO. - OWNER: TOWNE VISTAS, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) ZONE [M-TC (MEDIUM DENSITY RESIDENTIAL - TOWN CENTER) GENERAL PLAN DESIGNATION] TO: T-C (TOWN CENTER) ZONE [M-TC (MEDIUM DENSITY RESIDENTIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION] on 4.62 acres on the south side of Echelon Point Drive, 350 feet east of Campbell Road (APN 125-20-301-015), Ward 6 (Ross). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
132. VAR-19853 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION CO. - OWNER: TOWNE VISTAS, LLC - Request for a Variance TO ALLOW A PROPOSED CONDOMINIUM BUILDING TO BE 55 FEET FROM THE NORTH PROPERTY LINE WHERE THE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A SETBACK OF 173 FEET on 4.62 acres on the south side of Echelon Point Drive, 350 feet east of Campbell Road (APN 125-20-301-015), U (Undeveloped) Zone [M-TC (Medium Density Residential- Town Center) General Plan Designation] To: T-C (Town Center) [M-TC (Medium Density Residential - Town Center)] Special Land Use Designation] Ward 6 (Ross). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
133. SDR-19211 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION CO. - OWNER: TOWNE VISTAS LLC - Request for a Site Development Plan Review FOR A 115-UNIT CONDOMINIUM DEVELOPMENT COMPOSED OF TWO FIVE-STORY BUILDINGS on 4.62 acres on the south side of Echelon Point Drive, 350 feet east of Campbell Road (APN 125-20-301-015), U (Undeveloped) Zone [M-TC (Medium Density Residential- Town Center) General Plan Designation] [PROPOSED: T-C (Town Center) Zone] [M-TC (Medium Density Residential - Town Center)] Special Land Use Designation], Ward 6 (Ross). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
134. ZON-19647 - PUBLIC HEARING - APPLICANT: PLATINUM REALTY AND DEVELOPMENT - OWNER: CRAIG 95 LLC C/O ABRAR MANAGEMENT - Request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] TO: C-1 (LIMITED COMMERCIAL) on 3.53 acres on the south side of Craig Road, west of U.S. 95 (APN 138-03-701-003), Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
135. SDR-19643 - PUBLIC HEARING - APPLICANT: PLATINUM REALTY AND DEVELOPMENT - OWNER: CRAIG 95 LLC C/O ABRAR MANAGEMENT - Request for a Site Development Plan Review FOR A 37,925 SQUARE FOOT COMMERCIAL CENTER AND WAIVERS OF PERIMETER LANDSCAPE BUFFER STANDARD TO ALLOW NO LANDSCAPING ALONG THE SOUTH AND EAST PROPERTY LINES WHERE AN 8-FOOT WIDE BUFFER IS REQUIRED AND A 2-FOOT WIDE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE AN 8-FOOT WIDE BUFFER IS REQUIRED on 3.53 acres on the south side of Craig Road, west of U.S. 95 (APN 138-03-701-003), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial)], Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
136. ZON-20397 - PUBLIC HEARING - APPLICANT/OWNER: LUIS ROJAS - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.16 acres at 802 East Bonneville Avenue (APN 139-34-810-050), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

- 137.VAR-20398 - PUBLIC HEARING - APPLICANT/OWNER: LUIS ROJAS - Request for a Variance to ALLOW EIGHT PARKING SPACES WHERE 18 PARKING SPACES ARE REQUIRED on 0.16 acres at 802 East Bonneville Avenue (APN 139-34-810-050), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
- 138.VAR-20399 - PUBLIC HEARING - APPLICANT/OWNER: LUIS ROJAS - Request for a Variance to ALLOW A LOT WIDTH OF 50 FEET WHERE 60 FEET IS REQUIRED, TO ALLOW 60% LOT COVERAGE WHERE A MAXIMUM LOT COVERAGE OF 50% IS REQUIRED, TO ALLOW A REAR YARD SETBACK OF 13.33 FEET WHERE 15 FEET IS REQUIRED, TO ALLOW A SIDE YARD SETBACK OF ZERO FEET WHERE FIVE FEET IS REQUIRED, AND TO ALLOW A SIDE STREET (CORNER) SETBACK OF 6.5 FEET WHERE 15 FEET IS REQUIRED on 0.16 acres at 802 East Bonneville Avenue (APN 139-34-810-050), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
- 139.SDR-19675 - PUBLIC HEARING - APPLICANT/OWNER: LUIS ROJAS - Request for a Site Development Plan Review FOR A PROPOSED 5,376 SQUARE-FOOT OFFICE BUILDING AND A WAIVER OF THE PERIMETER LANDSCAPE BUFFER STANDARD TO ALLOW A FOUR FOOT LANDSCAPE BUFFER ON THE CORNER SIDE WHERE A 15 FOOT LANDSCAPE BUFFER IS REQUIRED AND A ZERO FOOT LANDSCAPE BUFFER ON THE SIDE AND REAR WHERE AN EIGHT FOOT LANDSCAPE BUFFER IS REQUIRED, AND TO ALLOW SIX PERIMETER LANDSCAPE BUFFER TREES WHERE NINE TREES ARE REQUIRED on 0.16 acres at 802 East Bonneville Avenue (APN 139-34-810-050), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
- 140.ZON-20507 - PUBLIC HEARING - APPLICANT/OWNER: LIVEWORK, LLC - Request for a Rezoning FROM: P-R (PROFESSIONAL OFFICE AND PARKING), C-1 (LIMITED COMMERCIAL), AND C-2 (GENERAL COMMERCIAL) TO: C-1 (LIMITED COMMERCIAL) on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 141.SUP-20519 - PUBLIC HEARING - APPLICANT/OWNER: LIVEWORK, LLC - Request for a Special Use Permit FOR A 12-STORY MIXED-USE DEVELOPMENT INCLUDING 58,000 SQUARE FEET OF COMMERCIAL SPACE AND 1,100 RESIDENTIAL CONDOMINIUM UNITS at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), P-R (Professional Office and Parking), C-1 (Limited Commercial), and C-2 (General Commercial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 142.VAC-20522 - PUBLIC HEARING – APPLICANT/OWNER: LIVEWORK, LLC - Petition to Vacate a 20-foot service alley and access easement generally located east of 3rd Street commencing approximately 137 feet south of the southeast corner of 3rd Street and Charleston Boulevard, Ward 3 (Reese). The Planning Commission (5-1-1 vote) and staff recommend APPROVAL
- 143.SDR-20502 - PUBLIC HEARING – APPLICANT/OWNER: LIVEWORK, LLC - Request for a Site Development Plan Review FOR A 12-STORY MIXED-USE DEVELOPMENT INCLUDING 58,000 SQUARE FEET OF COMMERCIAL SPACE AND 1,100 RESIDENTIAL CONDOMINIUM UNITS on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), P-R (Professional Office And Parking), C-1 (Limited Commercial) and C-2 (General Commercial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 144.SDR-20492 - PUBLIC HEARING - APPLICANT: LIVEWORK, LLC - OWNER: LEAH PROPERTY, LLC - Request for a Site Development Plan Review FOR A 120-FOOT HIGH 1,500 SPACE PARKING STRUCTURE WITH 12,000 SQUARE FEET OF GROUND FLOOR COMMERCIAL on 0.63 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue (APNs 139-34-410-056, 057, 058 and 059), C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

- 145.ZON-20602 - PUBLIC HEARING - APPLICANT/OWNER: LIVING WATERS BAPTIST CHURCH - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-2 (MEDIUM DENSITY RESIDENTIAL) on 2.88 acres on the east side of Sandhill Road, approximately 630 feet north of Washington Avenue (APN 140-30-601-006), R-E (Residential Estates) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 146.SUP-19483 - PUBLIC HEARING - APPLICANT/OWNER: LIVING WATER BAPTIST CHURCH - Request for a Special Use Permit FOR A CHURCH/HOUSE OF WORSHIP on the east side of Sandhill Road, approximately 630 feet north of Washington Avenue (APN 140-30-601-006), R-E (Residential Estates) Zone [PROPOSED: R-2 (Medium Density Residential) Zone], Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 147.SDR-19484 - PUBLIC HEARING - APPLICANT/OWNER: LIVING WATERS BAPTIST CHURCH - Request for a Site Development Plan Review FOR A 10,327 SQUARE FOOT CHURCH AND A WAIVER TO ALLOW NO LANDSCAPING ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE A MINIMUM EIGHT FOOT WIDE BUFFER IS REQUIRED on 2.88 acres on the east side of Sandhill Road, approximately 630 feet north of Washington Avenue (APN 140-30-601-006), R-E (Residential Estates) Zone [PROPOSED: R-2 (Medium Density Residential) Zone], Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 148.VAR-18090 - PUBLIC HEARING - APPLICANT/OWNER: FAIRFIELD HUALAPAI, LLC - Request for a Variance of the CLIFF'S EDGE MASTER DEVELOPMENT PLAN AND DESIGN GUIDELINES SECTION 3.2.1 TO ALLOW A BALCONY TO BALCONY SEPARATION OF 24 FEET WHERE 30 FEET IS REQUIRED AND TO ALLOW A SETBACK OF TWO FEET FROM A LIVING AREA, PORCH, STOOP, AND SIDEWALK WHERE TEN FEET IS REQUIRED on a portion of 15.69 acres at the southwest corner of Hualapai Way and Elkhorn Road (APN 126-24-510-003), PD (Planned Development) Zone [VC (Village Commercial) Cliff's Edge Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 149.SDR-18031 - PUBLIC HEARING - APPLICANT/OWNER: FAIRFIELD HUALAPAI, LLC - Request for a Site Development Plan Review FOR A CLIFF'S EDGE MIXED-USE DEVELOPMENT CONSISTING OF 218 PROPOSED CONDOMINIUM UNITS AND A THREE BUILDING, 32,400 SQUARE-FOOT RETAIL DEVELOPMENT on 15.69 acres at the southwest corner of Hualapai Way and Elkhorn Road (APN 126-24-510-003), PD (Planned Development) Zone [VC (Village Commercial) Cliff's Edge Special Land Use Designation], Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 150.VAR-18984 - PUBLIC HEARING - APPLICANT/OWNER: SPANISH VILLAS AT SAHARA, LLC - Request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED on 7.68 acres at 3100-3190 West Sahara Avenue (APN 162-05-403-001 through 003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 151.SDR-18693 - PUBLIC HEARING - APPLICANT/OWNER: SPANISH VILLAS AT SAHARA, LLC - Request for a Site Development Plan Review FOR A FOUR-STORY, 42,000 SQUARE-FOOT OFFICE BUILDING, WITH A 2,450 SQUARE-FOOT RESTAURANT WITH DRIVE-THROUGH, A 14,550 SQUARE-FOOT GENERAL RETAIL ESTABLISHMENT WITH DRIVE-THROUGH AND A WAIVERS TO ALLOW PERIMETER LANDSCAPE BUFFER WIDTHS OF FIVE FEET ALONG THE EAST PROPERTY LINE; TWO FEET ALONG THE SOUTH PROPERTY LINE; SIX FEET ALONG THE WEST PROPERTY LINE WHERE 15 FEET IS THE MINIMUM REQUIRED AND TO ALLOW INTERIOR LANDSCAPE BUFFER WIDTH OF SIX FEET WHERE EIGHT FEET IS THE MINIMUM REQUIRED ALONG THE NORTH PROPERTY LINE on 7.68 acres at 3100-3190 West Sahara Avenue (APNs 162-05-403-001 through 003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 152.WVR-19784 - PUBLIC HEARING - APPLICANT/OWNER: FAIRWAY CHEVROLET COMPANY - Request for a Waiver to Title 18.12.130 TO ALLOW NO CIRCULAR CUL-DE-SAC AT THE TERMINATION OF SCARLET OAK AVENUE on 8.2 acres at 3200 East Sahara Avenue (APN 162-01-801-016), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 153.SUP-19359 - PUBLIC HEARING - APPLICANT/OWNER: FAIRWAY CHEVROLET COMPANY - Request for a Special Use Permit TO ALLOW A MOTOR VEHICLE SALES (NEW) FACILITY AND A WAIVER TO ALLOW SERVICE BAYS TO FACE THE PUBLIC RIGHT-OF-WAY at 3100-3200 East Sahara Avenue (APNs 162-01-801-014 through 016), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

- 154.SDR-19363 - PUBLIC HEARING - APPLICANT/OWNER: FAIRWAY CHEVROLET COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 251,828 SQUARE-FOOT MOTOR VEHICLE SALES (NEW) FACILITY on 17.01 acres at 3100-3200 East Sahara Avenue (APNs 162-01-801-014 through 016), C-2 (General Commercial) Zone, Ward 3 (Reese). NOTE: THIS APPLICATION IS BEING AMENDED TO ADD A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFER ALONG THE EAST PROPERTY LINE WHERE AN 8 FOOT PERIMETER LANDSCAPE BUFFER IS REQUIRED. The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 155.ROC-19273 - PUBLIC HEARING - APPLICANT: AAG-LAS VEGAS - OWNER: MUSTANG MAN, LLC. - This is an appeal filed by the applicant from the denial by the Planning Commission of a request for a Review of Condition Number 18 of an approved Reclassification of Property (Z-0045-88) TO ALLOW AUTO DEALER INVENTORY STORAGE WHERE THE ORIGINAL CONDITION STATED THAT THERE SHALL BE NO OUTDOOR STORAGE OF ANY KIND on 1.61 acres at 6750 West Sahara Avenue (APN 163-02-415-012), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
- 156.SUP-19103 - PUBLIC HEARING - APPLICANT: AAG-LAS VEGAS, LLC - OWNER: MUSTANG MAN, LLC - This is an appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED AUTO DEALER INVENTORY STORAGE LOCATION WITH A WAIVER OF THE REQUIREMENT THAT STORED VEHICLES BE EFFECTIVELY SCREENED SO AS NOT TO BE VISIBLE FROM ADJOINING PROPERTIES OR PUBLIC RIGHTS-OF-WAY at 6750 West Sahara Avenue (APN 163-02-415-012), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
- 157.SUP-19754 - PUBLIC HEARING - APPLICANT: NASIR KOSA - OWNER: ADMOOR YALDA - This is an appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit FOR AN ACCESSORY PACKAGE LIQUOR OFF-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING RETAIL BUSINESS at 1510 East Sahara Avenue (APN 162-02-411-019), C-1 (Limited Commercial) Zone, Ward 3 (Reese). NOTE: To be heard in conjunction with Morning Session Item 64. The Planning Commission (6-0 vote) and staff recommend DENIAL
- 158.SUP-20138 - PUBLIC HEARING - APPLICANT: STEVE OKOSISI AND SUSAN NWOGBE - OWNER: TECH RETAIL CENTER - Request for a Special Use Permit FOR A BEER/WINE/COOLER ON SALE ESTABLISHMENT IN CONJUNCTION WITH A PROPOSED RESTAURANT at 2400 North Buffalo Drive, Suite #145 (APN 138-15-402-001), C-1 (Limited Commercial), Ward 4 (Brown). NOTE: THE APPLICANT HAS REQUESTED THIS APPLICATION BE WITHDRAWN WITHOUT PREJUDICE. The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 159.SUP-20214 - PUBLIC HEARING - APPLICANT: ALFREDO'S ITALIAN BISTRO - OWNER: PARKVALE PARTNERS, LLC. - Request for a Special Use Permit FOR THE ADDITION OF A BEER/WINE/COOLER ON-SALE USE TO AN EXISTING RESTAURANT AND A WAIVER TO ALLOW A 300 FOOT SEPARATION DISTANCE FROM AN EXISTING CHURCH WHERE A 400 FOOT SEPARATION DISTANCE IS REQUIRED at 4275 North Rancho Drive, Suite #130 (APN 138-02-712-012), C-2 (General Commercial) Zone, Ward 6 (Ross). NOTE: To be heard in conjunction with Morning Session Item 60. The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 160.SUP-20477 - PUBLIC HEARING - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT - Request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT (TAVERN) WITH A WAIVER TO ALLOW A LIQUOR ESTABLISHMENT (TAVERN) USE 80 FEET FROM A CHILD CARE CENTER, 100 FEET FROM A CHURCH, 1,200 FEET FROM A PUBLIC SCHOOL AND 1,400 FEET FROM A CITY PARK WHERE A DISTANCE SEPARATION OF 1,500 FEET IS REQUIRED on 80.48 acres at 317 South Valley View Boulevard (a portion of APN 139-31-602-003), C-V (Civic) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 161.RQR-20962 - PUBLIC HEARING - APPLICANT: HYUNJA KANG - OWNER: WATKINS INVESTMENTS, LIMITED PARTNERSHIP - Required Six Month Review of an approved Special Use Permit (SUP-11589) that allowed A PROPOSED SWAP MEET at 4821 West Craig Road (APN 138-01-712-006 and 008), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL
- 162.RQR-18626 - PUBLIC HEARING - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: COG III, LTD - Required One Year Review of an approved Special Use Permit (SUP-2758) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1110 South Rainbow Boulevard (APN 163-02-101-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

- 163.RQR-18680 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: RANCHO DRIVE, LLC - Required One-Year Review of an approved Special Use Permit (U-0037-95) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 4950 Rancho Drive (APN 125-35-401-001), C-1 (Limited Commercial) Zone, Ward 6 (Ross). The Planning Commission (4-2 vote) and staff recommend DENIAL
- 164.RQR-17661 - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: NEVADA COMMERCE BANK - Required Two Year Review of an approved Special Use Permit (U-0023-95) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3200 Valley View Boulevard (APN 162-08-410-018), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (3-2 vote) recommends APPROVAL
- 165.RQR-17763 - REQUIRED TWO YEAR REVIEW - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z & Z INVESTMENT COMPANY - Required Two Year Review of an approved Special Use Permit (U-0018-95) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2350 North Rainbow Boulevard (APN 138-23-110-001), C-1 (Limited Commercial) Zone, Ward 5 (Williams). Staff recommends DENIAL. The Planning Commission (3-3 tie vote on a motion for approval) NO RECOMMENDATION
- 166.RQR-17764 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: FOSTER DAY CORPORATION - Required Two Year Review of an approved Special Use Permit (U-0036-95) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2401 North Decatur Boulevard (APN 138-13-801-083), C-1 (Limited Commercial) Zone, Ward 5 (Williams). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
- 167.RQR-18678 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z J & R PROPERTIES, LLC - Required Two Year Review of an Approved Special Use Permit (U-0043-94) WHICH ALLOWED A 55 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3920 West Charleston Boulevard (APN 139-31-801-018), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 168.RQR-18679 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: AMBER INVESTMENT COMPANY - Required Two-Year Review of an approved Special Use Permit (U-0052-95) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF PREMISE ADVERTISING (BILLBOARD) SIGN at 336 West Sahara Avenue (APN 162-04-806-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 169.RQR-18714 - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: RICHARD E. WILKIE - Required Two Year Review of an approved Special Use Permit (SUP-4690), WHICH ALLOWED A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2001 Western Avenue (APN 162-04-703-010), M (Industrial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 170.RQR-18896 - PUBLIC HEARING - APPLICANT: PEYMAN MASACHI - OWNER: RANCHO ALLEN, LLC - Required Two-Year Review of an approved Special Use Permit (U-0080-96) WHICH ALLOWED FOUR (4) 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGNS adjacent to the east side of Rancho Drive, south of Coran Lane (APN 139-19-705-001), C-2 (General Commercial) Zone, Ward 5 (Williams). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

SET DATE

- 171.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

172. 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

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

EXHIBIT C

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE
DISTRICTS 404, 707 808, 809 and
VARIOUS OTHER DISTRICTS

The undersigned, Beverly K. Bridges, City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit 1 hereto, I caused to be mailed a Notice in substantially the form attached hereto as Exhibit 2 to the persons described in paragraph 2 hereof on July 10, 2007 being at least 20 days before the sale, which was held on July 31, 2007.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

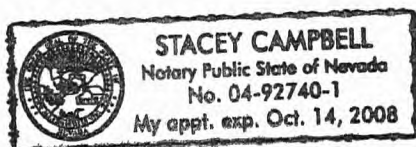
3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 404, 707, 808, 809, and various other districts until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this 4th day of September, 2007.


Beverly K. Bridges, CMC City Clerk

SUBSCRIBED AND SWORN TO before me this 4th day of September, 2007, by Beverly K. Bridges, City Clerk, City of Las Vegas, Nevada.

(SEAL)



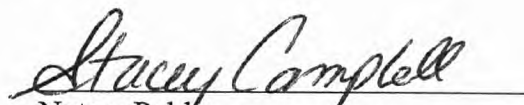

Notary Public

EXHIBIT 1

STATE OF NEVADA)
 :ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE

The undersigned Keith B. Davis, the President of Assessment Management Group of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

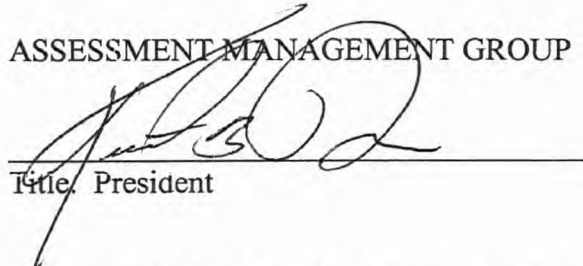
1. Pursuant to Section 3 of the resolution attached hereto, I mailed a Notice in substantially the form attached on the attachment hereto marked Exhibit 2 to the persons described in paragraph 2 hereof on July 10, 2007, being at least 20 days before the sale, which was held on July 31, 2007.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 404, 707, 808, 809, and various other districts until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this 16th day of July, 2007

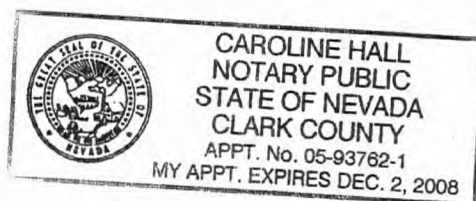
ASSESSMENT MANAGEMENT GROUP



Title: President

SUBSCRIBED AND SWORN TO before me this 16th day of July, 2007, by Keith B. Davis, President of Assessment Management Group.

(SEAL)





Notary Public

EXHIBIT 2

(Attach Copy of Notice as Mailed)

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on Tuesday, July 31, 2007, at the Council Chambers, Las Vegas City Hall Complex, 400 Stewart, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments in the City's Special Assessment Districts Nos. 404, 707 808, 809, and various districts to the City of Las Vegas:

Name of Owner	Description of Property	Total Amount Due Prior to 7/31/07	*Total Amount Due on Date of Sale
DALTON RICHARD District: 404 (7006)	137-25-715-017 010416 AMERICAN FALLS LN DISCOVERY POINTE UNIT 1, PLAT BOOK 75 PAGE 60 LOT 68 BLOCK B	\$587.83	\$1,621.25
MACRIS MICHAEL N & VALERIE A District: 404 (7006)	137-25-715-034 000508 CARLTON KAY PL DISCOVERY POINTE UNIT 1, PLAT BOOK 75 PAGE 60 LOT 16 BLOCK C	\$618.16	\$1,651.58
LOEZA DANIELLE District: 404 (7006)	137-25-717-040 000800 CANTERBURY CROSS PL WESTRIDGE AT SUMMERLIN-PHASE 2, PLAT BOOK 76 PAGE 9 LOT 43 BLOCK 3	\$647.26	\$1,771.57
MORA DEBORAH District: 404 (7006)	138-30-215-111 000900 DUCKHORN CT -UT 205 NORTH HALF PARCEL H-VILLAGE 3, PLAT BOOK 78 PAGE 65 UNIT 205 BLDG 10	\$420.33	\$836.72
HILVA MICHAEL PENA ZENON District: 404 (7006)	138-30-215-128 908 DOMNUS LA -UT 202 NORTH HALF PARCEL H-VILLAGE 3, PLAT BOOK 78 PAGE 65 UNIT 202 BLDG 12	\$411.25	\$798.65
ESWAY MARK J District: 404 (7006)	138-30-312-059 000509 PROUD EAGLE LN EAGLE ROCK, PLAT BOOK 73 PAGE 53 LOT 127 BLOCK 2	\$743.86	\$2,169.96
SIBELLA SCOTT & K REV LIV TR District: 404 (7006)	138-30-713-049 000405 ST ANDREWS CT SUMMERLIN VILLAGE 3 CUSTOM LOTS UNIT #2, PLAT BOOK 75 PAGE 99 LOT 116 BLOCK A	\$1,213.40	\$4,105.40
FLANGAS GUS W & TAMARA K District: 404 (7007)	138-17-418-043 002417 HONEYBEE MEADOW WY WILLOW TREE #3 BY LEWIS HOMES, PLAT BOOK 55 PAGE 87 LOT 114 BLOCK C	\$560.29	\$1,400.10
GOSSARD AUSTIN W District: 404 (7007)	138-17-419-024 002428 FLOWER SPRING ST WILLOW TREE #4 BY LEWIS HOMES, PLAT BOOK 55 PAGE 88 LOT 112 BLOCK C	\$642.29	\$1,737.18
VIGGIANI JODINE K District: 404 (7007)	138-18-816-058 002440 GINGER LILY LN PANORAMA POINTE, PLAT BOOK 48 PAGE 26 LOT 104 BLOCK 3	\$527.47	\$1,362.28

MILL CHRISTOPHER & JENNIFER District: 404 (7007)	138-19-110-002 002333 BLOOMINGTON DR AMARANTE AT SUMMERLIN, PLAT BOOK 50 PAGE 95 LOT 1 BLOCK A	\$605.97	\$1,586.09
ZAND-BIGLARI SHAHRIAR KARGAR IDA District: 404 (7007)	138-19-511-015 002316 TINSLEY CT HILLS AT SUMMERLIN-PARCEL C UNIT 1, PLAT BOOK 48 PAGE 68 LOT 104 BLOCK 4	\$515.87	\$1,219.22
SUTTON JACK R District: 404 (7007)	138-19-513-015 009513 AMBER VALLEY LN HILLS @ SUMMERLIN-PARCEL C UNIT 2, PLAT BOOK 50 PAGE 13 LOT 55 BLOCK 3	\$538.49	\$1,311.28
LIM ROGER JR District: 404 (7007)	138-20-111-009 002324 PINION VALLEY DR EVERGREEN IN THE HILLS AT SUMMERLIN, PLAT BOOK 48 PAGE 6 LOT 150 BLOCK A	\$813.76	\$2,432.40
GARVEY CAROLLYNN District: 404 (7007)	138-20-615-015 002009 SEDONA CREEK CI SEDONA IN THE PUEBLO AT SUMMERLIN, PLAT BOOK 49 PAGE 88 LOT 114 BLOCK D	\$683.42	\$1,901.55
BRUN PAVEL V & JENNIFER L District: 404 (7007)	138-20-813-010 001712 MONTE RIO CT SONOMA AT SUMMERLIN BY COLEMAN HOMES-PHASE 1, PLAT BOOK 59 PAGE 2 LOT 59 BLOCK 1	\$845.60	\$2,562.08
DENNIS ADAM M District: 404 (7007)	138-20-820-126 001709 HILLS OF RED DR -UT 201 RED HILLS AT THE PUEBLO AMD, PLAT BOOK 81 PAGE 12 UNIT 4332 BLDG 43	\$459.12	\$988.06
BROWN ROBERT District: 404 (7007)	138-20-820-137 1708 SKY OF RED DR -UT 202 RED HILLS AT THE PUEBLO AMD, PLAT BOOK 81 PAGE 12 UNIT 4631 BLDG 46	\$459.12	\$988.06
BANK LASALLE NATIONAL ASSN TRS District: 404 (7007)	138-21-310-011 008232 SEDONA SUNRISE DR SEDONA IN THE PUEBLO AT SUMMERLIN, PLAT BOOK 49 PAGE 88 LOT 165 BLOCK E	\$762.42	\$2,223.27
EISNER CATHRIN SARA & JAMIE P District: 404 (7007)	138-21-413-028 001717 CRYSTAL CREEK CI TAMARISK-PHASE 1, PLAT BOOK 56 PAGE 100 LOT 105 BLOCK 4	\$641.10	\$1,730.66
DAVENPORT WAYNE District: 404 (7007)	138-21-417-056 008241 CACTUS CANYON CT BONITA CANYON UNIT 2, PLAT BOOK 58 PAGE 71 LOT 122 BLOCK 2	\$584.04	\$1,496.85
WOODS FREDERICK J & DENA F District: 404 (7007)	138-21-417-062 008217 CACTUS CANYON CT BONITA CANYON UNIT 2, PLAT BOOK 58 PAGE 71 LOT 116 BLOCK 2	\$584.04	\$1,496.85

MORADOHILLS INC District: 404 (7007)	138-21-714-004 001813 MORADO HILLS LN SANTA FE-PHASE 4, PLAT BOOK 58 PAGE 67 LOT 56 BLOCK 2	\$581.89	\$1,488.08
GARCIA PAUL M JR & CHRISTINA M District: 404 (7007)	138-21-814-049 1612 INDIAN COVE LA PLATEAU-PHASE 2, PLAT BOOK 56 PAGE 92 LOT 23 BLOCK 2	\$562.35	\$1,408.44
ADKINS VICTOR J District: 404 (7007)	138-21-819-046 001609 GREY BULL WY PLATEAU-PHASE 3, PLAT BOOK 59 PAGE 3 LOT 54 BLOCK 2	\$715.91	\$1,562.00
TARIQ OSMAN District: 404 (7007)	138-30-513-020 009329 EAGLE RIDGE DR MONTAIRE-PHASE 3, PLAT BOOK 58 PAGE 11 LOT 122 BLOCK 7	\$758.05	\$2,205.47
BANK U S NATIONAL ASSN TRS District: 404 (7008)	137-24-515-040 002336 IVORY POINT CT SUNSET CREST, PLAT BOOK 69 PAGE 71 LOT 90 BLOCK C	\$645.22	\$1,759.77
EDMERSON LARRY & LISA ANN District: 404 (7008)	137-24-620-015 2057 WANDERING DOE LA INDIAN HILLS-UNIT 4, PLAT BOOK 75 PAGE 50 LOT 43 BLOCK 6	\$553.51	\$1,396.75
COPCUTT BRIAN District: 404 (7008)	137-24-621-001 010233 ALESSANDRO AV CANTABRIA UNIT TWO, PLAT BOOK 75 PAGE 18 LOT 37 BLOCK A	\$802.74	\$2,407.54
MCADAMS LEOPAL District: 404 (7008)	137-24-715-043 001980 VERBANIA DR INDIAN HILLS-UNIT 1, PLAT BOOK 69 PAGE 12 LOT 112 BLOCK 3	\$559.89	\$1,408.87
BANK LASALLE N A TRS District: 404 (7008)	137-24-716-042 010109 SNOW CREST PL MOUNTAIN GATE WEST, PLAT BOOK 69 PAGE 66 LOT 31 BLOCK A	\$1,260.50	\$2,356.24
LOPEZ MARK A District: 404 (7008)	137-24-811-004 001600 SCENIC PEAK ST ASPENGLIN IN THE CROSSING AT SUMMERLIN-UNIT #1, PLAT BOOK 66 PAGE 23 LOT 130 BLOCK D	\$585.72	\$1,515.08
ISELL LA-SHARON District: 404 (7008)	137-24-813-182 010320 SUMMER RIVER AV PARCEL W IN THE CROSSING AT SUMMERLIN, PLAT BOOK 67 PAGE 11 LOT 34 BLOCK A	\$553.80	\$1,383.76
PRUSAC ALAN District: 404 (7008)	137-24-817-270 010213 PENRITH AV -UT 104 PACIFIC CREST, PLAT BOOK 74 PAGE 22 UNIT 4114 BLDG 41	\$433.90	\$892.02

MENESES EVA C District: 404 (7008)	137-25-514-099 001112 CARAWAY LN WEST HILLS, PLAT BOOK 65 PAGE 76 LOT 7 BLOCK 1	\$610.63	\$1,617.45
KARAPETIONA AKOP SR District: 404 (7008)	137-25-519-029 001212 BENICIA HILLS ST DISCOVERY HILLS UNIT 3, PLAT BOOK 72 PAGE 52 LOT 86 BLOCK E	\$750.85	\$2,194.14
HIBBERT KAREL District: 404 (7008)	137-25-520-014 010121 JACOB PL -UT 203 RED BLUFFS AT THE CROSSING- UNIT 1, PLAT BOOK 77 PAGE 15 UNIT 1332 BLDG 13	\$419.50	\$831.48
MANGLICMOT BENCY M District: 404 (7008)	137-25-612-028 010209 CHALON PL SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 28 BLOCK A	\$564.41	\$1,427.39
LATONIO ARLYNE E & ARMAND O District: 404 (7008)	137-25-612-034 000917 CORSICA LN SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 34 BLOCK A	\$78.09	\$941.07
HARMES GORDON E & LINDA E District: 404 (7008)	137-25-612-126 10304 FORUM HILLS PL SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 139 BLOCK A	\$564.41	\$1,427.40
BORBLEY ELIZABETH B District: 404 (7008)	137-25-612-127 010300 FORUM HILLS PL SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 140 BLOCK A	\$564.41	\$1,427.40
BRITTINGHAM MADLYN F CUNANAN LOLITA District: 404 (7008)	137-25-612-135 000916 CORSICA LN SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 198 BLOCK B	\$563.59	\$1,426.58
COLLINS RICHARD C District: 404 (7008)	137-25-612-144 1009 SIENA HILLS LA SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 207 BLOCK B	\$560.59	\$1,411.65
HANNAFORD SUSAN District: 404 (7008)	138-19-115-045 009712 HIGHRIDGE DR HALF ACRES-PHASE 1 AT SUMMERLIN VILLAGE 7-THE TRAILS, PLAT BOOK 66 PAGE 39 LOT 8 BLOCK 1	\$1,567.98	\$5,566.68
BANK NEW YORK TRS District: 404 (7008)	138-19-212-035 009608 CORAL ROSE CT COUNTRY ROSE EST AT THE TRAILS- UNIT 1, PLAT BOOK 64 PAGE 89 LOT 95 BLOCK C	\$688.87	\$1,939.24
TRUSTEE CLARK COUNTY TREASURER % SPEELMAN LISA District: 404 (7008)	138-19-218-069 002016 ARBOR FOREST ST CANYON OAKS, PLAT BOOK 69 PAGE 77 LOT 55 BLOCK D	\$716.09	\$2,051.18

NOLAN RAYMOND PAUL & HOLLY District: 404 (7008)	138-19-315-022 001909 SIERRA OAKS LN LAPAZ, PLAT BOOK 65 PAGE 53 LOT 22 BLOCK B	\$659.61	\$1,818.87
CANTU CHRISTINA RODRIGUEZ JESSICA District: 404 (7008)	138-19-321-008 010000 PINNACLE VIEW PL MOUNTAIN GATE WEST, PLAT BOOK 69 PAGE 66 LOT 9 BLOCK A	\$625.74	\$1,679.59
DECARVALHO M REVOCABLE LIVING TR DECARVALHO MARY District: 404 (7008)	138-19-322-009 009841 LENOX CREST PL SIERRA RIDGE 2, PLAT BOOK 69 PAGE 93 LOT 9 BLOCK B	\$592.79	\$1,544.11
ALFARO MARIA M District: 404 (7008)	138-19-415-003 009732 PANORAMA CLIFF DR SEQUOIA PHASE 2, PLAT BOOK 65 PAGE 13 LOT 13 BLOCK 1	\$517.37	\$1,422.69
MONTALVO JOSEPH R & MARACITA P District: 404 (7008)	138-21-424-017 1709 DOUBLE ARCH CT LA MIRADA UNIT 3, PLAT BOOK 66 PAGE 48 LOT 29 BLOCK 1	\$365.72	\$1,748.63
SCHUMANN SHANNON L District: 404 (7008)	138-21-715-027 001737 PICARO CT ALTA MIRA AT SUMMERLIN PHASE 2, PLAT BOOK 62 PAGE 91 LOT 23 BLOCK 3	\$540.11	\$1,327.45
MILLER ANDREA C District: 404 (7008)	138-21-716-054 007701 AMATO AV BUENA VISTA UNIT 2, PLAT BOOK 63 PAGE 43 LOT 10 BLOCK 7	\$514.50	\$1,176.76
THRAILKILL MARGARET District: 404 (7008)	138-21-716-111 007600 BAUBLE AV BUENA VISTA UNIT 2, PLAT BOOK 63 PAGE 43 LOT 11 BLOCK 6	\$499.94	\$1,162.20
HERNANDEZ FRANCISCO District: 404 (7008)	138-21-818-025 001724 POMERADO DR ALTA MIRA AT SUMMERLIN-PHASE 1, PLAT BOOK 58 PAGE 97 LOT 23 BLOCK 1	\$556.17	\$1,393.55
POMERADO TRUST HAYDEN BRAD District: 404 (7008)	138-21-818-029 001708 POMERADO DR ALTA MIRA AT SUMMERLIN-PHASE 1, PLAT BOOK 58 PAGE 97 LOT 19 BLOCK 1	\$556.17	\$1,393.55
PUTVIN KATHRYNE & KARISSA M District: 404 (7008)	138-30-114-039 010100 JACOB PL -UT 103 RED BLUFFS AT THE CROSSING- UNIT 1, PLAT BOOK 77 PAGE 15 UNIT 2141 BLDG 21	\$419.50	\$831.47
BANK NEW YORK TRS District: 404 (7008)	138-30-516-035 009452 CANALINO DR SANTA BARBARA AT SUMMERLIN- UNIT 1, PLAT BOOK 66 PAGE 71 LOT 183 BLOCK 2	\$472.52	\$1,049.46

HUYNH THIEN K District: 404 (7008)	138-30-623-036 000817 OLD MINE CREEK LN SANTA BARBARA AT SUMMERLIN UNIT 2 AMD, PLAT BOOK 77 PAGE 61 LOT 122 BLOCK 3	\$501.97	\$1,170.65
VIRTUCIO ERICK District: 707 (7050)	137-23-811-122 011064 WHOOPING CRANE LN FALLBROOK, PLAT BOOK 82 PAGE 99 LOT 65 BLOCK 2	\$792.85	\$3,975.64
ASUNCION RONALD District: 707 (7050)	137-24-413-004 010745 WOODLORE PL OAK HILLS AT SUMMERLIN-PHASE 1, PLAT BOOK 80 PAGE 2 LOT 7 BLOCK 2	\$764.87	\$4,306.43
MIYANO DEREK M & KAZUE District: 707 (7050)	137-24-418-016 010500 JEREMY POINTE AV ARBOR GROVE UNIT 3, PLAT BOOK 86 PAGE 19 LOT 141 BLOCK H	\$806.49	\$4,076.46
VANOOSTENDORP TRAVIS District: 707 (7050)	137-25-115-009 001508 REMEMBRANCE HILL ST ARBOR GROVE-UNIT 1, PLAT BOOK 77 PAGE 37 LOT 5 BLOCK E	\$806.49	\$4,076.46
VARGAS MARY ESTHER District: 707 (7050)	137-25-121-005 001221 WOODMORE ST WEST BROOK PHASE 2, PLAT BOOK 90 PAGE 53 LOT 14 BLOCK 1	\$882.96	\$4,640.36
DUCAJ ROBERT G District: 707 (7050)	137-25-221-064 010717 ELM RIDGE AV BREAMOOR HGTS-PHASE 2, PLAT BOOK 83 PAGE 55 LOT 111 BLOCK 6	\$762.75	\$8,003.28
DJ WALLSTREET L L C District: 707 (7050)	137-25-416-056 000324 EMERALD VISTA WY CHARDONNAY #53-BY LEWIS HOMES, PLAT BOOK 80 PAGE 34 LOT 133 BLOCK D	\$810.87	\$4,108.50
DYUSSEBAYEV ASSAN District: 707 (7050)	137-25-816-039 000214 N ROYAL ASCOT DR PARCEL O SUMMERLIN VILLAGE 3 PHASE 1, PLAT BOOK 79 PAGE 96 LOT 44 BLOCK A	\$1,696.46	\$10,641.43
GRUSHKOVSKI OFIR & SARIT LIV TR District: 707 (7050)	137-26-513-102 001304 DREAM BRIDGE DR BROOKFIELD PARCEL U, PLAT BOOK 84 PAGE 100 LOT 113 BLOCK 3	\$816.23	\$4,148.21
FERNANDO DUSHAN N District: 707 (7050)	137-26-513-136 001428 SWANBROOKE DR BROOKFIELD PARCEL U, PLAT BOOK 84 PAGE 100 LOT 147 BLOCK 4	\$816.23	\$4,148.21
SALAMI SONIA District: 707 (7050)	137-26-518-010 011148 DELL CLIFFS CT ARBOR VIEW, PLAT BOOK 88 PAGE 16 LOT 83 BLOCK 1	\$1,127.55	\$6,444.87

NICHOLS RAYMOND L & JAMESETTA C District: 707 (7050)	137-26-611-074 010908 SUMMER QUAIL AV QUAIL RIDGE, PLAT BOOK 85 PAGE 73 LOT 115 BLOCK 4	\$497.56	\$5,148.71
KIM SOON KYUNG District: 707 (7050)	137-26-614-053 011217 SANDY GROVE AV ARBOR VIEW, PLAT BOOK 88 PAGE 16 LOT 53 BLOCK 1	\$1,127.55	\$6,444.87
412 WINERY RIDGE ST LAND TRUST CAMARA MOHAMED District: 707 (7050)	137-26-713-019 000412 WINERY RIDGE ST NAPA HILLS BY LEWIS HOMES-UNIT 2, PLAT BOOK 85 PAGE 33 LOT 24 BLOCK 1	\$739.66	\$3,583.39
MINERVINI MICHAEL & JENNINE District: 707 (7050)	137-26-714-023 11016 DESERT DOVE AV QUAIL RIDGE, PLAT BOOK 85 PAGE 73 LOT 86 BLOCK 3	\$1,023.10	\$5,674.25
GAVIN KENNETH G & CASSANDRA G District: 707 (7050)	137-26-714-039 011004 CLIFF SWALLOW AV QUAIL RIDGE, PLAT BOOK 85 PAGE 73 LOT 70 BLOCK 2	\$1,023.10	\$5,674.25
LOFFREDO JERRY J & LISA ANNE District: 707 (7050)	137-26-718-044 000716 BERNINI ST SONOMA HILLS BY LEWIS HOMES-UNIT 2, PLAT BOOK 95 PAGE 60 LOT 100 BLOCK 3	\$743.31	\$3,610.29
CUNANAN LOLITA A District: 707 (7050)	137-26-812-039 000345 SONOMA VALLEY ST NAPA HILLS BY LEWIS HOMES-UNIT 3, PLAT BOOK 90 PAGE 78 LOT 95 BLOCK 1	\$739.66	\$3,583.39
MIRANDA DANTE L District: 707 (7050)	137-26-812-043 000409 SONOMA VALLEY ST NAPA HILLS BY LEWIS HOMES-UNIT 3, PLAT BOOK 90 PAGE 78 LOT 99 BLOCK 1	\$739.66	\$3,583.39
SUTTON JACK R District: 707 (7050)	137-35-613-001 000569 ARTOLA ST MARBELLA RIDGE, PLAT BOOK 93 PAGE 38 LOT 1 BLOCK 1	\$748.89	\$3,651.50
TJEDER LIA AILI District: 707 (7050)	137-35-614-010 011004 LINDEN LEAF AV ASPEN MEADOWS-UNIT ONE, PLAT BOOK 96 PAGE 5 LOT 10 BLOCK 1	\$411.84	\$3,062.24
BANK DEUTSCHE NATIONAL TR CO TRS District: 707 (7050)	137-35-620-001 000546 POPLAR LEAF ST ASPEN MEADOWS-UNIT 2 AMD, PLAT BOOK 102 PAGE 44 LOT 23 BLOCK 1	\$709.35	\$3,359.75
RIOS ELINDA District: 707 (7050)	137-35-711-016 000609 RUNBRIDGE ST SUMMERLIN PARCEL MM-UNIT 1, PLAT BOOK 89 PAGE 84 LOT 114 BLOCK 2	\$1,076.28	\$6,066.46

NICKS LOUISE & GREGORY D District: 707 (7050)	137-36-111-041 000216 SWALE LN OAK KNOLL, PLAT BOOK 79 PAGE 40 LOT 27 BLOCK 3	\$1,015.26	\$5,616.34
KERNS BRANDON S District: 707 (7050)	137-36-111-077 000200 STOUR LN OAK KNOLL, PLAT BOOK 79 PAGE 40 LOT 31 BLOCK 4	\$778.70	\$5,379.78
FATU LINDA V District: 707 (7050)	137-36-112-033 000304 MAGNOLIA ARBOR ST ROSEWOOD BY PARDEE-PHASE 1, PLAT BOOK 79 PAGE 76 LOT 12 BLOCK 1	\$830.50	\$4,253.49
RIKARD ROY D District: 707 (7050)	137-36-112-048 010641 LACE VINE ARBOR AV ROSEWOOD BY PARDEE-PHASE 1, PLAT BOOK 79 PAGE 76 LOT 28 BLOCK 2	\$830.50	\$4,253.48
LEYS SHEILA M & STEVEN C District: 707 (7050)	137-36-113-126 000325 AMBER PINE ST -UT 204 SILVER PINES CONDO AMD, PLAT BOOK 82 PAGE 36 UNIT 204 BLDG 9	\$493.26	\$1,765.78
KASPER CHRISTINE District: 707 (7050)	137-36-113-259 010524 PINE GLEN AV -UT 203 SILVER PINES CONDO AMD, PLAT BOOK 82 PAGE 36 UNIT 203 BLDG 19	\$493.26	\$1,765.78
BANK J P MORGAN CHASE N A TRS District: 707 (7050)	137-36-211-045 010705 SPRUCEDALE AV GLENMERE #2-BY LEWIS HOMES, PLAT BOOK 82 PAGE 1 LOT 123 BLOCK D	\$942.26	\$5,077.80
MARUTA JUNKO District: 707 (7050)	137-36-212-015 010745 SPRUCEDALE AV GLENMERE #1-BY LEWIS HOMES, PLAT BOOK 81 PAGE 69 LOT 113 BLOCK D	\$942.26	\$5,077.80
GONZALEZ SANDRA ALVAREZ District: 707 (7050)	137-36-214-022 010617 MOON FLOWER ARBOR PL ROSEWOOD BY PARDEE-PHASE 2, PLAT BOOK 85 PAGE 7 LOT 34 BLOCK 1	\$830.50	\$4,253.53
FITZMAURICE BESSIE District: 707 (7050)	137-36-313-027 010533 INDIA HAWTHORN AV DESERT BLOOM, PLAT BOOK 89 PAGE 19 LOT 46 BLOCK 6	\$776.27	\$3,853.44
TURPIN RAYMOND J JR District: 707 (7050)	137-36-519-021 113 S BUTEO WOODS LA TALON POINTE UNIT 3 SUMMERLIN VILLAGE 3 PARCEL N, PLAT BOOK 92 PAGE 25 LOT 54 BLOCK 1	\$1,216.21	\$7,098.88
BORETA KERI District: 707 (7050)	137-36-714-044 010177 BIRCH BLUFF LN COTTONWOOD TERRACE-PHASE 1, PLAT BOOK 89 PAGE 31 LOT 144 BLOCK 2	\$678.88	\$3,134.93

OLSON DAVID L District: 707 (7050)	137-36-813-048 10312 JUNIPER CREEK LA COTTONWOOD TERRACE-PHASE 2, PLAT BOOK 92 PAGE 58 LOT 183 BLOCK 2	\$678.88	\$3,134.93
LIN GILBERT W District: 707 (7050)	137-36-813-066 010308 BIRCH BLUFF LN COTTONWOOD TERRACE-PHASE 2, PLAT BOOK 92 PAGE 58 LOT 83 BLOCK 1	\$620.76	\$3,076.82
CORREA PARRIS District: 808 (7051)	137-26-314-009 011537 CAMEO AV VILLAGE 20-SUMMERLIN PARCEL T & U UNIT 1, PLAT BOOK 105 PAGE 90 LOT 86 BLOCK 1	\$1,670.22	\$11,233.28
G M A C MORTGAGE L L C District: 808 (7051)	137-26-411-005 000216 UCCELLO DR MONTEROSSA UNIT 1, PLAT BOOK 101 PAGE 54 LOT 5 BLOCK D	\$1,471.61	\$9,654.34
BANK WELLS FARGO N A District: 808 (7051)	137-26-411-017 011385 PERUGINO DR MONTEROSSA UNIT 1, PLAT BOOK 101 PAGE 54 LOT 80 BLOCK E	\$1,285.74	\$9,468.47
BANK U S NATIONAL ASSN TRS District: 808 (7051)	137-26-411-051 000178 UCCELLO DR MONTEROSSA UNIT 1, PLAT BOOK 101 PAGE 54 LOT 52 BLOCK A	\$1,471.61	\$9,654.34
KASPER MICHAEL & CHRISTINE District: 808 (7051)	137-26-411-065 011388 VERNAZZA CT MONTEROSSA UNIT 1, PLAT BOOK 101 PAGE 54 LOT 118 BLOCK C	\$1,471.61	\$9,654.34
HO DAVID T District: 808 (7051)	137-26-419-003 000317 LAKE WINDEMERE ST PARADISO UNIT 1 AT THE SUMMERLIN VISTAS, PLAT BOOK 106 PAGE 65 LOT 3 BLOCK B	\$2,026.15	\$14,063.00
PAK EUGENE District: 808 (7051)	137-26-422-003 011516 BOHEMIAN FOREST AV PARADISO UNIT 1 AT THE SUMMERLIN VISTAS AMD, PLAT BOOK 111 PAGE 81 LOT 83 BLOCK D	\$2,026.15	\$14,063.00
NEEL JEFFREY & CAROLE District: 808 (7051)	137-26-815-022 000326 NEWCASTLE BRIDGE ST ASHTON PARK AT THE VISTAS, PLAT BOOK 100 PAGE 12 LOT 24 BLOCK 1	\$563.28	\$6,819.89
BANK WELLS FARGO N A District: 808 (7051)	137-26-815-043 000322 CARLISLE CROSSING ST ASHTON PARK AT THE VISTAS, PLAT BOOK 100 PAGE 12 LOT 61 BLOCK 2	\$1,194.47	\$7,451.09
READ KIM District: 808 (7051)	137-26-816-004 000246 APENNINE PL BELLA VISTA AT THE VISTAS-UNIT 2, PLAT BOOK 102 PAGE 86 LOT 33 BLOCK A	\$1,287.27	\$8,189.01

BANK WELLS FARGO N A TRS District: 808 (7051)	137-26-816-005 000242 APENNINE PL BELLA VISTA AT THE VISTAS-UNIT 2, PLAT BOOK 102 PAGE 86 LOT 34 BLOCK A	\$1,287.27	\$8,189.01
FLUKER MARK S District: 808 (7051)	137-26-816-017 011242 REVELRY LN BELLA VISTA AT THE VISTAS-UNIT 2, PLAT BOOK 102 PAGE 86 LOT 46 BLOCK A	\$1,287.17	\$8,188.91
KERTIS SUN CHA District: 808 & 809 (7051 & 7060)	137-34-411-095 012271 LA PRADA PL PALOMAR AT THE PASEOS, PLAT BOOK 111 PAGE 86 LOT 94 BLOCK D	\$1,861.40	\$13,177.75
KHAN NASEEM A District: 808 & 809 (7051 & 7060)	137-34-411-096 012275 LA PRADA PL PALOMAR AT THE PASEOS, PLAT BOOK 111 PAGE 86 LOT 95 BLOCK D	\$1,861.40	\$13,177.76
LIUZZA SALVADOR District: 808 & 809 (7051 & 7060)	137-34-412-016 000948 TUDELA CT GRANADA AT SUMMERLIN-UNIT 1, PLAT BOOK 112 PAGE 54 LOT 126 BLOCK 2	\$1,557.23	\$10,684.62
LAS PALOMAS L L C District: 808 & 809 (7051 & 7060)	137-34-413-012 000884 LAS PALOMAS DR LOS LOMAS AT PASEOS PARCEL F AT VILLAGE 23A, PLAT BOOK 115 PAGE 13 LOT 58 BLOCK B	\$1,983.57	\$14,179.13
JENKINS BRENDA L District: 808 (7051)	137-34-512-037 011785 CASHMERE MIST AV CANTERRA AT THE VISTAS-UNIT 1, PLAT BOOK 105 PAGE 92 LOT 84 BLOCK 3	\$1,383.71	\$8,955.51
JENG GUEY S District: 808 & 809 (7051 & 7060)	137-34-514-006 011816 RED CAMELLIA AV MARIPOSA AT THE PASEOS-UNIT 2, PLAT BOOK 113 PAGE 32 LOT 47 BLOCK 2	\$1,452.54	\$9,826.60
SNEEN MICHELLE District: 808 (7051)	137-34-612-010 011753 VIA ESPERANZA AV SOLANO AT THE VISTAS, PLAT BOOK 108 PAGE 71 LOT 19 BLOCK 1	\$1,153.81	\$7,127.90
CHRISTOPHER JAMES District: 808 & 809 (7051 & 7060)	137-34-614-014 011901 LOVE ORCHID LN MARIPOSA AT THE PASEOS-UNIT 1, PLAT BOOK 112 PAGE 10 LOT 14 BLOCK 1	\$1,452.54	\$9,826.61
CARDENAS VINCENT District: 808 & 809 (7051 & 7060)	137-34-614-043 000617 WANDERING VIOLETS WY MARIPOSA AT THE PASEOS-UNIT 1, PLAT BOOK 112 PAGE 10 LOT 112 BLOCK 4	\$1,155.74	\$9,529.81
BAZAK BEDOR District: 808 & 809 (7051 & 7060)	137-34-615-034 000517 IVY SPRING ST MARIPOSA AT THE PASEOS-UNIT 2, PLAT BOOK 113 PAGE 32 LOT 95 BLOCK 4	\$1,452.54	\$9,826.60

WEBSTER PAUL District: 808 & 809 (7051 & 7060)	137-34-617-008 000528 PUENTA DEL REY ST BARCELONA AT THE PASEOS - UNIT 1, PLAT BOOK 117 PAGE 6 LOT 62 BLOCK 4	\$1,921.30	\$13,668.86
VILLEGAS GREGORY T JR District: 808 (7051)	137-34-617-050 000525 CABRERA CT BARCELONA AT THE PASEOS - UNIT 1, PLAT BOOK 117 PAGE 6 LOT 43 BLOCK 3	\$1,041.04	\$6,022.92
STEVENS JAMES District: 808 & 809 (7051 & 7060)	137-34-620-012 000636 CHERVIL VALLEY DR SERRANO UNIT 2, PLAT BOOK 120 PAGE 43 LOT 21 BLOCK A	\$2,500.20	\$20,088.91
PETEET BUFORD C District: 808 (7051)	137-34-711-026 011709 GROTTA AZZURRA AV CAPRI UNIT-1 AT THE VISTAS, PLAT BOOK 107 PAGE 63 LOT 69 BLOCK A	\$1,078.19	\$6,526.66
PARK SEUNG T District: 808 (7051)	137-34-711-028 011701 GROTTA AZZURRA AV CAPRI UNIT-1 AT THE VISTAS, PLAT BOOK 107 PAGE 63 LOT 71 BLOCK A	\$1,078.19	\$6,526.66
ROJAS SWEET J District: 808 (7051)	137-34-713-018 011749 VILLA SAN MICHELE CT CAPRI UNIT-2 AT THE VISTAS, PLAT BOOK 107 PAGE 77 LOT 55 BLOCK A	\$1,078.19	\$6,526.67
WHITE MARK District: 808 (7051)	137-34-715-004 011728 KINGS ARMS LN SOMERSET UNIT 3, PLAT BOOK 109 PAGE 36 LOT 29 BLOCK A	\$995.42	\$5,868.74
SIJAN ENTERPRISES L L C District: 808 (7051)	137-34-716-056 012020 PRADA VERDE DR ESCALA UNIT #1, PLAT BOOK 112 PAGE 98 LOT 54 BLOCK A	\$856.17	\$4,761.63
PERSON STEPHEN T District: 808 & 809 (7051 & 7060)	137-34-717-017 011921 LUNA DEL MAR LN PARCEL H AT THE PASEOS, PLAT BOOK 114 PAGE 9 LOT 39 BLOCK 2	\$1,157.06	\$7,404.80
QUINTEROS MARIO R District: 808 & 809 (7051 & 7060)	137-34-717-035 011841 AMISTOSO LN PARCEL H AT THE PASEOS, PLAT BOOK 114 PAGE 9 LOT 64 BLOCK 3	\$1,157.06	\$7,404.80
SOLOMON WILLIAM District: 808 & 809 (7051 & 7060)	137-34-717-115 011831 BARCINAS LN PARCEL H AT THE PASEOS, PLAT BOOK 114 PAGE 9 LOT 144 BLOCK 7	\$1,096.18	\$7,343.92
GASPAR ROBERT District: 808 (7051)	137-34-718-011 000845 COLINA ALTA PL ESCALA UNIT #2, PLAT BOOK 115 PAGE 44 LOT 31 BLOCK A	\$1,604.32	\$5,509.76
TAGLIARINI JOSEPH M CUEVAS GUILLERMO District: 808 & 809 (7051 & 7060)	137-34-718-016 000825 COLINA ALTA PL ESCALA UNIT #2, PLAT BOOK 115 PAGE 44 LOT 36 BLOCK A	\$1,568.13	\$10,774.26

KARTASHYAN MARIETTA District: 808 & 809 (7051 & 7060)	137-34-718-024 012060 PRADA VERDE DR ESCALA UNIT #2, PLAT BOOK 115 PAGE 44 LOT 44 BLOCK A	\$1,568.13	\$10,774.26
SALLAM SAMER S District: 808 & 809 (7051 & 7060)	137-34-718-045 012050 CIELO AMBER LN ESCALA UNIT #2, PLAT BOOK 115 PAGE 44 LOT 96 BLOCK B	\$1,568.13	\$10,774.26
GERSHMAN JAY C District: 808 & 809 (7051 & 7060)	137-34-721-003 000715 LUMINOSO ST PARCEL H AT PASEOS AMD, PLAT BOOK 118 PAGE 9 LOT 4 BLOCK 1	\$1,157.06	\$7,404.80
AQUINO ALEJANDRO A District: 808 (7051)	137-34-811-021 011716 ROYAL DERWENT DR SOMERSET UNIT 3, PLAT BOOK 109 PAGE 36 LOT 146 BLOCK C	\$995.42	\$5,868.73
STRUHL FELICIA M JARDINE EDITH District: 808 & 809 (7051 & 7060)	137-34-812-008 000952 ENCORVADO ST GRANADA AT SUMMERLIN-UNIT 1, PLAT BOOK 112 PAGE 54 LOT 48 BLOCK 1	\$1,280.60	\$10,407.99
WILSON ANDREW District: 808 & 809 (7051 & 7060)	137-34-814-006 001008 DOUGLAS FLAT PL CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 6 BLOCK A	\$1,043.67	\$6,475.36
SERRANO LUIS F District: 808 & 809 (7051 & 7060)	137-34-814-028 011929 JAMBERRY MOUNTAIN CT CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 28 BLOCK A	\$1,043.67	\$6,475.36
GONZALEZ CEZAR T District: 808 & 809 (7051 & 7060)	137-34-814-116 001021 CAMPO SECO CT CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 116 BLOCK B	\$1,043.67	\$6,475.38
CABUTOTAN ADELIA C JOHN ROSSANA District: 808 & 809 (7051 & 7060)	137-34-814-129 011933 MAY WEED CT CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 129 BLOCK B	\$1,043.67	\$6,475.38
CUBANGBANG RODRIGO District: 808 & 809 (7051 & 7060)	137-34-814-130 011929 MAY WEED CT CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 130 BLOCK B	\$1,043.67	\$6,475.38
SIJAN ENTERPRISES L L C District: 808 & 809 (7051 & 7060)	137-34-816-018 011909 ALAVA AV CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 18 BLOCK A	\$1,201.09	\$7,765.91
LI YAN District: 808 & 809 (7051 & 7060)	137-34-816-027 011825 ALAVA AV CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 27 BLOCK A	\$1,201.09	\$7,765.91
HOMM KEVIN A District: 808 & 809 (7051 & 7060)	137-34-816-035 001060 CALVIA ST CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 35 BLOCK A	\$1,201.09	\$7,765.91

CASEY JAMES R District: 808 & 809 (7051 & 7060)	137-34-816-100 011829 AMPUCIA CT CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 100 BLOCK B	\$1,201.09	\$7,765.90
VALLADARES NELSON District: 808 & 809 (7051 & 7060)	137-34-817-047 011830 PORTINA DR -UT 1030 CORONADO AT SUMMERLIN AMD, PLAT BOOK 119 PAGE 19 UNIT 1030 BLDG 10	\$927.98	\$5,527.00
FOYTICH JANET S District: 808 & 809 (7051 & 7060)	137-34-817-064 000860 CANTERRA ST -UT 2038 CORONADO AT SUMMERLIN AMD, PLAT BOOK 119 PAGE 19 UNIT 2038 BLDG 13	\$927.98	\$5,527.00
SULLIVAN SCOTT M District: 808 (7051)	137-35-114-021 011572 COSTA LINDA AV SONESTA UNIT #2, PLAT BOOK 105 PAGE 96 LOT 114 BLOCK B	\$1,171.67	\$7,269.91
FV-1 INC District: 808 (7051)	137-35-114-030 000545 PLAYA LINDA PL SONESTA UNIT #2, PLAT BOOK 105 PAGE 96 LOT 123 BLOCK B	\$1,171.67	\$7,269.90
CACACHO JERICO & MARISSA District: 808 (7051)	137-35-210-020 011265 SANDRONE AV PORTOFINO-PHASE 1, PLAT BOOK 99 PAGE 81 LOT 16 BLOCK 1	\$1,086.55	\$6,593.10
DENNIS SCOTT E & TULASI R District: 808 (7051)	137-35-212-003 000573 CARIBBEAN PALM DR SONESTA UNIT #1, PLAT BOOK 105 PAGE 63 LOT 3 BLOCK E	\$1,171.67	\$7,269.90
D R L FAMILY L P District: 808 (7051)	137-35-212-013 000580 LACABANA BEACH DR SONESTA UNIT #1, PLAT BOOK 105 PAGE 63 LOT 13 BLOCK E	\$1,162.00	\$7,222.13
SYQUIO CARLOS P & MARILYN M District: 808 (7051)	137-35-212-026 000567 LACABANA BEACH DR SONESTA UNIT #1, PLAT BOOK 105 PAGE 63 LOT 134 BLOCK B	\$1,171.67	\$7,269.91
GHASSEDI MOGDEH District: 808 (7051)	137-35-216-006 000612 EL LORO ST SOLANO AT THE VISTAS, PLAT BOOK 108 PAGE 71 LOT 4 BLOCK 1	\$1,153.81	\$7,127.89
BANK DEUTSCHE NATIONAL TR CO TRS District: 808 (7051)	137-35-312-023 000912 PERCY ARMS ST SOMERSET UNIT 1, PLAT BOOK 107 PAGE 33 LOT 85 BLOCK A	\$995.42	\$5,868.74
ABAD DOLFUS & YOLANDA District: 808 (7051)	137-35-312-027 000913 PERCY ARMS ST SOMERSET UNIT 1, PLAT BOOK 107 PAGE 33 LOT 88 BLOCK B	\$995.42	\$5,868.74
LAINER SHARON LAINER DONALD District: 808 (7051)	137-35-314-003 000917 ROSEBERRY DR MIRALETE AT SUMMERLIN-UNIT 1, PLAT BOOK 108 PAGE 99 LOT 57 BLOCK 1	\$1,689.20	\$11,404.46

LAINER DONALD R District: 808 (7051)	137-35-314-005 000929 ROSEBERRY DR MIRALESTE AT SUMMERLIN-UNIT 1, PLAT BOOK 108 PAGE 99 LOT 55 BLOCK 1	\$1,688.04	\$11,375.12
MARCELO SERGIO JR & MYRNA District: 808 (7051)	137-35-320-007 000825 ROSEBERRY DR MIRALESTE AT SUMMERLIN UNIT 3, PLAT BOOK 112 PAGE 55 LOT 7 BLOCK 3	\$1,656.82	\$11,372.08
ABBEY DUSTIN S District: 808 (7051)	137-35-320-023 000858 LA SCONSA DR MIRALESTE AT SUMMERLIN UNIT 3, PLAT BOOK 112 PAGE 55 LOT 23 BLOCK 1	\$1,692.10	\$11,407.36
LORENO JEFFREY V ETAL District: 808 (7051)	137-35-320-035 011530 VIA PRINCESSA CT MIRALESTE AT SUMMERLIN UNIT 3, PLAT BOOK 112 PAGE 55 LOT 102 BLOCK 2	\$1,692.10	\$11,407.35
URDA DANIEL & EMILIA District: 808 (7051)	137-35-321-002 000836 VISCANIO PL MIRAMONTE AT SUMMERLIN, PLAT BOOK 112 PAGE 75 LOT 2 BLOCK A	\$1,787.62	\$12,166.69
FAROQUE SONNY District: 808 (7051)	137-35-321-008 000904 VISCANIO PL MIRAMONTE AT SUMMERLIN, PLAT BOOK 112 PAGE 75 LOT 8 BLOCK A	\$1,787.13	\$12,166.20
BADEA MONICA E District: 808 (7051)	137-35-413-019 011644 ROYAL DERWENT DR SOMERSET UNIT 2, PLAT BOOK 107 PAGE 81 LOT 100 BLOCK B	\$995.42	\$5,868.74
DECOUD VICTOR & LETA District: 808 (7051)	137-35-413-021 011660 ROYAL DERWENT DR SOMERSET UNIT 2, PLAT BOOK 107 PAGE 81 LOT 102 BLOCK B	\$995.42	\$5,868.74
ANTAL ROBERT District: 808 (7051)	137-35-416-027 011621 CABO DEL VERDE AV CASA ROSA, PLAT BOOK 112 PAGE 48 LOT 27 BLOCK 1	\$1,230.83	\$7,740.09
FREMONT INVESTMENT & LOAN District: 808 (7051)	137-35-418-007 001012 BRINKMAN ST TALEGA AT THE VISTAS-UNIT 2, PLAT BOOK 113 PAGE 61 LOT 65 BLOCK 1	\$1,117.80	\$6,841.51
RUIZ ODIS District: 808 (7051)	137-35-418-023 011425 PARKERSBURG AV TALEGA AT THE VISTAS-UNIT 2, PLAT BOOK 113 PAGE 61 LOT 49 BLOCK 1	\$1,117.80	\$6,841.50
GOMEZ CARLOS & MARIA D District: 808 (7051)	137-35-511-025 011201 NEWBURY HILLS AV ASHTON PARK AT THE VISTAS, PLAT BOOK 100 PAGE 12 LOT 36 BLOCK 1	\$1,194.47	\$7,451.08

TESTA TIFFANY GULZARZADA BAKTASH District: 808 (7051)	137-35-514-006 011236 PLAYA BONITA AV SAN MARCOS-UNIT 2, PLAT BOOK 105 PAGE 62 LOT 66 BLOCK 5	\$1,215.49	\$7,618.31
FERRAN JOSE A District: 808 (7051)	137-35-617-008 000607 SAM LEONE CT PORTOFINO-PHASE 1, PLAT BOOK 99 PAGE 81 LOT 154 BLOCK 4	\$1,086.55	\$6,593.10
HERNANDEZ RICARDO District: 808 (7051)	137-35-618-031 011231 TRIBIANI AV PORTOFINO-PHASE 2, PLAT BOOK 100 PAGE 96 LOT 107 BLOCK 2	\$1,086.55	\$6,593.10
WINKFIELD GINGER District: 808 (7051)	137-35-619-028 000588 DOLETTA ST PORTOFINO-PHASE 3, PLAT BOOK 102 PAGE 2 LOT 59 BLOCK 1	\$1,086.55	\$6,593.10
KASPER MICHAEL W & CHRISTINE S District: 808 (7051)	137-35-619-042 000600 SICILIANO ST PORTOFINO-PHASE 3, PLAT BOOK 102 PAGE 2 LOT 73 BLOCK 1	\$1,086.55	\$6,593.09
GONZALEZ ENRIQUE C District: 808 (7051)	137-35-814-012 011241 STANWICK AV SUMMERLIN VILLAGE 20-PARCELS E,F & G-PHASE 1, PLAT BOOK 121 PAGE 95 LOT 202 BLOCK 5	\$1,243.06	\$7,837.52
JONES WALTER District: 1463 (7052)	139-28-110-046 001951 SUTRO LN BONANZA VILLAGE TRACT, PLAT BOOK 2 PAGE 69 LOT 12 BLOCK 5	\$2,415.27	\$6,136.99
CORTEZ PEDRO PADILLA District: 1479 (7057)	139-35-413-086 000204 CIRCLE DR MAYFAIR TRACT #2 AMD, PLAT BOOK 2 PAGE 47 LOT 33 BLOCK 8	\$369.26	\$486.71
SANDICO TED District: 809 (7060)	137-34-816-099 011833 AMPUCIA CT CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 99 BLOCK B	\$805.91	\$4,584.02
RUTHE SCOTT J District: 1480 (7065)	138-03-112-013 007532 TAHOE BASIN DR CANYON RANCH EST UNIT #1, PLAT BOOK 43 PAGE 93 LOT 6	\$327.42	\$968.96
MILLER JONATHAN G & LAURA E District: 1480 (7065)	138-09-619-007 007633 RORY CT DAY DAWN EST-UNIT 4, PLAT BOOK 116 PAGE 95 LOT 7 BLOCK 1	\$887.09	\$4,206.97
VIRAY GAUDENCIO & ALMA District: 1480 (7065)	138-09-619-014 007608 RORY CT DAY DAWN EST-UNIT 4, PLAT BOOK 116 PAGE 95 LOT 14 BLOCK 1	\$887.09	\$4,206.97

MCDONALD SHARON LEE GIBSON ETAL District: 1478 (7067)	139-27-111-088 000207 HARRISON AV VALLEY VIEW ADD, PLAT BOOK 1 PAGE 50 LOT 12 BLOCK 21	\$966.39	\$1,907.22
ROTHE SHANNON V District: 1501 (7068)	139-35-411-029 001417 LEWIS AV LAS VEGAS DEVELOPMENT CO ADD RESUB BLKS 16,17 & 18 LADD ADD, PLAT BOOK 2 PAGE 51 LOT 8 BLOCK C	\$385.20	\$732.45
OHAI NICOLE District: 1487 (7069)	125-24-211-015 005924 VIZZI CT GARRETT CROSSING, PLAT BOOK 126 PAGE 59 LOT 15 BLOCK A	\$964.33	\$5,001.13
BANK H S B C USA NATL ASSN TRS District: 1493 (7071)	138-08-115-035 009117 FUSION DR DAY DAWN FUSION, PLAT BOOK 119 PAGE 17 LOT 35 BLOCK 1	\$839.90	\$4,262.18
MOLINA JESUS A District: 1493 (7071)	138-08-115-037 009125 FUSION DR DAY DAWN FUSION, PLAT BOOK 119 PAGE 17 LOT 37 BLOCK 1	\$839.90	\$4,262.18
MOLINA JESUS A District: 1493 (7071)	138-08-115-038 009129 FUSION DR DAY DAWN FUSION, PLAT BOOK 119 PAGE 17 LOT 38 BLOCK 1	\$839.90	\$4,262.18

* Includes whole amount of unpaid assessment, accrued and delinquent interest to July 31, 2007, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS § 271.555 to NRS § 271.575. The sale shall be continued from day to day as provided in NRS § 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS § 271.595.

The City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to the above parcels, as provided in NRS § 271.410. As provided in that section, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he / she is required to pay to the City in order to be restored to the right to pay his / her assessments in installments pursuant to NRS § 271.410(2).

****For additional information or questions, please call (702) 229-4942. Updated notice of sales will be posted on www.amgnv.com.**

IN WITNESS WHEREOF, I have affixed my signature as of May 18, 2007

/s/ Mark R. Vincent
Department of Finance & Business Services/
City Treasurer

RECEIVED
CITY CLERK

AFFP DISTRICT COURT
Clark County, Nevada

2007 AUG -7 P 1:35

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

Stacey M Lewis, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,
LV CITY CLERK 2296311LV 2385399

was continuously published in said Las Vegas Review-Journal and/or Las Vegas Sun in 2 edition(s) of said newspaper issued from 07/11/2007 to 07/18/2007, on the following days:

07/11/2007
07/18/2007

Signed: Stacey M. Lewis

SUBSCRIBED AND SWORN BEFORE ME THIS, THE

26th day of July 2007.

Linda Espinoza
Notary Public



NOTICE OF SALE

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on Tuesday, July 31, 2007, at the Council Chambers, Las Vegas City Hall Complex, 400 Stewart, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments in the City's Special Assessment Districts Nos. 404, 707 808, 809, and various districts to the City of Las Vegas:

Name of Owner	Description of Property	Total Amount Due Prior to 7/31/07	*Total Amount Due on Date of Sale
DALTON RICHARD District: 404 (7006)	137-25-715-017 010416 AMERICAN FALLS LN DISCOVERY POINTE UNIT 1, PLAT BOOK 75 PAGE 60 LOT 68 BLOCK B	\$587.83	\$1,621.25
MACRIS MICHAEL N & VALERIE A District: 404 (7006)	137-25-715-034 000508 CARLTON KAY PL DISCOVERY POINTE UNIT 1, PLAT BOOK 75 PAGE 60 LOT 16 BLOCK C	\$618.16	\$1,651.58
LOEZA DANIELLE District: 404 (7006)	137-25-717-040 000800 CANTERBURY CROSS PL WESTRIDGE AT SUMMERLIN-PHASE 2, PLAT BOOK 76 PAGE 9 LOT 43 BLOCK 3	\$647.26	\$1,771.57
MORA DEBORAH District: 404 (7006)	138-30-215-111 000900 DUCKHORN CT -UT 205 NORTH HALF PARCEL H-VILLAGE 3, PLAT BOOK 78 PAGE 65 UNIT 205 BLDG 10	\$420.33	\$836.72
HILVA MICHAEL PENA ZENON District: 404 (7006)	138-30-215-128 908 DOMNUS LA -UT 202 NORTH HALF PARCEL H-VILLAGE 3, PLAT BOOK 78 PAGE 65 UNIT 202 BLDG 12	\$411.25	\$798.65
ESWAY MARK J District: 404 (7006)	138-30-312-059 000509 PROUD EAGLE LN EAGLE ROCK, PLAT BOOK 73 PAGE 53 LOT 127 BLOCK 2	\$743.86	\$2,169.96
SIBELLA SCOTT & K REV LIV TR District: 404 (7006)	138-30-713-049 000405 ST ANDREWS CT SUMMERLIN VILLAGE 3 CUSTOM LOTS UNIT #2, PLAT BOOK 75 PAGE 99 LOT 116 BLOCK A	\$1,213.40	\$4,105.40
FLANGAS GUS W & TAMARA K District: 404 (7007)	138-17-418-043 002417 HONEYBEE MEADOW WY WILLOW TREE #3 BY LEWIS HOMES, PLAT BOOK 55 PAGE 87 LOT 114 BLOCK C	\$560.29	\$1,400.10
GOSSARD AUSTIN W District: 404 (7007)	138-17-419-024 002428 FLOWER SPRING ST WILLOW TREE #4 BY LEWIS HOMES, PLAT BOOK 55 PAGE 88 LOT 112 BLOCK C	\$642.29	\$1,737.18
VIGGIANI JODINE K District: 404 (7007)	138-18-816-058 002440 GINGER LILY LN PANORAMA POINTE, PLAT BOOK 48 PAGE 26 LOT 104 BLOCK 3	\$527.47	\$1,362.28
MILL CHRISTOPHER & JENNIFER District: 404 (7007)	138-19-110-002 002333 BLOOMINGTON DR AMARANTE AT SUMMERLIN, PLAT BOOK 50 PAGE 95 LOT 1 BLOCK A	\$605.97	\$1,586.09
ZAND-BIGLARI SHAHRIAR KARGAR IDA District: 404 (7007)	138-19-511-015 002316 TINSLEY CT HILLS AT SUMMERLIN-PARCEL C UNIT 1, PLAT BOOK 48 PAGE 68 LOT 104 BLOCK 4	\$515.87	\$1,219.22
SUTTON JACK R District: 404 (7007)	138-19-513-015 009513 AMBER VALLEY LN HILLS @ SUMMERLIN-PARCEL C UNIT 2, PLAT BOOK 50 PAGE 13 LOT 55 BLOCK 3	\$538.49	\$1,311.28
LIM ROGER JR District: 404 (7007)	138-20-111-009 002324 PINION VALLEY DR EVERGREEN IN THE HILLS AT SUMMERLIN, PLAT BOOK 48 PAGE 6 LOT 150 BLOCK A	\$813.76	\$2,432.40
GARVEY CAROLLYNN District: 404 (7007)	138-20-615-015 002009 SEDONA CREEK CI SEDONA IN THE PUEBLO AT SUMMERLIN, PLAT BOOK 49 PAGE 88 LOT 114 BLOCK D	\$683.42	\$1,901.55
BRUN PAVEL V & JENNIFER L District: 404 (7007)	138-20-813-010 001712 MONTE RIO CT SONOMA AT SUMMERLIN BY COLEMAN HOMES-PHASE 1, PLAT BOOK 59 PAGE 2 LOT 59 BLOCK 1	\$845.60	\$2,562.08
DENNIS ADAM M District: 404 (7007)	138-20-820-126 001709 HILLS OF RED DR -UT 201 RED HILLS AT THE PUEBLO AMD, PLAT BOOK 81 PAGE 12 UNIT 4332 BLDG 43	\$459.12	\$988.06
BROWN ROBERT District: 404 (7007)	138-20-820-137 1708 SKY OF RED DR -UT 202 RED HILLS AT THE PUEBLO AMD, PLAT BOOK 81 PAGE 12 UNIT 4631 BLDG 46	\$459.12	\$988.06
BANK LASALLE NATIONAL ASSN TRS District: 404 (7007)	138-21-310-011 008232 SEDONA SUNRISE DR SEDONA IN THE PUEBLO AT SUMMERLIN, PLAT BOOK 49 PAGE 88 LOT 165 BLOCK E	\$762.42	\$2,223.27
EISNER CATHRIN SARA & JAMIE P District: 404 (7007)	138-21-413-028 001717 CRYSTAL CREEK CI TAMARISK-PHASE 1, PLAT BOOK 56 PAGE 100 LOT 105 BLOCK 4	\$641.10	\$1,730.66
DAVENPORT WAYNE District: 404 (7007)	138-21-417-056 008241 CACTUS CANYON CT BONITA CANYON UNIT 2, PLAT BOOK 58 PAGE 71 LOT 122 BLOCK 2	\$584.04	\$1,496.85
WOODS FREDERICK J & DENA F District: 404 (7007)	138-21-417-062 008217 CACTUS CANYON CT BONITA CANYON UNIT 2, PLAT BOOK 58 PAGE 71 LOT 116 BLOCK 2	\$584.04	\$1,496.85
MORADOHILLS INC	138-21-714-004 001813 MORADO HILLS LN SANTA FE-PHASE 4, PLAT BOOK 58 PAGE 67		

GARCIA PAUL M JR & CHRISTINA M District: 404 (7007)	138-21-814-049 1612 INDIAN COVE LA PLATEAU-PHASE 2, PLAT BOOK 56 PAGE 92 LOT 23 BLOCK 2	\$562.35	\$1,408.44
ADKINS VICTOR J District: 404 (7007)	138-21-819-046 001609 GREY BULL WY PLATEAU-PHASE 3, PLAT BOOK 59 PAGE 3 LOT 54 BLOCK 2	\$715.91	\$1,562.00
TARIQ OSMAN District: 404 (7007)	138-30-513-020 009329 EAGLE RIDGE DR MONTAIRE-PHASE 3, PLAT BOOK 58 PAGE 11 LOT 122 BLOCK 7	\$758.05	\$2,205.47
BANK U S NATIONAL ASSN TRS District: 404 (7008)	137-24-515-040 002336 IVORY POINT CT SUNSET CREST, PLAT BOOK 69 PAGE 71 LOT 90 BLOCK C	\$645.22	\$1,759.77
EDMERSON LARRY & LISA ANN District: 404 (7008)	137-24-620-015 2057 WANDERING DOE LA INDIAN HILLS-UNIT 4, PLAT BOOK 75 PAGE 50 LOT 43 BLOCK 6	\$553.51	\$1,396.75
COPCUTT BRIAN District: 404 (7008)	137-24-621-001 010233 ALESSANDRO AV CANTABRIA UNIT TWO, PLAT BOOK 75 PAGE 18 LOT 37 BLOCK A	\$802.74	\$2,407.54
MCADAMS LEOPAL District: 404 (7008)	137-24-715-043 001980 VERBANIA DR INDIAN HILLS-UNIT 1, PLAT BOOK 69 PAGE 12 LOT 112 BLOCK 3	\$559.89	\$1,408.87
BANK LASALLE N A TRS District: 404 (7008)	137-24-716-042 010109 SNOW CREST PL MOUNTAIN GATE WEST, PLAT BOOK 69 PAGE 66 LOT 31 BLOCK A	\$1,260.50	\$2,356.24
LOPEZ MARK A District: 404 (7008)	137-24-811-004 001600 SCENIC PEAK ST ASPENGLIN IN THE CROSSING AT SUMMERLIN-UNIT #1, PLAT BOOK 66 PAGE 23 LOT 130 BLOCK D	\$585.72	\$1,515.08
ISBELL LA-SHARON District: 404 (7008)	137-24-813-182 010320 SUMMER RIVER AV PARCEL W IN THE CROSSING AT SUMMERLIN, PLAT BOOK 67 PAGE 11 LOT 34 BLOCK A	\$553.80	\$1,383.76
PRUSAC ALAN District: 404 (7008)	137-24-817-270 010213 PENRITH AV -UT 104 PACIFIC CREST, PLAT BOOK 74 PAGE 22 UNIT 4114 BLDG 41	\$433.90	\$892.02
MENESES EVA C District: 404 (7008)	137-25-514-099 001112 CARAWAY LN WEST HILLS, PLAT BOOK 65 PAGE 76 LOT 7 BLOCK 1	\$610.63	\$1,617.45
KARAPETIONA AKOP SR District: 404 (7008)	137-25-519-029 001212 BENICIA HILLS ST DISCOVERY HILLS UNIT 3, PLAT BOOK 72 PAGE 52 LOT 86 BLOCK E	\$750.85	\$2,194.14
HIBBERT KAREL District: 404 (7008)	137-25-520-014 010121 JACOB PL -UT 203 RED BLUFFS AT THE CROSSING- UNIT 1, PLAT BOOK 77 PAGE 15 UNIT 1332 BLDG 13	\$419.50	\$831.48
MANGLICMOT BENCY M District: 404 (7008)	137-25-612-028 010209 CHALON PL SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 28 BLOCK A	\$564.41	\$1,427.39
LATONIO ARLYNE E & ARMAND O District: 404 (7008)	137-25-612-034 000917 CORSICA LN SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 34 BLOCK A	\$78.09	\$941.07
HARMES GORDON E & LINDA E District: 404 (7008)	137-25-612-126 10304 FORUM HILLS PL SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 139 BLOCK A	\$564.41	\$1,427.40
BORBLEY ELIZABETH B District: 404 (7008)	137-25-612-127 010300 FORUM HILLS PL SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 140 BLOCK A	\$564.41	\$1,427.40
BRITTINGHAM MADLYN F CUNANAN LOLITA District: 404 (7008)	137-25-612-135 000916 CORSICA LN SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 198 BLOCK B	\$563.59	\$1,426.58

COLLINS RICHARD C District: 404 (7008)	137-25-612-144 1009 SIENA HILLS LA SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 207 BLOCK B	\$560.59	\$1,411.65
HANNAFORD SUSAN District: 404 (7008)	138-19-115-045 009712 HIGHRISE DR HALF ACRES-PHASE 1 AT SUMMERLIN VILLAGE 7-THE TRAILS, PLAT BOOK 66 PAGE 39 LOT 8 BLOCK 1	\$1,567.98	\$5,566.68
BANK NEW YORK TRS District: 404 (7008)	138-19-212-035 009608 CORAL ROSE CT COUNTRY ROSE EST AT THE TRAILS- UNIT 1, PLAT BOOK 64 PAGE 89 LOT 95 BLOCK C	\$688.87	\$1,939.24
TRUSTEE CLARK COUNTY TREASURER % SPEELMAN LISA District: 404 (7008)	138-19-218-069 002016 ARBOR FOREST ST CANYON OAKS, PLAT BOOK 69 PAGE 77 LOT 55 BLOCK D	\$716.09	\$2,051.18
NOLAN RAYMOND PAUL & HOLLY District: 404 (7008)	138-19-315-022 001909 SIERRA OAKS LN LAPAZ, PLAT BOOK 65 PAGE 53 LOT 22 BLOCK B	\$659.61	\$1,818.87
CANTU CHRISTINA RODRIGUEZ JESSICA District: 404 (7008)	138-19-321-008 010000 PINNACLE VIEW PL MOUNTAIN GATE WEST, PLAT BOOK 69 PAGE 66 LOT 9 BLOCK A	\$625.74	\$1,679.59
DECARVALHO M REVOCABLE LIVING TR DECARVALHO MARY District: 404 (7008)	138-19-322-009 009841 LENOX CREST PL SIERRA RIDGE 2, PLAT BOOK 69 PAGE 93 LOT 9 BLOCK B	\$592.79	\$1,544.11
ALFARO MARIA M District: 404 (7008)	138-19-415-003 009732 PANORAMA CLIFF DR SEQUOIA PHASE 2, PLAT BOOK 65 PAGE 13 LOT 13 BLOCK 1	\$517.37	\$1,422.69
MONTALVO JOSEPH R & MARACITA P District: 404 (7008)	138-21-424-017 1709 DOUBLE ARCH CT LA MIRADA UNIT 3, PLAT BOOK 66 PAGE 48 LOT 29 BLOCK 1	\$365.72	\$1,748.63
SCHUMANN SHANNON L District: 404 (7008)	138-21-715-027 001737 PICARO CT ALTA MIRA AT SUMMERLIN PHASE 2, PLAT BOOK 62 PAGE 91 LOT 23 BLOCK 3	\$540.11	\$1,327.45
MILLER ANDREA C District: 404 (7008)	138-21-716-054 007701 AMATO AV BUENA VISTA UNIT 2, PLAT BOOK 63 PAGE 43 LOT 10 BLOCK 7	\$514.50	\$1,176.76
THRAILKILL MARGARET District: 404 (7008)	138-21-716-111 007600 BAUBLE AV BUENA VISTA UNIT 2, PLAT BOOK 63 PAGE 43 LOT 11 BLOCK 6	\$499.94	\$1,162.20
HERNANDEZ FRANCISCO District: 404 (7008)	138-21-818-025 001724 POMERADO DR ALTA MIRA AT SUMMERLIN-PHASE 1, PLAT BOOK 58 PAGE 97 LOT 23 BLOCK 1	\$556.17	\$1,393.55
POMERADO TRUST HAYDEN BRAD District: 404 (7008)	138-21-818-029 001708 POMERADO DR ALTA MIRA AT SUMMERLIN-PHASE 1, PLAT BOOK 58 PAGE 97 LOT 19 BLOCK 1	\$556.17	\$1,393.55
PUTVIN KATHRYNE & KARISSA M District: 404 (7008)	138-30-114-039 010100 JACOB PL -UT 103 RED BLUFFS AT THE CROSSING- UNIT 1, PLAT BOOK 77 PAGE 15 UNIT 2141 BLDG 21	\$419.50	\$831.47
BANK NEW YORK TRS District: 404 (7008)	138-30-516-035 009452 CANALINO DR SANTA BARBARA AT SUMMERLIN- UNIT 1, PLAT BOOK 66 PAGE 71 LOT 183 BLOCK 2	\$472.52	\$1,049.46
HUYNH THIEN K District: 404 (7008)	138-30-623-036 000817 OLD MINE CREEK LN SANTA BARBARA AT SUMMERLIN UNIT 2 AMD, PLAT BOOK 77 PAGE 61 LOT 122 BLOCK 3	\$501.97	\$1,170.65
VIRTUCIO ERICK District: 707 (7050)	137-23-811-122 011064 WHOOPING CRANE LN FALLBROOK, PLAT BOOK 82 PAGE 99 LOT 65 BLOCK 2	\$792.85	\$3,975.64
ASUNCION RONALD District: 707 (7050)	137-24-413-004 010745 WOODLORE PL OAK HILLS AT SUMMERLIN-PHASE 1, PLAT BOOK 80 PAGE 2 LOT 7 BLOCK 2	\$764.87	\$4,306.43
MIYANO DEREK M & KAZUE District: 707 (7050)	137-24-418-016 010500 JEREMY POINTE AV ARBOR GROVE UNIT 3, PLAT BOOK 86 PAGE 19 LOT 141 BLOCK H	\$806.49	\$4,076.46
VANOOSTENDORP TRAVIS District: 707 (7050)	137-25-115-009 001508 REMEMBRANCE HILL ST ARBOR GROVE-UNIT 1, PLAT BOOK 77 PAGE 37 LOT 5 BLOCK E	\$806.49	\$4,076.46
VARGAS MARY ESTHER District: 707 (7050)	137-25-121-005 001221 WOODMORE ST WEST BROOK PHASE 2, PLAT BOOK 90 PAGE 53 LOT 14 BLOCK 1	\$882.96	\$4,640.36
DUCAJ ROBERT G District: 707 (7050)	137-25-221-064 010717 ELM RIDGE AV BREAMOOR HGTS-PHASE 2, PLAT BOOK 83 PAGE 55 LOT 111 BLOCK 6	\$762.75	\$8,003.28
DIWALL STREET LLC	137-25-416-056 000324 EMERALD VISTA WY CHARDONNAY #53-BY LEWIS HOMES PLAT		

DYUSSEBAYEV ASSAN District: 707 (7050)	137-25-816-039 000214 N ROYAL ASCOT DR PARCEL O SUMMERLIN VILLAGE 3 PHASE 1, PLAT BOOK 79 PAGE 96 LOT 44 BLOCK A	\$1,696.46	\$10,641.43
GRUSHKOVSKI OFIR & SARIT LIV TR District: 707 (7050)	137-26-513-102 001304 DREAM BRIDGE DR BROOKFIELD PARCEL U, PLAT BOOK 84 PAGE 100 LOT 113 BLOCK 3	\$816.23	\$4,148.21
FERNANDO DUSHAN N District: 707 (7050)	137-26-513-136 001428 SWANBROOKE DR BROOKFIELD PARCEL U, PLAT BOOK 84 PAGE 100 LOT 147 BLOCK 4	\$816.23	\$4,148.21
SALAMI SONIA District: 707 (7050)	137-26-518-010 011148 DELL CLIFFS CT ARBOR VIEW, PLAT BOOK 88 PAGE 16 LOT 83 BLOCK 1	\$1,127.55	\$6,444.87
NICHOLS RAYMOND L & JAMESETTA C District: 707 (7050)	137-26-611-074 010908 SUMMER QUAIL AV QUAIL RIDGE, PLAT BOOK 85 PAGE 73 LOT 115 BLOCK 4	\$497.56	\$5,148.71
KIM SOON KYUNG District: 707 (7050)	137-26-614-053 011217 SANDY GROVE AV ARBOR VIEW, PLAT BOOK 88 PAGE 16 LOT 53 BLOCK 1	\$1,127.55	\$6,444.87
412 WINERY RIDGE ST LAND TRUST CAMARA MOHAMED District: 707 (7050)	137-26-713-019 000412 WINERY RIDGE ST NAPA HILLS BY LEWIS HOMES-UNIT 2, PLAT BOOK 85 PAGE 33 LOT 24 BLOCK 1	\$739.66	\$3,583.39
MINERVINI MICHAEL & JENNINE District: 707 (7050)	137-26-714-023 11016 DESERT DOVE AV QUAIL RIDGE, PLAT BOOK 85 PAGE 73 LOT 86 BLOCK 3	\$1,023.10	\$5,674.25
GAVIN KENNETH G & CASSANDRA G District: 707 (7050)	137-26-714-039 011004 CLIFF SWALLOW AV QUAIL RIDGE, PLAT BOOK 85 PAGE 73 LOT 70 BLOCK 2	\$1,023.10	\$5,674.25
LOFFREDO JERRY J & LISA ANNE District: 707 (7050)	137-26-718-044 000716 BERNINI ST SONOMA HILLS BY LEWIS HOMES-UNIT 2, PLAT BOOK 95 PAGE 60 LOT 100 BLOCK 3	\$743.31	\$3,610.29
CUNANAN LOLITA A District: 707 (7050)	137-26-812-039 000345 SONOMA VALLEY ST NAPA HILLS BY LEWIS HOMES-UNIT 3, PLAT BOOK 90 PAGE 78 LOT 95 BLOCK 1	\$739.66	\$3,583.39
MIRANDA DANTE L District: 707 (7050)	137-26-812-043 000409 SONOMA VALLEY ST NAPA HILLS BY LEWIS HOMES-UNIT 3, PLAT BOOK 90 PAGE 78 LOT 99 BLOCK 1	\$739.66	\$3,583.39
SUTTON JACK R District: 707 (7050)	137-35-613-001 000569 ARTOLA ST MARBELLA RIDGE, PLAT BOOK 93 PAGE 38 LOT 1 BLOCK 1	\$748.89	\$3,651.50
TJEDER LIA AILI District: 707 (7050)	137-35-614-010 011004 LINDEN LEAF AV ASPEN MEADOWS-UNIT ONE, PLAT BOOK 96 PAGE 5 LOT 10 BLOCK 1	\$411.84	\$3,062.24
BANK DEUTSCHE NATIONAL TR CO TRS District: 707 (7050)	137-35-620-001 000546 POPLAR LEAF ST ASPEN MEADOWS-UNIT 2 AMD, PLAT BOOK 102 PAGE 44 LOT 23 BLOCK 1	\$709.35	\$3,359.75
RIOS ELINDA District: 707 (7050)	137-35-711-016 000609 RUNBRIDGE ST SUMMERLIN PARCEL MM-UNIT 1, PLAT BOOK 89 PAGE 84 LOT 114 BLOCK 2	\$1,076.28	\$6,066.46
NICKS LOUISE & GREGORY D District: 707 (7050)	137-36-111-041 000216 SWALE LN OAK KNOLL, PLAT BOOK 79 PAGE 40 LOT 27 BLOCK 3	\$1,015.26	\$5,616.34
KERNS BRANDON S District: 707 (7050)	137-36-111-077 000200 STOUR LN OAK KNOLL, PLAT BOOK 79 PAGE 40 LOT 31 BLOCK 4	\$778.70	\$5,379.78
FATU LINDA V District: 707 (7050)	137-36-112-033 000304 MAGNOLIA ARBOR ST ROSEWOOD BY PARDEE-PHASE 1, PLAT BOOK 79 PAGE 76 LOT 12 BLOCK 1	\$830.50	\$4,253.49
RIKARD ROY D District: 707 (7050)	137-36-112-048 010641 LACE VINE ARBOR AV ROSEWOOD BY PARDEE-PHASE 1, PLAT BOOK 79 PAGE 76 LOT 28 BLOCK 2	\$830.50	\$4,253.48

... Continuation of 7/31 LV Clerk Assessment Sale

LEYS SHEILA M & STEVEN C District: 707 (7050)	137-36-113-126 000325 AMBER PINE ST -UT 204 SILVER PINES CONDO AMD, PLAT BOOK 82 PAGE 36 UNIT 204 BLDG 9	\$493.26	\$1,765.78
KASPER CHRISTINE District: 707 (7050)	137-36-113-259 010524 PINE GLEN AV -UT 203 SILVER PINES CONDO AMD, PLAT BOOK 82 PAGE 36 UNIT 203 BLDG 19	\$493.26	\$1,765.78
BANK J P MORGAN CHASE N A TRS District: 707 (7050)	137-36-211-045 010705 SPRUCEDALE AV GLENMERE #2-BY LEWIS HOMES, PLAT BOOK 82 PAGE 1 LOT 123 BLOCK D	\$942.26	\$5,077.80
MARUTA JUNKO District: 707 (7050)	137-36-212-015 010745 SPRUCEDALE AV GLENMERE #1-BY LEWIS HOMES, PLAT BOOK 81 PAGE 69 LOT 113 BLOCK D	\$942.26	\$5,077.80
GONZALEZ SANDRA ALVAREZ District: 707 (7050)	137-36-214-022 010617 MOON FLOWER ARBOR PL ROSEWOOD BY PARDEE-PHASE 2, PLAT BOOK 85 PAGE 7 LOT 34 BLOCK 1	\$830.50	\$4,253.53
FITZMAURICE BESSIE District: 707 (7050)	137-36-313-027 010533 INDIA HAWTHORN AV DESERT BLOOM, PLAT BOOK 89 PAGE 19 LOT 46 BLOCK 6	\$776.27	\$3,853.44
TURPIN RAYMOND J JR District: 707 (7050)	137-36-519-021 113 S BUTEO WOODS LA TALON POINTE UNIT 3 SUMMERLIN VILLAGE 3 PARCEL N, PLAT BOOK 92 PAGE 25 LOT 54 BLOCK 1	\$1,216.21	\$7,098.88
BORETA KERI District: 707 (7050)	137-36-714-044 010177 BIRCH BLUFF LN COTTONWOOD TERRACE-PHASE 1, PLAT BOOK 89 PAGE 31 LOT 144 BLOCK 2	\$678.88	\$3,134.93
OLSON DAVID L District: 707 (7050)	137-36-813-048 10312 JUNIPER CREEK LA COTTONWOOD TERRACE-PHASE 2, PLAT BOOK 92 PAGE 58 LOT 183 BLOCK 2	\$678.88	\$3,134.93
LIN GILBERT W District: 707 (7050)	137-36-813-066 010308 BIRCH BLUFF LN COTTONWOOD TERRACE-PHASE 2, PLAT BOOK 92 PAGE 58 LOT 83 BLOCK 1	\$620.76	\$3,076.82
CORREA PARRIS District: 808 (7051)	137-26-314-009 011537 CAMEO AV VILLAGE 20-SUMMERLIN PARCEL T & U UNIT 1, PLAT BOOK 105 PAGE 90 LOT 86 BLOCK 1	\$1,670.22	\$11,233.28
G M A C MORTGAGE L L C District: 808 (7051)	137-26-411-005 000216 UCCELLO DR MONTEROSSA UNIT 1, PLAT BOOK 101 PAGE 54 LOT 5 BLOCK D	\$1,471.61	\$9,654.34
BANK WELLS FARGO N A District: 808 (7051)	137-26-411-017 011385 PERUGINO DR MONTEROSSA UNIT 1, PLAT BOOK 101 PAGE 54 LOT 80 BLOCK E	\$1,285.74	\$9,468.47
BANK U S NATIONAL ASSN TRS District: 808 (7051)	137-26-411-051 000178 UCCELLO DR MONTEROSSA UNIT 1, PLAT BOOK 101 PAGE 54 LOT 52 BLOCK A	\$1,471.61	\$9,654.34
KASPER MICHAEL & CHRISTINE District: 808 (7051)	137-26-411-065 011388 VERNAZZA CT MONTEROSSA UNIT 1, PLAT BOOK 101 PAGE 54 LOT 118 BLOCK C	\$1,471.61	\$9,654.34
HO DAVID T District: 808 (7051)	137-26-419-003 000317 LAKE WINDEMERE ST PARADISO UNIT 1 AT THE SUMMERLIN VISTAS, PLAT BOOK 106 PAGE 65 LOT 3 BLOCK B	\$2,026.15	\$14,063.00
PAK EUGENE District: 808 (7051)	137-26-422-003 011516 BOHEMIAN FOREST AV PARADISO UNIT 1 AT THE SUMMERLIN VISTAS AMD, PLAT BOOK 111 PAGE 81 LOT 83 BLOCK D	\$2,026.15	\$14,063.00
NEEL JEFFREY & CAROLE District: 808 (7051)	137-26-815-022 000326 NEWCASTLE BRIDGE ST ASHTON PARK AT THE VISTAS, PLAT BOOK 100 PAGE 12 LOT 24 BLOCK 1	\$563.28	\$6,819.89
BANK WELLS FARGO N A District: 808 (7051)	137-26-815-043 000322 CARLISLE CROSSING ST ASHTON PARK AT THE VISTAS, PLAT BOOK 100 PAGE 12 LOT 61 BLOCK 2	\$1,194.47	\$7,451.09
READ KIM District: 808 (7051)	137-26-816-004 000246 APENNINE PL BELLA VISTA AT THE VISTAS-UNIT 2, PLAT BOOK 102 PAGE 86 LOT 33 BLOCK A	\$1,287.27	\$8,189.01
BANK WELLS FARGO N A TRS District: 808 (7051)	137-26-816-005 000242 APENNINE PL BELLA VISTA AT THE VISTAS-UNIT 2, PLAT BOOK 102 PAGE 86 LOT 34 BLOCK A	\$1,287.27	\$8,189.01
FLUKER MARK S District: 808 (7051)	137-26-816-017 011242 REVELRY LN BELLA VISTA AT THE VISTAS-UNIT 2, PLAT BOOK 102 PAGE 86 LOT 46 BLOCK A	\$1,287.17	\$8,188.91
KERTIS SUN CHA District: 808 & 809 (7051 & 7060)	137-34-411-095 012271 LA PRADA PL PALOMAR AT THE PASEOS, PLAT BOOK 111 PAGE 86 LOT 94 BLOCK D	\$1,861.40	\$13,177.75
KHAN NASEEM A District: 808 & 809 (7051 & 7060)	137-34-411-096 012275 LA PRADA PL PALOMAR AT THE PASEOS, PLAT BOOK 111 PAGE 86 LOT 95 BLOCK D	\$1,861.40	\$13,177.76
LIUZZA SALVADOR District: 808 & 809 (7051 & 7060)	137-34-412-016 000948 TUDELA CT GRANADA AT SUMMERLIN-UNIT 1, PLAT BOOK 112 PAGE 86 LOT 100 BLOCK D		

LAS PALOMAS L L C District: 808 & 809 (7051 & 7060)	137-34-413-012 000884 LAS PALOMAS DR LOS LOMAS AT PASEOS PARCEL F AT VILLAGE 23A, PLAT BOOK 115 PAGE 13 LOT 58 BLOCK B	\$1,983.57	\$14,179.13
JENKINS BRENDA L District: 808 (7051)	137-34-512-037 011785 CASHMERE MIST AV CANTERRA AT THE VISTAS-UNIT 1, PLAT BOOK 105 PAGE 92 LOT 84 BLOCK 3	\$1,383.71	\$8,955.51
JENG GUEY S District: 808 & 809 (7051 & 7060)	137-34-514-006 011816 RED CAMELLIA AV MARIPOSA AT THE PASEOS-UNIT 2, PLAT BOOK 113 PAGE 32 LOT 47 BLOCK 2	\$1,452.54	\$9,826.60
SNEEN MICHELLE District: 808 (7051)	137-34-612-010 011753 VIA ESPERANZA AV SOLANO AT THE VISTAS, PLAT BOOK 108 PAGE 71 LOT 19 BLOCK 1	\$1,153.81	\$7,127.90
CHRISTOPHER JAMES District: 808 & 809 (7051 & 7060)	137-34-614-014 011901 LOVE ORCHID LN MARIPOSA AT THE PASEOS-UNIT 1, PLAT BOOK 112 PAGE 10 LOT 14 BLOCK 1	\$1,452.54	\$9,826.61
CARDENAS VINCENT District: 808 & 809 (7051 & 7060)	137-34-614-043 000617 WANDERING VIOLETS WY MARIPOSA AT THE PASEOS-UNIT 1, PLAT BOOK 112 PAGE 10 LOT 112 BLOCK 4	\$1,155.74	\$9,529.81
BAZAK BEDOR District: 808 & 809 (7051 & 7060)	137-34-615-034 000517 IVY SPRING ST MARIPOSA AT THE PASEOS-UNIT 2, PLAT BOOK 113 PAGE 32 LOT 95 BLOCK 4	\$1,452.54	\$9,826.60
WEBSTER PAUL District: 808 & 809 (7051 & 7060)	137-34-617-008 000528 PUENTA DEL REY ST BARCELONA AT THE PASEOS - UNIT 1, PLAT BOOK 117 PAGE 6 LOT 62 BLOCK 4	\$1,921.30	\$13,668.86
VILLEGAS GREGORY T JR District: 808 (7051)	137-34-617-050 000525 CABRERA CT BARCELONA AT THE PASEOS - UNIT 1, PLAT BOOK 117 PAGE 6 LOT 43 BLOCK 3	\$1,041.04	\$6,022.92
STEVENS JAMES District: 808 & 809 (7051 & 7060)	137-34-620-012 000636 CHERVIL VALLEY DR SERRANO UNIT 2, PLAT BOOK 120 PAGE 43 LOT 21 BLOCK A	\$2,500.20	\$20,088.91
PETEET BUFORD C District: 808 (7051)	137-34-711-026 011709 GROTTA AZZURRA AV CAPRI UNIT-1 AT THE VISTAS, PLAT BOOK 107 PAGE 63 LOT 69 BLOCK A	\$1,078.19	\$6,526.66
PARK SEUNG T District: 808 (7051)	137-34-711-028 011701 GROTTA AZZURRA AV CAPRI UNIT-1 AT THE VISTAS, PLAT BOOK 107 PAGE 63 LOT 71 BLOCK A	\$1,078.19	\$6,526.66
ROJAS SWEET J District: 808 (7051)	137-34-713-018 011749 VILLA SAN MICHELE CT CAPRI UNIT-2 AT THE VISTAS, PLAT BOOK 107 PAGE 77 LOT 55 BLOCK A	\$1,078.19	\$6,526.67
WHITE MARK District: 808 (7051)	137-34-715-004 011728 KINGS ARMS LN SOMERSET UNIT 3, PLAT BOOK 109 PAGE 36 LOT 29 BLOCK A	\$995.42	\$5,868.74
SIJAN ENTERPRISES L L C District: 808 (7051)	137-34-716-056 012020 PRADA VERDE DR ESCALA UNIT #1, PLAT BOOK 112 PAGE 98 LOT 54 BLOCK A	\$856.17	\$4,761.63
PERSON STEPHEN T District: 808 & 809 (7051 & 7060)	137-34-717-017 011921 LUNA DEL MAR LN PARCEL H AT THE PASEOS, PLAT BOOK 114 PAGE 9 LOT 39 BLOCK 2	\$1,157.06	\$7,404.80
QUINTEROS MARIO R District: 808 & 809 (7051 & 7060)	137-34-717-035 011841 AMISTOSO LN PARCEL H AT THE PASEOS, PLAT BOOK 114 PAGE 9 LOT 64 BLOCK 3	\$1,157.06	\$7,404.80
SOLOMON WILLIAM District: 808 & 809 (7051 & 7060)	137-34-717-115 011831 BARCINAS LN PARCEL H AT THE PASEOS, PLAT BOOK 114 PAGE 9 LOT 144 BLOCK 7	\$1,096.18	\$7,343.92
GASPAR ROBERT District: 808 (7051)	137-34-718-011 000845 COLINA ALTA PL ESCALA UNIT #2, PLAT BOOK 115 PAGE 44 LOT 31 BLOCK A	\$1,604.32	\$5,509.76

TAGLIARINI JOSEPH M CUEVAS GUILLERMO District: 808 & 809 (7051 & 7060)	137-34-718-016 000825 COLINA ALTA PL ESCALA UNIT #2, PLAT BOOK 115 PAGE 44 LOT 36 BLOCK A	\$1,568.13	\$10,774.26
KARTASHYAN MARIETTA District: 808 & 809 (7051 & 7060)	137-34-718-024 012060 PRADA VERDE DR ESCALA UNIT #2, PLAT BOOK 115 PAGE 44 LOT 44 BLOCK A	\$1,568.13	\$10,774.26
SALLAM SAMER S District: 808 & 809 (7051 & 7060)	137-34-718-045 012050 CIELO AMBER LN ESCALA UNIT #2, PLAT BOOK 115 PAGE 44 LOT 96 BLOCK B	\$1,568.13	\$10,774.26
GERSHMAN JAY C District: 808 & 809 (7051 & 7060)	137-34-721-003 000715 LUMINOSO ST PARCEL H AT PASEOS AMD, PLAT BOOK 118 PAGE 9 LOT 4 BLOCK 1	\$1,157.06	\$7,404.80
AQUINO ALEJANDRO A District: 808 (7051)	137-34-811-021 011716 ROYAL DERWENT DR SOMERSET UNIT 3, PLAT BOOK 109 PAGE 36 LOT 146 BLOCK C	\$995.42	\$5,868.73
STRUHL FELICIA M JARDINE EDITH District: 808 & 809 (7051 & 7060)	137-34-812-008 000952 ENCORVADO ST GRANADA AT SUMMERLIN-UNIT 1, PLAT BOOK 112 PAGE 54 LOT 48 BLOCK 1	\$1,280.60	\$10,407.99
WILSON ANDREW District: 808 & 809 (7051 & 7060)	137-34-814-006 001008 DOUGLAS FLAT PL CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 6 BLOCK A	\$1,043.67	\$6,475.36
SERRANO LUIS F District: 808 & 809 (7051 & 7060)	137-34-814-028 011929 JAMBERRY MOUNTAIN CT CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 28 BLOCK A	\$1,043.67	\$6,475.36
GONZALEZ CEZAR T District: 808 & 809 (7051 & 7060)	137-34-814-116 001021 CAMPO SECO CT CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 116 BLOCK B	\$1,043.67	\$6,475.38
CABUTOTAN ADELIA C JOHN ROSSANA District: 808 & 809 (7051 & 7060)	137-34-814-129 011933 MAY WEED CT CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 129 BLOCK B	\$1,043.67	\$6,475.38
CUBANGBANG RODRIGO District: 808 & 809 (7051 & 7060)	137-34-814-130 011929 MAY WEED CT CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 130 BLOCK B	\$1,043.67	\$6,475.38
SIJAN ENTERPRISES L L C District: 808 & 809 (7051 & 7060)	137-34-816-018 011909 ALAVA AV CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 18 BLOCK A	\$1,201.09	\$7,765.91
LI YAN District: 808 & 809 (7051 & 7060)	137-34-816-027 011825 ALAVA AV CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 27 BLOCK A	\$1,201.09	\$7,765.91
HOMM KEVIN A District: 808 & 809 (7051 & 7060)	137-34-816-035 001060 CALVIA ST CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 35 BLOCK A	\$1,201.09	\$7,765.91
CASEY JAMES R District: 808 & 809 (7051 & 7060)	137-34-816-100 011829 AMPUCIA CT CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 100 BLOCK B	\$1,201.09	\$7,765.90
VALLADARES NELSON District: 808 & 809 (7051 & 7060)	137-34-817-047 011830 PORTINA DR -UT 1030 CORONADO AT SUMMERLIN AMD, PLAT BOOK 119 PAGE 19 UNIT 1030 BLDG 10	\$927.98	\$5,527.00
FOYTICH JANET S District: 808 & 809 (7051 & 7060)	137-34-817-064 000860 CANTERRA ST -UT 2038 CORONADO AT SUMMERLIN AMD, PLAT BOOK 119 PAGE 19 UNIT 2038 BLDG 13	\$927.98	\$5,527.00
SULLIVAN SCOTT M District: 808 (7051)	137-35-114-021 011572 COSTA LINDA AV SONESTA UNIT #2, PLAT BOOK 105 PAGE 96 LOT 114 BLOCK B	\$1,171.67	\$7,269.91
FV-1 INC District: 808 (7051)	137-35-114-030 000545 PLAYA LINDA PL SONESTA UNIT #2, PLAT BOOK 105 PAGE 96 LOT 123 BLOCK B	\$1,171.67	\$7,269.90
CACACHO JERICO & MARISSA District: 808 (7051)	137-35-210-020 011265 SANDRONE AV PORTOFINO-PHASE 1, PLAT BOOK 99 PAGE 81 LOT 16 BLOCK 1	\$1,086.55	\$6,593.10
DENNIS SCOTT E & TULASI R District: 808 (7051)	137-35-212-003 000573 CARIBBEAN PALM DR SONESTA UNIT #1, PLAT BOOK 105 PAGE 63 LOT 3 BLOCK E	\$1,171.67	\$7,269.90
D R L FAMILY L P District: 808 (7051)	137-35-212-013 000580 LACABANA BEACH DR SONESTA UNIT #1, PLAT BOOK 105 PAGE 63 LOT 13 BLOCK E	\$1,162.00	\$7,222.13
SYQUIO CARLOS P & MARILYN M District: 808 (7051)	137-35-212-026 000567 LACABANA BEACH DR SONESTA UNIT #1, PLAT BOOK 105 PAGE 63 LOT 134 BLOCK B	\$1,171.67	\$7,269.91
GHASSEDI MOGDEH District: 808 (7051)	137-35-216-006 000612 EL LORO ST SOLANO AT THE VISTAS, PLAT BOOK 108 PAGE 71 LOT 4 BLOCK 1	\$1,153.81	\$7,127.89
BANK DEUTSCHE NATIONAL TR CO TRS District: 808 (7051)	137-35-312-023 000912 PERCY ARMS ST SOMERSET UNIT 1, PLAT BOOK 107 PAGE 33 LOT 85 BLOCK A	\$995.42	\$5,868.73

ABAD DOLFUS & YOLANDA District: 808 (7051)	137-35-312-027 000913 PERCY ARMS ST SOMERSET UNIT 1, PLAT BOOK 107 PAGE 33 LOT 88 BLOCK B	\$995.42	\$5,868.74
LAINER SHARON LAINER DONALD District: 808 (7051)	137-35-314-003 000917 ROSEBERRY DR MIRALESTE AT SUMMERLIN-UNIT 1, PLAT BOOK 108 PAGE 99 LOT 57 BLOCK 1	\$1,689.20	\$11,404.46
LAINER DONALD R District: 808 (7051)	137-35-314-005 000929 ROSEBERRY DR MIRALESTE AT SUMMERLIN-UNIT 1, PLAT BOOK 108 PAGE 99 LOT 55 BLOCK 1	\$1,688.04	\$11,375.12
MARCELO SERGIO JR & MYRNA District: 808 (7051)	137-35-320-007 000825 ROSEBERRY DR MIRALESTE AT SUMMERLIN UNIT 3, PLAT BOOK 112 PAGE 55 LOT 7 BLOCK 3	\$1,656.82	\$11,372.08
ABBEY DUSTIN S District: 808 (7051)	137-35-320-023 000858 LA SCONSA DR MIRALESTE AT SUMMERLIN UNIT 3, PLAT BOOK 112 PAGE 55 LOT 23 BLOCK 1	\$1,692.10	\$11,407.36
LORENO JEFFREY V ETAL District: 808 (7051)	137-35-320-035 011530 VIA PRINCESSA CT MIRALESTE AT SUMMERLIN UNIT 3, PLAT BOOK 112 PAGE 55 LOT 102 BLOCK 2	\$1,692.10	\$11,407.35
URDA DANIEL & EMILIA District: 808 (7051)	137-35-321-002 000836 VISCANIO PL MIRAMONTE AT SUMMERLIN, PLAT BOOK 112 PAGE 75 LOT 2 BLOCK A	\$1,787.62	\$12,166.69
FAROQUE SONNY District: 808 (7051)	137-35-321-008 000904 VISCANIO PL MIRAMONTE AT SUMMERLIN, PLAT BOOK 112 PAGE 75 LOT 8 BLOCK A	\$1,787.13	\$12,166.20
BADEA MONICA E District: 808 (7051)	137-35-413-019 011644 ROYAL DERWENT DR SOMERSET UNIT 2, PLAT BOOK 107 PAGE 81 LOT 100 BLOCK B	\$995.42	\$5,868.74
DECOUD VICTOR & LETA District: 808 (7051)	137-35-413-021 011660 ROYAL DERWENT DR SOMERSET UNIT 2, PLAT BOOK 107 PAGE 81 LOT 102 BLOCK B	\$995.42	\$5,868.74
ANTAL ROBERT District: 808 (7051)	137-35-416-027 011621 CABO DEL VERDE AV CASA ROSA, PLAT BOOK 112 PAGE 48 LOT 27 BLOCK 1	\$1,230.83	\$7,740.09
FREMONT INVESTMENT & LOAN District: 808 (7051)	137-35-418-007 001012 BRINKMAN ST TALEGA AT THE VISTAS-UNIT 2, PLAT BOOK 113 PAGE 61 LOT 65 BLOCK 1	\$1,117.80	\$6,841.51
RUIZ ODIS District: 808 (7051)	137-35-418-023 011425 PARKERSBURG AV TALEGA AT THE VISTAS-UNIT 2, PLAT BOOK 113 PAGE 61 LOT 49 BLOCK 1	\$1,117.80	\$6,841.50
GOMEZ CARLOS & MARIA D District: 808 (7051)	137-35-511-025 011201 NEWBURY HILLS AV ASHTON PARK AT THE VISTAS, PLAT BOOK 100 PAGE 12 LOT 36 BLOCK 1	\$1,194.47	\$7,451.08
TESTA TIFFANY GULZARZADA BAKTASH District: 808 (7051)	137-35-514-006 011236 PLAYA BONITA AV SAN MARCOS-UNIT 2, PLAT BOOK 105 PAGE 62 LOT 66 BLOCK 5	\$1,215.49	\$7,618.31
FERRAN JOSE A District: 808 (7051)	137-35-617-008 000607 SAM LEONE CT PORTOFINO-PHASE 1, PLAT BOOK 99 PAGE 81 LOT 154 BLOCK 4	\$1,086.55	\$6,593.10
HERNANDEZ RICARDO District: 808 (7051)	137-35-618-031 011231 TRIBIANI AV PORTOFINO-PHASE 2, PLAT BOOK 100 PAGE 96 LOT 107 BLOCK 2	\$1,086.55	\$6,593.10
WINKFIELD GINGER District: 808 (7051)	137-35-619-028 000588 DOLETTA ST PORTOFINO-PHASE 3, PLAT BOOK 102 PAGE 2 LOT 59 BLOCK 1	\$1,086.55	\$6,593.10
KASPER MICHAEL W & CHRISTINE S District: 808 (7051)	137-35-619-042 000600 SICILIANO ST PORTOFINO-PHASE 3, PLAT BOOK 102 PAGE 2 LOT 73 BLOCK 1	\$1,086.55	\$6,593.09
GONZALEZ ENRIQUE C District: 808 (7051)	137-35-814-012 011241 STANWICK AV SUMMERLIN VILLAGE 20-PARCELS E,F & G- PHASE 1, PLAT BOOK 121 PAGE 95 LOT 202 BLOCK 5	\$1,243.06	\$7,837.52

... Continuation of 7/31 LV Clerk Assessment Sale

JONES WALTER District: 1463 (7052)	139-28-110-046 001951 SUTRO LN BONANZA VILLAGE TRACT, PLAT BOOK 2 PAGE 69 LOT 12 BLOCK 5	\$2,415.27	\$6,136.99
CORTEZ PEDRO PADILLA District: 1479 (7057)	139-35-413-086 000204 CIRCLE DR MAYFAIR TRACT #2 AMD, PLAT BOOK 2 PAGE 47 LOT 33 BLOCK 8	\$369.26	\$486.71
SANDICO TED District: 809 (7060)	137-34-816-099 011833 AMPUCIA CT CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 99 BLOCK B	\$805.91	\$4,584.02
RUTHE SCOTT J District: 1480 (7065)	138-03-112-013 007532 TAHOE BASIN DR CANYON RANCH EST UNIT #1, PLAT BOOK 43 PAGE 93 LOT 6	\$327.42	\$968.96
MILLER JONATHAN G & LAURA E District: 1480 (7065)	138-09-619-007 007633 RORY CT DAY DAWN EST-UNIT 4, PLAT BOOK 116 PAGE 95 LOT 7 BLOCK 1	\$887.09	\$4,206.97
VIRAY GAUDENCIO & ALMA District: 1480 (7065)	138-09-619-014 007608 RORY CT DAY DAWN EST-UNIT 4, PLAT BOOK 116 PAGE 95 LOT 14 BLOCK 1	\$887.09	\$4,206.97
MCDONALD SHARON LEE GIBSON ETAL District: 1478 (7067)	139-27-111-088 000207 HARRISON AV VALLEY VIEW ADD, PLAT BOOK 1 PAGE 50 LOT 12 BLOCK 21	\$966.39	\$1,907.22
ROTHE SHANNON V District: 1501 (7068)	139-35-411-029 001417 LEWIS AV LAS VEGAS DEVELOPMENT CO ADD RESUB BLKS 16,17 & 18 LADD ADD, PLAT BOOK 2 PAGE 51 LOT 8 BLOCK C	\$385.20	\$732.45
OHAI NICOLE District: 1487 (7069)	125-24-211-015 005924 VIZZI CT GARRETT CROSSING, PLAT BOOK 126 PAGE 59 LOT 15 BLOCK A	\$964.33	\$5,001.13
BANK H S B C USA NATL ASSN TRS District: 1493 (7071)	138-08-115-035 009117 FUSION DR DAY DAWN FUSION, PLAT BOOK 119 PAGE 17 LOT 35 BLOCK 1	\$839.90	\$4,262.18
MOLINA JESUS A District: 1493 (7071)	138-08-115-037 009125 FUSION DR DAY DAWN FUSION, PLAT BOOK 119 PAGE 17 LOT 37 BLOCK 1	\$839.90	\$4,262.18
MOLINA JESUS A District: 1493 (7071)	138-08-115-038 009129 FUSION DR DAY DAWN FUSION, PLAT BOOK 119 PAGE 17 LOT 38 BLOCK 1	\$839.90	\$4,262.18

* Includes whole amount of unpaid assessment, accrued and delinquent interest to July 31, 2007, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS § 271.555 to NRS § 271.575. The sale shall be continued from day to day as provided in NRS § 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS § 271.595.

The City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to the above parcels, as provided in NRS § 271.410. As provided in that section, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he / she is required to pay to the City in order to be restored to the right to pay his / her assessments in installments pursuant to NRS § 271.410(2).

**For additional information or questions, please call (702) 229-4942. Updated notice of sales will be posted on www.amgnv.com.

IN WITNESS WHEREOF, I have affixed my signature as of May 18, 2007

/s/ Mark R. Vincent, Department of Finance & Business Services/City Treasurer
PUB: July 11, 18, 26, 2007 LV Review-Journal

... Continuation of 7/31 LV Clerk Assessment Sale

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OHAI NICOLE District: 1487 (7069)	125-24-211-015 005924 VIZZI CT GARRETT CROSSING, PLAT BOOK 126 PAGE 59 LOT 15 BLOCK A	\$964.33	\$5,001.13
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IN WITNESS WHEREOF, I have affixed my signature as of May 18, 2007

/s/ Mark R. Vincent, Department of Finance & Business Services/City Treasurer

PUB: July 11, 18, 26, 2007 LV Review-Journal

RECEIVED
CITY CLERK

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

2007 AUG -6 A 10:53

STATE OF NEVADA)
COUNTY OF CLARK) SS:

Stacey M. Lewis, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

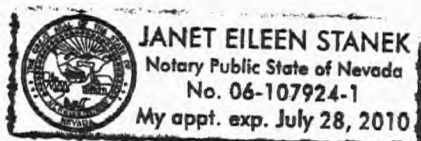
LV CITY CLERK

2296311LV

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was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 07/26/2007 to 07/26/2007, on the following days:

07/26/2007



Signed: _____

Stacey M. Lewis

SUBSCRIBED AND SWORN BEFORE ME THIS, THE

27th day of July, 2007.

Notary Public

Janet E. Stanek

NOTICE OF SALE

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on Tuesday, July 31, 2007, at the Council Chambers, Las Vegas City Hall Complex, 400 Stewart, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments in the City's Special Assessment Districts Nos. 404, 707 808, 809, and various districts to the City of Las Vegas:

Name of Owner	Description of Property	Total Amount Due Prior to 7/31/07	*Total Amount Due on Date of Sale
DALTON RICHARD District: 404 (7006)	137-25-715-017 010416 AMERICAN FALLS LN DISCOVERY POINTE UNIT 1, PLAT BOOK 75 PAGE 60 LOT 68 BLOCK B	\$587.83	\$1,621.25
MACRIS MICHAEL N & VALERIE A District: 404 (7006)	137-25-715-034 000508 CARLTON KAY PL DISCOVERY POINTE UNIT 1, PLAT BOOK 75 PAGE 60 LOT 16 BLOCK C	\$618.16	\$1,651.58
LOEZA DANIELLE District: 404 (7006)	137-25-717-040 000800 CANTERBURY CROSS PL WESTRIDGE AT SUMMERLIN-PHASE 2, PLAT BOOK 76 PAGE 9 LOT 43 BLOCK 3	\$647.26	\$1,771.57
HILVA MICHAEL PENA ZENON District: 404 (7006)	138-30-215-128 908 DOMNUS LA -UT 202 NORTH HALF PARCEL H-VILLAGE 3, PLAT BOOK 78 PAGE 65 UNIT 202 BLDG 12	\$411.25	\$798.65
GOSSARD AUSTIN W District: 404 (7007)	138-17-419-024 002428 FLOWER SPRING ST WILLOW TREE #4 BY LEWIS HOMES, PLAT BOOK 55 PAGE 88 LOT 112 BLOCK C	\$642.29	\$1,737.18
GARVEY CAROLLYNN District: 404 (7007)	138-20-615-015 002009 SEDONA CREEK CI SEDONA IN THE PUEBLO AT SUMMERLIN, PLAT BOOK 49 PAGE 88 LOT 114 BLOCK D	\$683.42	\$1,901.55
DENNIS ADAM M District: 404 (7007)	138-20-820-126 001709 HILLS OF RED DR -UT 201 RED HILLS AT THE PUEBLO AMD, PLAT BOOK 81 PAGE 12 UNIT 4332 BLDG 43	\$459.12	\$988.06
BROWN ROBERT District: 404 (7007)	138-20-820-137 1708 SKY OF RED DR -UT 202 RED HILLS AT THE PUEBLO AMD, PLAT BOOK 81 PAGE 12 UNIT 4631 BLDG 46	\$459.12	\$988.06
BANK LASALLE NATIONAL ASSN TRS District: 404 (7007)	138-21-310-011 008232 SEDONA SUNRISE DR SEDONA IN THE PUEBLO AT SUMMERLIN, PLAT BOOK 49 PAGE 88 LOT 165 BLOCK E	\$762.42	\$2,223.27
EISNER CATHRIN SARA & JAMIE P District: 404 (7007)	138-21-413-028 001717 CRYSTAL CREEK CI TAMARISK-PHASE 1, PLAT BOOK 56 PAGE 100 LOT 105 BLOCK 4	\$641.10	\$1,730.66
DAVENPORT WAYNE District: 404 (7007)	138-21-417-056 008241 CACTUS CANYON CT BONITA CANYON UNIT 2, PLAT BOOK 58 PAGE 71 LOT 122 BLOCK 2	\$584.04	\$1,496.85
WOODS FREDERICK J & DENA F District: 404 (7007)	138-21-417-062 008217 CACTUS CANYON CT BONITA CANYON UNIT 2, PLAT BOOK 58 PAGE 71 LOT 116 BLOCK 2	\$584.04	\$1,496.85
MORADOHILLS INC District: 404 (7007)	138-21-714-004 001813 MORADO HILLS LN SANTA FE-PHASE 4, PLAT BOOK 58 PAGE 67 LOT 56 BLOCK 2	\$581.89	\$1,488.08
TARIQ OSMAN District: 404 (7007)	138-30-513-020 009329 EAGLE RIDGE DR MONTAIRE-PHASE 3, PLAT BOOK 58 PAGE 11 LOT 122 BLOCK 7	\$758.05	\$2,205.47
BANK U S NATIONAL ASSN TRS District: 404 (7008)	137-24-515-040 002336 IVORY POINT CT SUNSET CREST, PLAT BOOK 69 PAGE 71 LOT 90 BLOCK C	\$645.22	\$1,759.77
EDMERSON LARRY & LISA ANN District: 404 (7008)	137-24-620-015 2057 WANDERING DOE LA INDIAN HILLS-UNIT 4, PLAT BOOK 75 PAGE 50 LOT 43 BLOCK 6	\$553.51	\$1,396.75
LOPEZ MARK A District: 404 (7008)	137-24-811-004 001600 SCENIC PEAK ST ASPENGLIN IN THE CROSSING AT SUMMERLIN-UNIT #1, PLAT BOOK 66 PAGE 23 LOT 130 BLOCK D	\$585.72	\$1,515.08
PRUSAC ALAN District: 404 (7008)	137-24-817-270 010213 PENRITH AV -UT 104 PACIFIC CREST, PLAT BOOK 74 PAGE 22 UNIT 4114 BLDG 41	\$433.90	\$892.02
KARAPETIÖNA AKOP SR District: 404 (7008)	137-25-519-029 001212 BENICIA HILLS ST DISCOVERY HILLS UNIT 3, PLAT BOOK 72 PAGE 52 LOT 86 BLOCK E	\$750.85	\$2,194.14
HIBBERT KAREL District: 404 (7008)	137-25-520-014 010121 JACOB PL -UT 203 RED BLUFFS AT THE CROSSING- UNIT 1, PLAT BOOK 77 PAGE 15 UNIT 1332 BLDG 13	\$419.50	\$831.48
MANGLICMOT BENCÝ M District: 404 (7008)	137-25-612-028 010209 CHALON PL SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 28 BLOCK A	\$564.41	\$1,427.39

BORBLEY ELIZABETH B District: 404 (7008)	137-25-612-127 010300 FORUM HILLS PL SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 140 BLOCK A	\$564.41	\$1,427.40
BRITTINGHAM MADLYN F CUNANAN LOLITA District: 404 (7008)	137-25-612-135 000916 CORSICA LN SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 198 BLOCK B	\$563.59	\$1,426.58
COLLINS RICHARD C District: 404 (7008)	137-25-612-144 1009 SIENA HILLS LA SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 207 BLOCK B	\$560.59	\$1,411.65
HANNAFORD SUSAN District: 404 (7008)	138-19-115-045 009712 HIGHRIDGE DR HALF ACRES-PHASE 1 AT SUMMERLIN VILLAGE 7-THE TRAILS, PLAT BOOK 66 PAGE 39 LOT 8 BLOCK 1	\$1,567.98	\$5,566.68
TRUSTEE CLARK COUNTY TREASURER % SPEELMAN LISA District: 404 (7008)	138-19-218-069 002016 ARBOR FOREST ST CANYON OAKS, PLAT BOOK 69 PAGE 77 LOT 55 BLOCK D	\$716.09	\$2,051.18
NOLAN RAYMOND PAUL & HOLLY District: 404 (7008)	138-19-315-022 001909 SIERRA OAKS LN LAPAZ, PLAT BOOK 65 PAGE 53 LOT 22 BLOCK B	\$659.61	\$1,818.87
SCHUMANN SHANNON L District: 404 (7008)	138-21-715-027 001737 PICARO CT ALTA MIRA AT SUMMERLIN PHASE 2, PLAT BOOK 62 PAGE 91 LOT 23 BLOCK 3	\$540.11	\$1,327.45
THRAILKILL MARGARET District: 404 (7008)	138-21-716-111 007600 BAUBLE AV BUENA VISTA UNIT 2, PLAT BOOK 63 PAGE 43 LOT 11 BLOCK 6	\$499.94	\$1,162.20
HERNANDEZ FRANCISCO District: 404 (7008)	138-21-818-025 001724 POMERADO DR ALTA MIRA AT SUMMERLIN-PHASE 1, PLAT BOOK 58 PAGE 97 LOT 23 BLOCK 1	\$556.17	\$1,393.55
PUTVIN KATHRYNE & KARISSA M District: 404 (7008)	138-30-114-039 010100 JACOB PL -UT 103 RED BLUFFS AT THE CROSSING- UNIT 1, PLAT BOOK 77 PAGE 15 UNIT 2141 BLDG 21	\$419.50	\$831.47
VIRTUCIO ERICK District: 707 (7050)	137-23-811-122 011064 WHOOPING CRANE LN FALLBROOK, PLAT BOOK 82 PAGE 99 LOT 65 BLOCK 2	\$792.85	\$3,975.64
ASUNCION RONALD District: 707 (7050)	137-24-413-004 010745 WOODLORE PL OAK HILLS AT SUMMERLIN-PHASE 1, PLAT BOOK 80 PAGE 2 LOT 7 BLOCK 2	\$764.87	\$4,306.43
VANOOSTENDORP TRAVIS District: 707 (7050)	137-25-115-009 001508 REMEMBRANCE HILL ST ARBOR GROVE-UNIT 1, PLAT BOOK 77 PAGE 37 LOT 5 BLOCK E	\$806.49	\$4,076.46
VARGAS MARY ESTHER District: 707 (7050)	137-25-121-005 001221 WOODMORE ST WEST BROOK PHASE 2, PLAT BOOK 90 PAGE 53 LOT 14 BLOCK 1	\$882.96	\$4,640.36
DJ WALLSTREET L L C District: 707 (7050)	137-25-416-056 000324 EMERALD VISTA WY CHARDONNAY #53-BY LEWIS HOMES, PLAT BOOK 80 PAGE 34 LOT 133 BLOCK D	\$810.87	\$4,108.50
GRUSHKOVSKI OFIR & SARIT LIV TR District: 707 (7050)	137-26-513-102 001304 DREAM BRIDGE DR BROOKFIELD PARCEL U, PLAT BOOK 84 PAGE 100 LOT 113 BLOCK 3	\$816.23	\$4,148.21
FERNANDO DUSHAN N District: 707 (7050)	137-26-513-136 001428 SWANBROOKE DR BROOKFIELD PARCEL U, PLAT BOOK 84 PAGE 100 LOT 147 BLOCK 4	\$816.23	\$4,148.21
NICHOLS RAYMOND L & JAMESETTA C District: 707 (7050)	137-26-611-074 010908 SUMMER QUAIL AV QUAIL RIDGE, PLAT BOOK 85 PAGE 73 LOT 115 BLOCK 4	\$497.56	\$5,148.71
KIM SOON KYUNG District: 707 (7050)	137-26-614-053 011217 SANDY GROVE AV ARBOR VIEW, PLAT BOOK 88 PAGE 16 LOT 53 BLOCK 1	\$1,127.55	\$6,444.87
MINERVINI MICHAEL & JENNINE District: 707 (7050)	137-26-714-023 11016 DESERT DOVE AV QUAIL RIDGE, PLAT BOOK 85 PAGE 73 LOT 86 BLOCK 3	\$1,023.10	\$5,674.25
GAVIN KENNETH G & CASSANDRA G District: 707 (7050)	137-26-714-039 011004 CLIFF SWALLOW AV QUAIL RIDGE, PLAT BOOK 85 PAGE 73 LOT 70 BLOCK 2	\$1,023.10	\$5,674.25

LOFFREDO JERRY J & LISA ANNE District: 707 (7050)	000716 BERNINI ST SONOMA HILLS BY LEWIS HOMES-UNIT 2, PLAT BOOK 95 PAGE 60 LOT 100 BLOCK 3	\$743.31	\$3,610.29
MIRANDA DANTE L District: 707 (7050)	137-26-812-043 000409 SONOMA VALLEY ST NAPA HILLS BY LEWIS HOMES-UNIT 3, PLAT BOOK 90 PAGE 78 LOT 99 BLOCK 1	\$739.66	\$3,583.39
BANK DEUTSCHE NATIONAL TR CO TRS District: 707 (7050)	137-35-620-001 000546 POPLAR LEAF ST ASPEN MEADOWS-UNIT 2 AMD, PLAT BOOK 102 PAGE 44 LOT 23 BLOCK 1	\$709.35	\$3,359.75
RIOS ELINDA District: 707 (7050)	137-35-711-016 000609 RUNBRIDGE ST SUMMERLIN PARCEL MM-UNIT 1, PLAT BOOK 89 PAGE 84 LOT 114 BLOCK 2	\$1,076.28	\$6,066.46
FATU LINDA V District: 707 (7050)	137-36-112-033 000304 MAGNOLIA ARBOR ST ROSEWOOD BY PARDEE-PHASE 1, PLAT BOOK 79 PAGE 76 LOT 12 BLOCK 1	\$830.50	\$4,253.49
BANK J P MORGAN CHASE N A TRS District: 707 (7050)	137-36-211-045 010705 SPRUCEDALE AV GLENMERE #2-BY LEWIS HOMES, PLAT BOOK 82 PAGE 1 LOT 123 BLOCK D	\$942.26	\$5,077.80
MARUTA JUNKO District: 707 (7050)	137-36-212-015 010745 SPRUCEDALE AV GLENMERE #1-BY LEWIS HOMES, PLAT BOOK 81 PAGE 69 LOT 113 BLOCK D	\$942.26	\$5,077.80
GONZALEZ SANDRA ALVAREZ District: 707 (7050)	137-36-214-022 010617 MOON FLOWER ARBOR PL ROSEWOOD BY PARDEE-PHASE 2, PLAT BOOK 85 PAGE 7 LOT 34 BLOCK 1	\$830.50	\$4,253.53
FITZMAURICE BESSIE District: 707 (7050)	137-36-313-027 010533 INDIA HAWTHORN AV DESERT BLOOM, PLAT BOOK 89 PAGE 19 LOT 46 BLOCK 6	\$776.27	\$3,853.44
TURPIN RAYMOND J JR District: 707 (7050)	137-36-519-021 113 S BUTEO WOODS LA TALON POINTE UNIT 3 SUMMERLIN VILLAGE 3 PARCEL N, PLAT BOOK 92 PAGE 25 LOT 54 BLOCK 1	\$1,216.21	\$7,098.88
BORETA KERI District: 707 (7050)	137-36-714-044 010177 BIRCH BLUFF LN COTTONWOOD TERRACE-PHASE 1, PLAT BOOK 89 PAGE 31 LOT 144 BLOCK 2	\$678.88	\$3,134.93
OLSON DAVID L District: 707 (7050)	137-36-813-048 10312 JUNIPER CREEK LA COTTONWOOD TERRACE-PHASE 2, PLAT BOOK 92 PAGE 58 LOT 183 BLOCK 2	\$678.88	\$3,134.93
LIN GILBERT W District: 707 (7050)	137-36-813-066 010308 BIRCH BLUFF LN COTTONWOOD TERRACE-PHASE 2, PLAT BOOK 92 PAGE 58 LOT 83 BLOCK 1	\$620.76	\$3,076.82
CORREA PARRIS District: 808 (7051)	137-26-314-009 011537 CAMEO AV VILLAGE 20-SUMMERLIN PARCEL T & U UNIT 1, PLAT BOOK 105 PAGE 90 LOT 86 BLOCK 1	\$1,670.22	\$11,233.28
G M A C MORTGAGE L L C District: 808 (7051)	137-26-411-005 000216 UCCELLO DR MONTEROSSA UNIT 1, PLAT BOOK 101 PAGE 54 LOT 5 BLOCK D	\$1,471.61	\$9,654.34
BANK U S NATIONAL ASSN TRS District: 808 (7051)	137-26-411-051 000178 UCCELLO DR MONTEROSSA UNIT 1, PLAT BOOK 101 PAGE 54 LOT 52 BLOCK A	\$1,471.61	\$9,654.34
PAK EUGENE District: 808 (7051)	137-26-422-003 011516 BOHEMIAN FOREST AV PARADISO UNIT 1 AT THE SUMMERLIN VISTAS AMD, PLAT BOOK 111 PAGE 81 LOT 83 BLOCK D	\$2,026.15	\$14,063.00
BANK WELLS FARGO N A District: 808 (7051)	137-26-815-043 000322 CARLISLE CROSSING ST ASHTON PARK AT THE VISTAS, PLAT BOOK 100 PAGE 12 LOT 61 BLOCK 2	\$1,194.47	\$7,451.09
READ KIM District: 808 (7051)	137-26-816-004 000246 APENNINE PL BELLA VISTA AT THE VISTAS-UNIT 2, PLAT BOOK 102 PAGE 86 LOT 33 BLOCK A	\$1,287.27	\$8,189.01
FLUKER MARK S District: 808 (7051)	137-26-816-017 011242 REVELRY LN BELLA VISTA AT THE VISTAS-UNIT 2, PLAT BOOK 102 PAGE 86 LOT 46 BLOCK A	\$1,287.17	\$8,188.91
KERTIS SUN CHA District: 808 & 809 (7051 & 7060)	137-34-411-095 012271 LA PRADA PL PALOMAR AT THE PASEOS, PLAT BOOK 111 PAGE 86 LOT 94 BLOCK D	\$1,861.40	\$13,177.75
LIUZZA SALVADOR District: 808 & 809 (7051 & 7060)	137-34-412-016 000948 TUDELA CT GRANADA AT SUMMERLIN-UNIT 1, PLAT BOOK 112 PAGE 54 LOT 126 BLOCK 2	\$1,557.23	\$10,684.62
JENKINS BRENDA L District: 808 (7051)	137-34-512-037 011785 CASHMERE MIST AV CANTERRA AT THE VISTAS-UNIT 1, PLAT BOOK 105 PAGE 92 LOT 84 BLOCK 3	\$1,383.71	\$8,955.51
JENG GUEY S District: 808 & 809 (7051 & 7060)	137-34-514-006 011816 RED CAMELLIA AV MARIPOSA AT THE PASEOS-UNIT 2, PLAT BOOK 113 PAGE 32 LOT 47 BLOCK 2	\$1,452.54	\$9,826.60
	137-34-612-010 011753 VIA ESPERANZA AV		

LOFFREDO JERRY J & LISA ANNE District: 707 (7050)	137-26-110-047 000716 BERNINI ST SONOMA HILLS BY LEWIS HOMES-UNIT 2, PLAT BOOK 95 PAGE 60 LOT 100 BLOCK 3	\$743.31	\$3,610.29
MIRANDA DANTE L District: 707 (7050)	137-26-812-043 000409 SONOMA VALLEY ST NAPA HILLS BY LEWIS HOMES-UNIT 3, PLAT BOOK 90 PAGE 78 LOT 99 BLOCK 1	\$739.66	\$3,583.39
BANK DEUTSCHE NATIONAL TR CO TRS District: 707 (7050)	137-35-620-001 000546 POPLAR LEAF ST ASPEN MEADOWS-UNIT 2 AMD, PLAT BOOK 102 PAGE 44 LOT 23 BLOCK 1	\$709.35	\$3,359.75
RIOS ELINDA District: 707 (7050)	137-35-711-016 000609 RUNBRIDGE ST SUMMERLIN PARCEL MM-UNIT 1, PLAT BOOK 89 PAGE 84 LOT 114 BLOCK 2	\$1,076.28	\$6,066.46
FATU LINDA V District: 707 (7050)	137-36-112-033 000304 MAGNOLIA ARBOR ST ROSEWOOD BY PARDEE-PHASE 1, PLAT BOOK 79 PAGE 76 LOT 12 BLOCK 1	\$830.50	\$4,253.49
BANK J P MORGAN CHASE N A TRS District: 707 (7050)	137-36-211-045 010705 SPRUCEDALE AV GLENMERE #2-BY LEWIS HOMES, PLAT BOOK 82 PAGE 1 LOT 123 BLOCK D	\$942.26	\$5,077.80
MARUTA JUNKO District: 707 (7050)	137-36-212-015 010745 SPRUCEDALE AV GLENMERE #1-BY LEWIS HOMES, PLAT BOOK 81 PAGE 69 LOT 113 BLOCK D	\$942.26	\$5,077.80
GONZALEZ SANDRA ALVAREZ District: 707 (7050)	137-36-214-022 010617 MOON FLOWER ARBOR PL ROSEWOOD BY PARDEE-PHASE 2, PLAT BOOK 85 PAGE 7 LOT 34 BLOCK 1	\$830.50	\$4,253.53
FITZMAURICE BESSIE District: 707 (7050)	137-36-313-027 010533 INDIA HAWTHORN AV DESERT BLOOM, PLAT BOOK 89 PAGE 19 LOT 46 BLOCK 6	\$776.27	\$3,853.44
TURPIN RAYMOND J JR District: 707 (7050)	137-36-519-021 113 S BUTEO WOODS LA TALON POINTE UNIT 3 SUMMERLIN VILLAGE 3 PARCEL N, PLAT BOOK 92 PAGE 25 LOT 54 BLOCK 1	\$1,216.21	\$7,098.88
BORETA KERI District: 707 (7050)	137-36-714-044 010177 BIRCH BLUFF LN COTTONWOOD TERRACE-PHASE 1, PLAT BOOK 89 PAGE 31 LOT 144 BLOCK 2	\$678.88	\$3,134.93
OLSON DAVID L District: 707 (7050)	137-36-813-048 10312 JUNIPER CREEK LA COTTONWOOD TERRACE-PHASE 2, PLAT BOOK 92 PAGE 58 LOT 183 BLOCK 2	\$678.88	\$3,134.93
LIN GILBERT W District: 707 (7050)	137-36-813-066 010308 BIRCH BLUFF LN COTTONWOOD TERRACE-PHASE 2, PLAT BOOK 92 PAGE 58 LOT 83 BLOCK 1	\$620.76	\$3,076.82
CORREA PARRIS District: 808 (7051)	137-26-314-009 011537 CAMEO AV VILLAGE 20-SUMMERLIN PARCEL T & U UNIT 1, PLAT BOOK 105 PAGE 90 LOT 86 BLOCK 1	\$1,670.22	\$11,233.28
G M A C MORTGAGE L L C District: 808 (7051)	137-26-411-005 000216 UCCELLO DR MONTEROSSA UNIT 1, PLAT BOOK 101 PAGE 54 LOT 5 BLOCK D	\$1,471.61	\$9,654.34
BANK U S NATIONAL ASSN TRS District: 808 (7051)	137-26-411-051 000178 UCCELLO DR MONTEROSSA UNIT 1, PLAT BOOK 101 PAGE 54 LOT 52 BLOCK A	\$1,471.61	\$9,654.34
PAK EUGENE District: 808 (7051)	137-26-422-003 011516 BOHEMIAN FOREST AV PARADISO UNIT 1 AT THE SUMMERLIN VISTAS AMD, PLAT BOOK 111 PAGE 81 LOT 83 BLOCK D	\$2,026.15	\$14,063.00
BANK WELLS FARGO N A District: 808 (7051)	137-26-815-043 000322 CARLISLE CROSSING ST ASHTON PARK AT THE VISTAS, PLAT BOOK 100 PAGE 12 LOT 61 BLOCK 2	\$1,194.47	\$7,451.09
READ KIM District: 808 (7051)	137-26-816-004 000246 APENNINE PL BELLA VISTA AT THE VISTAS-UNIT 2, PLAT BOOK 102 PAGE 86 LOT 33 BLOCK A	\$1,287.27	\$8,189.01
FLUKER MARK S District: 808 (7051)	137-26-816-017 011242 REVELRY LN BELLA VISTA AT THE VISTAS-UNIT 2, PLAT BOOK 102 PAGE 86 LOT 46 BLOCK A	\$1,287.17	\$8,188.91
KERTIS SUN CHA District: 808 & 809 (7051 & 7060)	137-34-411-095 012271 LA PRADA PL PALOMAR AT THE PASEOS, PLAT BOOK 111 PAGE 86 LOT 94 BLOCK D	\$1,861.40	\$13,177.75
LIUZZA SALVADOR District: 808 & 809 (7051 & 7060)	137-34-412-016 000948 TUDELA CT GRANADA AT SUMMERLIN-UNIT 1, PLAT BOOK 112 PAGE 54 LOT 126 BLOCK 2	\$1,557.23	\$10,684.62
JENKINS BRENDA L District: 808 (7051)	137-34-512-037 011785 CASHMERE MIST AV CANTERRA AT THE VISTAS-UNIT 1, PLAT BOOK 105 PAGE 92 LOT 84 BLOCK 3	\$1,383.71	\$8,955.51
JENG GUEY S District: 808 & 809 (7051 & 7060)	137-34-514-006 011816 RED CAMELLIA AV MARIPOSA AT THE PASEOS-UNIT 2, PLAT BOOK 113 PAGE 32 LOT 47 BLOCK 2	\$1,452.54	\$9,826.60
	137-34-612-010 011753 VIA ESPERANZA AV		

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CARDENAS VINCENT District: 808 & 809 (7051 & 7060)	137-34-614-043 000617 WANDERING VIOLETS WY MARIPOSA AT THE PASEOS-UNIT 1, PLAT BOOK 112 PAGE 10 LOT 112 BLOCK 4	\$1,155.74	\$9,529.81
BAZAK BEDOR District: 808 & 809 (7051 & 7060)	137-34-615-034 000517 IVY SPRING ST MARIPOSA AT THE PASEOS-UNIT 2, PLAT BOOK 113 PAGE 32 LOT 95 BLOCK 4	\$1,452.54	\$9,826.60
STEVENS JAMES District: 808 & 809 (7051 & 7060)	137-34-620-012 000636 CHERVIL VALLEY DR SERRANO UNIT 2, PLAT BOOK 120 PAGE 43 LOT 21 BLOCK A	\$2,500.20	\$20,088.91
PARK SEUNG T District: 808 (7051)	137-34-711-028 011701 GROTTA AZZURRA AV CAPRI UNIT-1 AT THE VISTAS, PLAT BOOK 107 PAGE 63 LOT 71 BLOCK A	\$1,078.19	\$6,526.66
WHITE MARK District: 808 (7051)	137-34-715-004 011728 KINGS ARMS LN SOMERSET UNIT 3, PLAT BOOK 109 PAGE 36 LOT 29 BLOCK A	\$995.42	\$5,868.74
SIJAN ENTERPRISES L L C District: 808 (7051)	137-34-716-056 012020 PRADA VERDE DR ESCALA UNIT #1, PLAT BOOK 112 PAGE 98 LOT 54 BLOCK A	\$856.17	\$4,761.63
PERSON STEPHEN T District: 808 & 809 (7051 & 7060)	137-34-717-017 011921 LUNA DEL MAR LN PARCEL H AT THE PASEOS, PLAT BOOK 114 PAGE 9 LOT 39 BLOCK 2	\$1,157.06	\$7,404.80
QUINTEROS MARIO R District: 808 & 809 (7051 & 7060)	137-34-717-035 011841 AMISTOSO LN PARCEL H AT THE PASEOS, PLAT BOOK 114 PAGE 9 LOT 64 BLOCK 3	\$1,157.06	\$7,404.80
GASPAR ROBERT District: 808 (7051)	137-34-718-011 000845 COLINA ALTA PL ESCALA UNIT #2, PLAT BOOK 115 PAGE 44 LOT 31 BLOCK A	\$1,604.32	\$5,509.76
TAGLIARINI JOSEPH M CUEVAS GUILLERMO District: 808 & 809 (7051 & 7060)	137-34-718-016 000825 COLINA ALTA PL ESCALA UNIT #2, PLAT BOOK 115 PAGE 44 LOT 36 BLOCK A	\$1,568.13	\$10,774.26
KARTASHYAN MARIETTA District: 808 & 809 (7051 & 7060)	137-34-718-024 012060 PRADA VERDE DR ESCALA UNIT #2, PLAT BOOK 115 PAGE 44 LOT 44 BLOCK A	\$1,568.13	\$10,774.26
SALLAM SAMER S District: 808 & 809 (7051 & 7060)	137-34-718-045 012050 CIELO AMBER LN ESCALA UNIT #2, PLAT BOOK 115 PAGE 44 LOT 96 BLOCK B	\$1,568.13	\$10,774.26
GERSHMAN JAY C District: 808 & 809 (7051 & 7060)	137-34-721-003 000715 LUMINOSO ST PARCEL H AT PASEOS AMD, PLAT BOOK 118 PAGE 9 LOT 4 BLOCK 1	\$1,157.06	\$7,404.80
AQUINO ALEJANDRO A District: 808 (7051)	137-34-811-021 011716 ROYAL DERWENT DR SOMERSET UNIT 3, PLAT BOOK 109 PAGE 36 LOT 146 BLOCK C	\$995.42	\$5,868.73
STRUHL FELICIA M JARDINE EDITH District: 808 & 809 (7051 & 7060)	137-34-812-008 000952 ENCORVADO ST GRANADA AT SUMMERLIN-UNIT 1, PLAT BOOK 112 PAGE 54 LOT 48 BLOCK 1	\$1,280.60	\$10,407.99
WILSON ANDREW District: 808 & 809 (7051 & 7060)	137-34-814-006 001008 DOUGLAS FLAT PL CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 6 BLOCK A	\$1,043.67	\$6,475.36
CASEY JAMES R District: 808 & 809 (7051 & 7060)	137-34-816-100 011829 AMPUCIA CT CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 100 BLOCK B	\$1,201.09	\$7,765.90
VALLADARES NELSON District: 808 & 809 (7051 & 7060)	137-34-817-047 011830 PORTINA DR -UT 1030 CORONADO AT SUMMERLIN AMD, PLAT BOOK 119 PAGE 19 UNIT 1030 BLDG 10	\$927.98	\$5,527.00
SULLIVAN SCOTT M District: 808 (7051)	137-35-114-021 011572 COSTA LINDA AV SONESTA UNIT #2, PLAT BOOK 105 PAGE 96 LOT 114 BLOCK B	\$1,171.67	\$7,269.91
FV-1 INC District: 808 (7051)	137-35-114-030 000545 PLAYA LINDA PL SONESTA UNIT #2, PLAT BOOK 105 PAGE 96 LOT 123 BLOCK B	\$1,171.67	\$7,269.90

7/31/07 LV Clerk Assessment Sale Continued...

... Continuation of 7/31 LV Clerk Assessment Sale

SYQUIO CARLOS P & MARILYN M District: 808 (7051)	137-35-212-026 000567 LACABANA BEACH DR SONESTA UNIT #1, PLAT BOOK 105 PAGE 63 LOT 134 BLOCK B	\$1,171.67	\$7,269.91
GHASSEDI MOGDEH District: 808 (7051)	137-35-216-006 000612 EL LORO ST SOLANO AT THE VISTAS, PLAT BOOK 108 PAGE 71 LOT 4 BLOCK 1	\$1,153.81	\$7,127.89
ABAD DOLFUS & YOLANDA District: 808 (7051)	137-35-312-027 000913 PERCY ARMS ST SOMERSET UNIT 1, PLAT BOOK 107 PAGE 33 LOT 88 BLOCK B	\$995.42	\$5,868.74
LAINER SHARON LAINER DONALD District: 808 (7051)	137-35-314-003 000917 ROSEBERRY DR MIRALESTE AT SUMMERLIN-UNIT 1, PLAT BOOK 108 PAGE 99 LOT 57 BLOCK 1	\$1,689.20	\$11,404.46
LAINER DONALD R District: 808 (7051)	137-35-314-005 000929 ROSEBERRY DR MIRALESTE AT SUMMERLIN-UNIT 1, PLAT BOOK 108 PAGE 99 LOT 55 BLOCK 1	\$1,688.04	\$11,375.12
ABBEY DUSTIN S District: 808 (7051)	137-35-320-023 000858 LA SCONSA DR MIRALESTE AT SUMMERLIN UNIT 3, PLAT BOOK 112 PAGE 55 LOT 23 BLOCK 1	\$1,692.10	\$11,407.36
URDA DANIEL & EMILIA District: 808 (7051)	137-35-321-002 000836 VISCANIO PL MIRAMONTE AT SUMMERLIN, PLAT BOOK 112 PAGE 75 LOT 2 BLOCK A	\$1,787.62	\$12,166.69
BADEA MONICA E District: 808 (7051)	137-35-413-019 011644 ROYAL DERWENT DR SOMERSET UNIT 2, PLAT BOOK 107 PAGE 81 LOT 100 BLOCK B	\$995.42	\$5,868.74
DECOUD VICTOR & LETA District: 808 (7051)	137-35-413-021 011660 ROYAL DERWENT DR SOMERSET UNIT 2, PLAT BOOK 107 PAGE 81 LOT 102 BLOCK B	\$995.42	\$5,868.74
FREMONT INVESTMENT & LOAN District: 808 (7051)	137-35-418-007 001012 BRINKMAN ST TALEGA AT THE VISTAS-UNIT 2, PLAT BOOK 113 PAGE 61 LOT 65 BLOCK 1	\$1,117.80	\$6,841.51
TESTA TIFFANY GULZARZADA BAKTASH District: 808 (7051)	137-35-514-006 011236 PLAYA BONITA AV SAN MARCOS-UNIT 2, PLAT BOOK 105 PAGE 62 LOT 66 BLOCK 5	\$1,215.49	\$7,618.31
FERRAN JOSE A District: 808 (7051)	137-35-617-008 000607 SAM LEONE CT PORTOFINO-PHASE 1, PLAT BOOK 99 PAGE 81 LOT 154 BLOCK 4	\$1,086.55	\$6,593.10

JONES WALTER District: 1463 (7052)	139-28-110-046 001951 SUTRO LN BONANZA VILLAGE TRACT, PLAT BOOK 2 PAGE 69 LOT 12 BLOCK 5	\$2,415.27	\$6,136.99
SANDICO TED District: 809 (7060)	137-34-816-099 011833 AMPUCIA CT CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 99 BLOCK B	\$805.91	\$4,584.02
MCDONALD SHARON LEE GIBSON ETAL District: 1478 (7067)	139-27-111-088 000207 HARRISON AV VALLEY VIEW ADD, PLAT BOOK 1 PAGE 50 LOT 12 BLOCK 21	\$966.39	\$1,907.22
ROTHE SHANNON V District: 1501 (7068)	139-35-411-029 001417 LEWIS AV LAS VEGAS DEVELOPMENT CO ADD RESUB BLKS 16, 17 & 18 LADD ADD, PLAT BOOK 2 PAGE 51 LOT 8 BLOCK C	\$385.20	\$732.45
OHAI NICOLE District: 1487 (7069)	125-24-211-015 005924 VIZZI CT GARRETT CROSSING, PLAT BOOK 126 PAGE 59 LOT 15 BLOCK A	\$964.33	\$5,001.13
MOLINA JESUS A District: 1493 (7071)	138-08-115-037 009125 FUSION DR DAY DAWN FUSION, PLAT BOOK 119 PAGE 17 LOT 37 BLOCK 1	\$839.90	\$4,262.18
MOLINA JESUS A District: 1493 (7071)	138-08-115-038 009129 FUSION DR DAY DAWN FUSION, PLAT BOOK 119 PAGE 17 LOT 38 BLOCK 1	\$839.90	\$4,262.18

* Includes whole amount of unpaid assessment, accrued and delinquent interest to July 31, 2007, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS § 271.555 to NRS § 271.575. The sale shall be continued from day to day as provided in NRS § 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS § 271.595.

The City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to the above parcels, as provided in NRS § 271.410. As provided in that section, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he / she is required to pay to the City in order to be restored to the right to pay his / her assessments in installments pursuant to NRS § 271.410(2).

****For additional information or questions, please call (702) 229-4942. Updated notice of sales will be posted on www.amgnv.com.**

IN WITNESS WHEREOF, I have affixed my signature as of May 18, 2007

/s/ Mark R. Vincent, Department of Finance & Business Services/City Treasurer
PUB: July 11, 18, 26, 2007 LV Review-Journal

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

RESOLUTIONS:

R-33-2007 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and in certain other districts and providing other matters properly relating thereto - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

NRS 271.545 states that when an assessment or installment becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment or the entire assessment if the governing body has exercised its option to cause the whole amount of the unpaid principal to become due and payable.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-33-2007

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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

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

RESOLUTION NO. R-33-2007

**A RESOLUTION DIRECTING THE CITY TREASURER TO
GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT
TO THE LIEN OF A DELINQUENT ASSESSMENT IN
CERTAIN DISTRICTS; AND PROVIDING OTHER
MATTERS PROPERLY RELATING THERETO**

WHEREAS, the City has heretofore created the Special Improvement Districts identified in the Notice below (the Districts); and

WHEREAS, the City Council has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in Nevada Revised Statutes (NRS) 271.545.

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

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The City Council hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS 271.410 to the extent provided in the notice as set forth in Section 2. The sale shall take place at 2:00 p.m. on June 26, 2007 in the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, which the Council hereby finds is a convenient location

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 pm. on June 26, 2007, the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments to the City of Las Vegas in the following Special Assessment Districts:

<u>Name of Owner</u>	<u>Description</u> of <u>Property</u>	<u>District No.</u>	<u>Total Amount Due to Date of Sale</u> **
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[insert in notice as published as mailed a list containing the information described in the above table headings for each delinquent parcel.]

*(Applicable to parcels with a single * in District 505 only): Includes amount of unpaid delinquent assessment installment, accrued and delinquent interest to June 26, 2007, at a rate not exceeding 2 percent per month, penalties and collection costs, including attorney fees.

** (Applicable to all parcels in District 505 that do not have a single * above and all other parcels in Districts other than District No. 505): Includes full amount of unpaid assessment, accrued and delinquent interest to June 26, 2007, at a rate not exceeding 2 percent per month, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS 271.555 to NRS 271.575 and ordinances adopted by the City Council. The sale shall be continued from day to day as provided in NRS 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS 271.595.

As provided in NRS 271.410, the City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to all of the above parcels except those parcels in District No. 505 designated with a single * above. As provided in NRS 271.410 , at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS 271.410(2).

Please take Notice that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of May 16, 2007.

/s/ Mark R. Vincent
Director of Finance & Business Services/
City Treasurer

**Insert in mailed notice only.

(End of Form of Notice of Sale)

Section 3. The notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

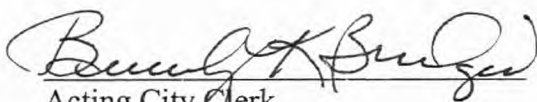
Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED May 16, 2007.

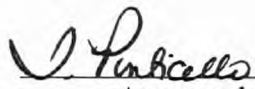
(SEAL)



Mayor



Acting City Clerk

 5/7/07

Approved as to Form

STATE OF NEVADA)
):ss
CITY OF LAS VEGAS)

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

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on May 16, 2007.

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

Those Voting Aye:	Oscar Goodman Gary Reese Larry Brown Steve Wolfson Lois Tarkanian Steven D. Ross Brenda J. Williams
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Those Voting Nay:	None
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Those Absent:	None
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3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(a) Court Clerk's Bulletin Board

City Hall Plaza, 2nd Floor Skybridge
Las Vegas, Nevada

- (b) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (c) Las Vegas-Clark County Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (d) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada
- (e) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

and

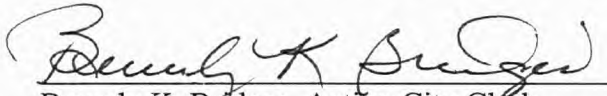
(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day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

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

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

8. A copy of the notice so given of the meeting of the Council held on May 16, 2007 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this May 16, 2007.


Beverly K. Bridges, Acting City Clerk

(SEAL)

EXHIBIT A

(Attach Notice and Agenda of Meeting)



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.

**THE CITY COUNCIL MEETING NORMALLY SCHEDULED FOR JULY 4,
2007 HAS BEEN RESCHEDULED TO JULY 11, 2007**

May 16, 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 BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF HISTORIC PRESERVATION MONTH
7. RECOGNITION OF NATIONAL SALVATION ARMY WEEK

8. RECOGNITION OF THE BUILDING AND SAFETY DEPARTMENT FOR EARNING THE NATIONAL SILENT DEFENDER AWARD
9. RECOGNITION OF MOUNTAIN VIEW LUTHERAN SCHOOL FOR EARNING THE GREAT AMERICAN PRIDE AWARD
10. RECOGNITION OF THE CIMARRON MEMORIAL HIGH SCHOOL ROBOTICS TEAM FOR WINNING THE FIRST ROBOTICS NATIONAL CHAMPIONSHIP
11. RECOGNITION OF LANCE ARMSTRONG FOUNDATION DAY

BUSINESS ITEMS - MORNING

12. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
13. Approval of the Final Minutes by reference of the Special City Council meeting of April 9, 2007, and the regular City Council meeting of April 18, 2007

CONSENT AGENDA

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

FIELD OPERATIONS - CONSENT

14. Approval of a First Amendment to a Lease Agreement between Aquarius Owner, LLC and the City of Las Vegas to occupy additional office space located at 300 East Charleston Boulevard (\$5,000 additional rent per month - General Fund/Rental of Land) - Ward 3 (Reese)
15. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right-of-Entry previously on record and continue to allow Nevada Power Company access to the site for electrical systems needs located at 400 S. 4th Street commonly known as City Centre Garage, APN 139-34-301-004 - Ward 3 (Reese)
16. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right-of-Entry previously on record and continue to allow Nevada Power Company access to the site for electrical systems needs located at 100 S. Rampart Boulevard commonly known as Angel Park, APN 138-31-501-003 - Ward 2 (Wolfson)
17. Approval of a Memorandum of Understanding between the City of Las Vegas and Alta Montecito, L.P. for landscaping and maintenance on Bureau of Land Management patented land located at 7151 Oso Blanca Road, known as Mountain Ridge Park - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

18. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
19. Approval of Notice of Intent to Augment and Amend the Fiscal Year 2007 Annual Budget of the City of Las Vegas General Fund

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

20. Approval of a Special Event Alcoholic Beverage License for Beauty Bar, Location: 517 Fremont Street, Dates: June 1, 3, and 20, 2007 and July 6 and 14, 2007, Type: Special Event General, Event: First Friday/Concerts, Responsible Person in Charge: Bree Blumstein - Ward 5 (Williams)
21. Approval of a Special Event Alcoholic Beverage License for Boricua Association of Las Vegas, Location: 720 Twin Lakes Drive, Date: May 27, 2007, Type: Special Event Beer/Wine, Event: Annual Puerto Rican Memorial Day Festival, Responsible Person in Charge: Rose M. Salter - Ward 5 (Williams)
22. Approval of Change of Location and Change of Ownership for a Liquor Caterer License, From: Lynn Barbarite, dba Events Catering, To: Events Catering, LLC, dba Events Catering, 231 South 3rd Street, Lynn M. Barbarite, Managing Mmbr, 100% - Ward 3 (Reese)
23. Approval of a new Restaurant Service Bar License, Ivy Grill, LLC, dba Ivy Grill, LLC, 2620 Regatta Drive, Suite 118, Erik R. Watts, Managing Mmbr, 100% - Ward 4 (Brown)
24. Approval of a new Beer/Wine/Cooler On-sale License, Sammy's Woodfired Pizza dba Sammy's Woodfired Pizza, 7160 North Durango Drive, Suite 110, Sami Ladeki, Dir, Pres, Secy, Treas, 100% - Ward 6 (Ross)
25. Approval of Franchise Managers for a Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. regulations, 7-Eleven, Inc., dba 7-Eleven Store #27228, 2403 South Eastern Avenue, Jadore, Inc., Debra D. Croteau, Pres, 50% and Albert B. Croteau, Jr., Secy, Treas, 50% - Ward 3 (Reese)
26. Approval of a new Restricted Gaming License for 5 slots, Jadore, Inc., db at 7-Eleven Store #27228, 2403 South Eastern Avenue, Debra D. Croteau, Pres, 50% and Albert B. Croteau, Jr., Secy, Treas, 50% - Ward 3 (Reese)
27. Approval of a Temporary Restricted Gaming License for 6 slots subject to confirmation of approval by the Nevada Gaming Commission, Harsh Bembi, db at 7-Eleven Store #13681, 4950 West Charleston Boulevard, Harsh Bembi, Sole Proprietor, 100% - Ward 1 (Tarkanian)
28. Approval of a new Psychic Art and Science License, Shirley Jenkins, dba Shirley Jenkins, 8155 East Fairmount Drive, #911, Shirley A. Jenkins, 100% - Colorado
29. Approval of a Special Event Alcoholic Beverage License for Wolfgang Puck Catering, Location: 333 South Valley View Boulevard, Dates: May 30, 2007 and June 5, 8 and 9, 2007 Type: Special Event General, Events: Private Party/Sit Down Dinner/Concert, Responsible Person in Charge: Andrew Sidebotham - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

30. Approval of award of Modification to Bid No. 06.15341.11-LED, Gilmore Cliff Shadow Trail Head located at Cliff Shadows Parkway and Alexander Road - Department of Public Works - Award recommended to: CG&B ENTERPRISES, INC. (\$500,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 4 (Brown)
31. Approval of Modification No. 1 to Engineering Design Services Agreement No. 070066-DC, Brent Lane and Tule Springs Detention Basins Project located within Floyd Lamb State Park, 9200 Tule Springs Road - Department of Public Works - Award recommended to: LOUIS BERGER GROUP, INC. (\$466,320 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)
32. Approval of Software License and Services Agreement No. SLISA-34075-28-OCT-97 for an Oracle Software License Upgrade and Service - Department of Information Technologies - Award recommended to: ORACLE USA, INC. (\$702,942 - Computer Services Internal Service Fund)

HUMAN RESOURCES - CONSENT

33. Approval to amend the contract with Wellness Coaches USA for the City of Las Vegas Wellness Program (\$273,600 - Self-Insurance Internal Service Fund)

NEIGHBORHOOD SERVICES - CONSENT

34. Approval to enter into an Agreement that assigns the Community Development Block Grant (CDBG)/HOME/15% Set-Aside Program funding conditions to Nelson A. Martinez to ensure that the property located at 618 W. Van Buren Avenue will continue to be utilized as affordable housing per the applicable funding agreements and regulations - Ward 5 (Williams)
35. Approval of an Interlocal Agreement between Clark County and the cities of Las Vegas, Henderson and North Las Vegas for joint funding of a Jobs-Housing Balance Analysis to be prepared by Restrepo Consulting Group, LLC (\$23,750 - Redevelopment Agency) - All Wards

PUBLIC WORKS - CONSENT

36. Approval of an Encroachment Request from Olsson Associates on behalf of 2233 Paradise Road Associates, LLC, owner (northeast corner of Sahara Avenue and Paradise Road) - Ward 3 (Reese)
37. Approval of an Encroachment Request from Peak Development on behalf of 6th Street Group, LLC, owner (6th Street between Bonneville Avenue and Garces Avenue) - Ward 3 (Reese)
38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Jose A. Meraz and Oralia Meraz, owners (west of Torrey Pines Drive, south of Buckaroo Avenue, APN 138-14-113-020) - County (near Ward 5 - Williams)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Bruce Noble on behalf of LaTonya Powell, owner (south of Lake Mead Boulevard, west of Leonard Lane, APN 138-24-701-023) - County (near Ward 5 - Williams)
40. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (on the east and west sides of Conquistador Street, between Centennial Parkway and Regena Avenue, APNs 125-30-101-004 and -005) - County (near Ward 6 - Ross)
41. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (southeast corner of Centennial Parkway and Marla Street, APNs 126-25-101-003 and -004) - County (near Ward 6 - Ross)
42. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (between Centennial Parkway and Regena Avenue, east of Egan Crest Drive and west of Eula Street, APNs 126-25-501-007 thru -013, 125-30-101-001 and -002) - County (near Ward 6 - Ross)
43. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - CVL Consultants, Inc., on behalf of Regena-Teepee, LLC, owner (generally bounded between Centennial Parkway, Bright Angel Way, Park Street and Chieftain Street, APNs 125-30-502-007, -012, -013 and 125-30-601-007) - County (near Ward 6 - Ross)
44. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman and Turner, Inc., on behalf of Horace G. Smith Jr. and Mildred R. Smith, owners (west of El Capitan Way, north of Hammer Lane, APN 125-32-102-032) - County (near Ward 4 - Brown)
45. Approval of Interlocal Agreement 112774 with the Las Vegas Valley Water District for water service to serve the Hoover Avenue and Casino Center Boulevard Streetscape Improvement project (\$33,208 - General Fund) - Ward 3 (Reese)
46. Approval of funding applications to the Bureau of Land Management (BLM) for performing six planning studies for Floyd Lamb Park - Ward 6 (Ross)

47. Approval of 12 Cooperative Agreements with the Bureau of Land Management (BLM) for Southern Nevada Public Land Management Act (SNPLMA) Round 6 project funding and authorization for staff to execute agreements - All Wards
48. Approval of an Interlocal Agreement between the City of Henderson; the City of Las Vegas; Clark County; Clark County Regional Flood Control District; Clark County Water Reclamation District and the Southern Nevada Water Authority for the continuation of funding for the Las Vegas Wash activities for FY07-08 (\$306,981 - Sanitation Fund) - County

RESOLUTIONS - CONSENT

49. R-32-2007 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Summerlin Special Improvement Districts and in certain other districts and providing other matters properly relating thereto - All Wards
50. R-33-2007 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and in certain other districts and providing other matters properly relating thereto - All Wards
51. R-34-2007 - Approval of a Resolution opposing any legislation that would redistribute or increase visitor paid room tax - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

52. Report from the City Manager on Emerging Issues
53. Discussion and possible action concerning the status of 2007 legislative issues - All Wards
54. Discussion and possible action regarding an Amended and Restated Agreement to Design, Construct, and Lease a Performing Arts Center by and among City Parkway V, Inc., the City of Las Vegas, and the Las Vegas Performing Arts Center Foundation on a portion of Union Park located generally 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) (\$5,603,000 - General Fund) - Ward 5 (Williams)
55. Report and possible action related to the Las Vegas Strategic Plan Priorities concerning "Manage cost and revenue resources to achieve efficient operations" and "Support and encourage sustainability, livability and pride in our neighborhoods" - All Wards

CITY ATTORNEY - DISCUSSION

56. Discussion and possible action on Appeal of Work Card Denial: Tikisa Larue Primes, 6645 W. Tropicana Avenue #203, Las Vegas, Nevada 89103
57. Discussion and possible action to approve continued funding of Harrison, Kemp & Jones to represent the City of Las Vegas in an arbitration filed against it by Asphalt Products Corporation over the construction of Washington Buffalo Park Phases 1-A and 1-B for an amount not to exceed \$700,000 - Ward 4 (Brown)
58. Discussion and possible action to approve a Memorandum of Understanding between the City of Las Vegas and Sun City Summerlin Community Association regarding legal fees and costs associated with litigation involving the right hand turn at McCarran International Airport and other matters relating thereto - All Wards

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

59. 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)

60. Discussion and possible action regarding Temporary approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Contessa DiNobili, Ltd., dba Alfredo's Italian Bistro, 4275 North Rancho Drive, Suite 130, Christine M. Harper, Managing Mmbr, 50% and Kathleen P. Murray, Managing Mmbr, 50% [NOTE: Item to be heard in the afternoon session in conjunction with Item 159 - SUP-20214] - Ward 6 (Ross)
61. Discussion and possible action regarding approval of a Corporate Officer for a Tavern License, Jillian's Management Company, Inc., dba Jillian's, 450 Fremont Street, Suite 130, Loraine W. Kusuhara, Dir, Pres, Secy, Treas, 100% - Ward 5 (Williams)
62. Discussion and possible action regarding approval of a Corporate Officer for a Liquor Caterer License, Jillian's Management Company, Inc., dba Jillian's, 450 Fremont Street, Suite 130, Loraine W. Kusuhara, Dir, Pres, Secy, Treas, 100% - Ward 5 (Williams)
63. Discussion and possible action regarding Temporary approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes, Yvonne Y. Shin, dba Momotaro Sushi & Shabu Shabu Bar, 7160 North Durango Drive, Suite 140, Yvonne Y. Shin, Owner, Mgr, 100% - Ward 6 (Ross)
64. Discussion and possible action regarding Temporary approval of a new Package License subject to the provisions of the planning and fire codes, Nasir Kosa, dba Value Market, 1510 East Sahara Avenue, Nasir Kosa, Owner, 100% [NOTE: Item to be heard in the afternoon session in conjunction with Item 157 - SUP-19754] - Ward 3 (Reese)
65. Discussion and possible action regarding Temporary Approval of Change of Business Name, Change of Location, and Change of Ownership for a Tavern License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Bola I, LLC., dba La Salsa Cantina Mexican Fare, To: Nevada Restaurant Services, Inc., dba Dotty's #34, 4437 West Charleston Boulevard, Richard C. Estey, Pres, 100% - Ward 1 (Tarkanian)
66. Discussion and possible action regarding a Ninety Day Review of a Psychic Art and Science License, Lorraine Marks, dba Ms. Laurie, 425 Fremont Street, Lorraine L. Marks, 100% - Ward 3 (Reese)
67. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, RLNA, Inc., dba Spiritual Insights, 6176 West Charleston Boulevard, Lolita Evans, 50% - Ward 1 (Tarkanian)
68. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, RLNA, Inc., dba Spiritual Insights, 6176 West Charleston Boulevard, Nancy Evans, 50% - Ward 1 (Tarkanian)
69. Discussion and possible action regarding Change of Ownership for a Tavern License, From: JCK Ventures, LLC, dba Heights (Non-operational), To: Drejo Enterprises, LLC, dba Tom Peters Gaming Bar, 465 South Decatur Boulevard, Jocelyn M. Nixon, Manager Mmbr - Ward 1 (Tarkanian)

FIRE & RESCUE - DISCUSSION

70. Discussion and possible action to rescind the Council's action regarding 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
71. Discussion and possible action regarding 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

NEIGHBORHOOD SERVICES - DISCUSSION

72. Discussion and possible action on a report from the Las Vegas Housing Authority (HACLV) on the Tenant Based Rental Assistance (TBRA) Program for Hurricane Katrina victims - All Wards

PLANNING & DEVELOPMENT - DISCUSSION

73. Discussion and possible action regarding the Parks Agreement between the City of Las Vegas and Kyle Acquisition Group, LLC, on approximately 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-001-001 and 002; 125-06-002-001, 002, 003 and 009; 125-07-101-001 and 002; 125-07-201-001 and 002; 125-07-301-001 and 002; 125-07-401-001 and 002; 125-07-501-001 and 002; 125-07-601-001 and 002; and 126-12-000-001) [NOTE: Item to be heard in the afternoon session in conjunction with Items 94 (DIR-21605) and 95 (ZON-20543)] - Ward 6 (Ross)

PUBLIC WORKS - DISCUSSION

74. Discussion and possible action on a request to allow horse and carriage rides on city streets in the downtown area [NOTE: Item to be heard in the afternoon session in conjunction with Item 104 - SUP-20184] - Wards 3 and 5 (Reese and Williams)

RESOLUTIONS - DISCUSSION

75. R-35-2007 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency and FR Fremont, LLC, d/b/a USA Hostels LV, located at 1322 Fremont Street (APN 139-35-310-050) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 3 (Reese) [NOTE: This item is related to RDA Items 4 (RA-7-2007) and 5]

BOARDS & COMMISSIONS - DISCUSSION

76. LAS VEGAS CONVENTION & VISITORS AUTHORITY – Mayor Oscar Goodman, Term Expiration – June 2007

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

77. 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
78. 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
79. 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
80. 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

NEW BILLS - DISCUSSION

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

81. Bill No. 2007-21 – Authorizes the issuance of a local improvement district bond, Series 2007, for an amount not to exceed \$481,000 for Special Improvement District No.1490 – Tenaya Way (Northern Beltway to Elkhorn Road) - Proposed by Mark R. Vincent, Director of Finance and Business Services Department

82. Bill No. 2007-22 – Amends the City's drought plan regulations to allow new turf to be installed in the front yards of single-family dwellings, subject to existing overall turf limitations. Sponsored by: Councilman Steven D. Ross
83. Bill No. 2007-23 – Eliminates the "resolution of intent" process as an alternative process for future rezoning approvals. Proposed by: M. Margo Wheeler, Director of Planning and Development
84. Bill No. 2007-24 – Amends the regulations governing the use of City parks to prohibit persons over the age of twelve years from being within a certain proximity to children's play areas or play equipment, except under specified circumstances. Proposed by: Karen Coyne, Director of Detention and Enforcement

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

85. 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

86. Public Hearing to assess inspection/reinspection fees and civil penalties located at 920 W. Bonanza Road. PROPERTY OWNER: MOULIN ROUGE PROPERTIES LLC – Ward 5 (Williams)
87. Public Hearing to assess inspection/reinspection fees and civil penalties located at 1001 W. McWilliams Avenue. PROPERTY OWNER: MOULIN ROUGE PROPERTIES – Ward 5 (Williams)
88. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance and assess civil penalties located at 4319 Fulton Place. PROPERTY OWNER: KATHERINE M. PAOLA - Ward 1 (Tarkanian)

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - CONSENT

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

89. EOT-20771 - APPLICANT: JAMES E. STROH, ARCHITECT, INC. - OWNER: DECATUR III, LLC - Request for an Extension of Time of an approved Rezoning (Z-0018-01) FROM: R-E (Residence Estates) TO: C-1 (Limited Commercial) on 3.6 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APN 125-25-601-022), Ward 6 (Ross). Staff recommends APPROVAL
90. EOT-20772 - APPLICANT: JAMES E. STROH, ARCHITECT, INC. - OWNER: DECATUR III, LLC - Request for an Extension of Time of approved Site Development Plan Reviews [(Z-0018-01(1), Z-0109-97(1), Z-0110-97(2))] WHICH ALLOWED A PROPOSED 262,640 SQUARE FOOT RETAIL COMMERCIAL DEVELOPMENT on 27.6 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APN 125-25-601-022 and 023), R-E (Residential Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends APPROVAL

91. EOT-21097 - APPLICANT/OWNER: LAKE EAST PARTNERS, LLC - Request for an Extension of Time of an approved Site Development Plan Review (SDR-6058) FOR THE PROPOSED CONVERSION OF AN EXISTING 448 UNIT APARTMENT PROJECT TO A CONDOMINIUM DEVELOPMENT on 20.00 acres at 3001 Lake East Drive (APNs 163-08-701-001 and 163-08-603-001), R-PD23 (Residential Planned Development - 23 Units per Acre) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL
92. EOT-21098 - APPLICANT/OWNER: LAKE STARBOARD PARTNERS, LLC - Request for an Extension of Time of an approved Site Development Plan Review (SDR-6057) FOR THE PROPOSED CONVERSION OF AN EXISTING 448 UNIT APARTMENT PROJECT TO A CONDOMINIUM DEVELOPMENT on 19.68 acres at 8600 Starboard Drive (APN 163-08-601-005), R-PD23 (Residential Planned Development - 23 Units per Acre) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

93. MSH-21013 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to amend the Master Plan of Streets and Highways TO SELECT THE NORTHERN ALTERNATIVE FREEWAY/EXPRESSWAY ALIGNMENT KNOWN AS MOUNTAINS EDGE PARKWAY AS THE PERMANENT ALIGNMENT ON THE MASTER PLAN OF STREETS AND HIGHWAYS AND TO REMOVE THE SOUTHERN ALTERNATIVE FREEWAY/EXPRESSWAY ALIGNMENT FROM THE MASTER PLAN OF STREETS AND HIGHWAYS BETWEEN GRAND TETON ROAD AND FORT APACHE ROAD, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
94. DIR-21605 - PUBLIC HEARING - KYLE ACQUISITION GROUP, LLC - Consideration and possible action regarding the Development Agreement for the Kyle Canyon Development on approximately 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-001-001 and 002; 125-06-002-001, 002, 003 and 009; 125-07-101-001 and 002; 125-07-201-001 and 002; 125-07-301-001 and 002; 125-07-401-001 and 002; 125-07-501-001 and 002; 125-07-601-001 and 002; and 126-12-000-001), Ward 6 (Ross). NOTE: To be heard in conjunction with Morning Session Item 73
95. ZON-20543 - PUBLIC HEARING - APPLICANT/OWNER: KYLE ACQUISITION GROUP, LLC - Request for Rezoning FROM: R-E (RESIDENCE ESTATES) AND U (UNDEVELOPED) TND (TRADITIONAL NEIGHBORHOOD DEVELOPMENT) LAND USE DESIGNATION] TO: TD (TRADITIONAL DEVELOPMENT) on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-001-001 and 002; 125-06-002-001, 002, 003 and 009; 125-07-101-001 and 002; 125-07-201-001 and 002; 125-07-301-001 and 002; 125-07-401-001 and 002; 125-07-501-001 and 002; 125-07-601-001 and 002; and 126-12-000-001), Ward 6 (Ross). NOTE: To be heard in conjunction with Morning Session Item 73
96. ZON-20185 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL RILEY DEVELOPMENT - Request for a Rezoning FROM: U (UNDEVELOPED) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION] TO: T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION] on 1.61 acres approximately 1000 feet west of the intersection of West Centennial Parkway and Grand Montecito Parkway (APN 125-20-803-006), Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
97. SDR-20186 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL RILEY DEVELOPMENT - Request for a Site Development Plan Review FOR A TWO STORY, 21,730 SQUARE FOOT MEDICAL OFFICE BUILDING AND A WAIVER TO ALLOW NO LANDSCAPE BUFFER ALONG THE WEST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED on 1.61 acres approximately 1000 feet west of the intersection of West Centennial Parkway and Grand Montecito Parkway (APN 125-20-803-006), U (Undeveloped) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation] [PROPOSED: T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center)] Special Land Use Designation], Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
98. ZON-20200 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-V (CIVIC) on 18.4 acres located at 2100 East St. Louis Avenue (APN 162-01-401-011), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
99. SDR-20201 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR THE RENOVATION OF AN EXISTING PUBLIC PARK on 18.4 acres located at 2100 East St. Louis Avenue (APN 162-01-401-011), R-1 (Single Family Residential) Zone [PROPOSED: C-V (Civic)], Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

- 100.ZON-19444 - PUBLIC HEARING - APPLICANT/OWNER: NADER ZEIGHAMI - Request for a Rezoning FROM R-E: (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 0.48 acres located on the northwest corner of Decatur Boulevard and Auburn Avenue (APN 138-24-511-012), Ward 5 (Williams). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 101.VAR-20027 - PUBLIC HEARING - APPLICANT: WILLOW PINES RANCH - OWNER: SELECTIVE HOLDINGS, INC - Request for a Variance TO ALLOW NON-HABITABLE ACCESSORY STRUCTURES (HORSE FACILITIES) TO BE 21,122 SQUARE FEET WHERE 3,136 SQUARE FEET IS THE MAXIMUM ALLOWED on 4.45 acres located at 5770 West Rosada Way (APN 125-36-301-010), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 102.SUP-20198 - PUBLIC HEARING - APPLICANT: RED ROCK MOTORCYCLES SALES - OWNER: SUMMIT GLOBAL LLC - Request for a Special Use Permit FOR MOTORCYCLE/MOTOR SCOOTER SALES at 2260 South Rainbow Boulevard (APNs 163-02-415-002 and 016), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 103.SDR-20196 - PUBLIC HEARING - APPLICANT: RED ROCK MOTORCYCLES SALES - OWNER: SUMMIT GLOBAL LLC - Request for a MAJOR MODIFICATION OF AN APPROVED PLOT PLAN REVIEW [Z-0045-88(1)] FOR AN EXISTING BUILDING IN CONJUNCTION WITH A PROPOSED MOTORCYCLE/MOTOR SCOOTER SALES DEALERSHIP on 7.73 acres at 2260 South Rainbow Boulevard (APNs 163-02-415-002 and 016), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 104.SUP-20184 - PUBLIC HEARING - APPLICANT: LAS VEGAS CARRIAGES LLC - OWNER: BAPTIST MISSION TO ENGLAND, INC - Request for a Special Use Permit FOR HORSE DRAWN CARRIAGE RIDES at 1060 South Main Street (APN 139-33-811-013), C-M (Commercial/Industrial) Zone, Ward 3 (Reese). NOTE: To be heard in conjunction with Morning Session Item 74. The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 105.SUP-20189 - PUBLIC HEARING - APPLICANT: AACCESS BAIL BONDS - OWNER: OSVALDO FUMO - Request for a Special Use Permit FOR A BAILBOND SERVICE at 117 Gass Street (APN 139-34-310-029), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 106.SDR-20124 - PUBLIC HEARING - APPLICANT: THE ANIMAL FOUNDATION - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR AN EXISTING 1,900 SQUARE-FOOT VETERINARY SCHOOL, 4,116 SQUARE-FOOT ANIMAL SHELTER, 1,900 SQUARE-FOOT OFFICE, AND A PROPOSED BARN AND RESTROOM FACILITY on 8.39 acres adjacent to the southwest corner of Harris Avenue and Mojave Road (APN 139-25-405-008), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 107.SDR-20178 - PUBLIC HEARING - APPLICANT: LEVITZ HOME FURNITURE - OWNER: CONSTANTINO NOVAL NEVADA LLC. - Request for a Site Development Plan Review FOR A PROPOSED FREESTANDING SIGN, 80-FEET IN HEIGHT WITHIN 200 FEET OF THE US 95 HIGHWAY on 8.19 acres at 81 South Martin Luther King Boulevard (APN 139-33-510-002), M (Industrial) Zone, Ward 5 (Williams). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 108.VAC-19628 - PUBLIC HEARING - OWNER/APPLICANT: BARBARA J. FARMANALI - Petition to vacate a drainage easement generally located on the north side of Centennial Parkway, approximately 645 feet east of Leon Avenue, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 109.VAC-19867 - PUBLIC HEARING - APPLICANT: LAS VEGAS CIVIL ENGINEERING - OWNER: RUTHERFORD MCKINNEY - Petition to Vacate a 20-foot wide section of public right-of-way generally located west of D Street, north of Owens Avenue and south of Leonard Avenue, Ward 5 (Williams). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 110.RQR-20054 - ABEYANCE ITEM - 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

- 111.SUP-18347 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC
- Request for a Special Use Permit FOR A PROPOSED 800 SQUARE FOOT CAR WASH, FULL SERVICE on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 112.SUP-18630 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LAND LLC
- Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN A PROPOSED SERVICE STATION WITHOUT AUTOMOTIVE REPAIR on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 113.SDR-18349 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: GRAND TETON LODGE LLC -
Request for a Major Amendment to an approved Site Development Plan Review FOR A PROPOSED 4,056 SQUARE-FOOT SERVICE STATION WITHOUT AUTOMOTIVE REPAIR, AN 800 SQUARE FOOT CAR WASH, FULL SERVICE, AND A 2,700 SQUARE FOOT RESTAURANT WITH DRIVE-THROUGH on 2.71 acres on the northeast corner of Grand Teton Drive and Durango Drive (APN 125-09-401-031), U [(Undeveloped) Zone, SC (Service Commercial) General Plan Designation] Under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL
- 114.GPA-18776 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS AVEMARIA - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: R (RURAL DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL) on 0.61 acres at 5200 Vegas Drive (APN 138-24-801-027), Ward 5 (Williams). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 115.ZON-18773 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS AVEMARIA - Request for a Rezoning FROM: O (OFFICE) AND R-D (SINGLE FAMILY RESIDENTIAL - RESTRICTED) TO: C-1 (LIMITED COMMERCIAL) on 0.61 acres at 5200 Vegas Drive (APN 138-24-801-027), Ward 5 (Williams). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 116.SUP-18774 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS AVEMARIA - Request for a Special Use Permit FOR AN EXISTING BUILDING MAINTENANCE SERVICE AND SUPPLY ESTABLISHMENT at 5200 Vegas Drive (APN 138-24-801-027), O (Office) and R-D (Single Family Residential - Restricted) Zones [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Williams). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 117.SDR-19330 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS AVEMARIA - Request for a Site Development Plan Review FOR A 1,548 SQUARE-FOOT OFFICE DEVELOPMENT WITH WAIVERS TO ALLOW NO PERIMETER LANDSCAPE BUFFERS ALONG THE NORTH AND EAST PROPERTY LINES AND A PORTION OF THE WEST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A FOUR-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG THE SOUTH PROPERTY LINE WHERE 15 FEET IS REQUIRED on 0.61 acres at 5200 Vegas Drive (APN 138-24-801-027), O (Office) and R-D (Single Family Residential-Restricted) Zones [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Williams). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL
- 118.GPA-20150 - PUBLIC HEARING - APPLICANT: DIAMOND SPRINGS LLC - OWNER: FIRST SOUTHERN BAPTIST CHURCH - Request to Amend a portion of the Southeast Sector Plan of the Master Plan FROM: PF (PUBLIC FACILITIES) TO: O (OFFICE) on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN-162-03-801-135), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
- 119.ZON-20151 - PUBLIC HEARING - APPLICANT: DIAMOND SPRINGS LLC - OWNER: FIRST SOUTHERN BAPTIST CHURCH - Request for a Rezoning FROM: C-V (Civic) TO: O (OFFICE) on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN-162-03-801-135), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

- 120.VAR-20152 - PUBLIC HEARING - APPLICANT: DIAMOND SPRINGS LLC - OWNER: FIRST SOUTHERN BAPTIST CHURCH - Request for a Variance TO ALLOW A TWO-STORY 35 FOOT HIGH OFFICE BUILDING 15 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 105 FEET on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN-162-03-801-135), C-V (Civic) Zone [PROPOSED: O (OFFICE) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
- 121.SDR-20149 - PUBLIC HEARING - APPLICANT: DIAMOND SPRINGS LLC - OWNER: FIRST SOUTHERN BAPTIST CHURCH - Request for a Site Development Plan Review FOR A PROPOSED 11,110 SQUARE FOOT OFFICE BUILDING on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN-162-03-801-135), C-V (Civic) Zone [PROPOSED: O (Office) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
- 122.ZON-18208 - ABEYANCE ITEM - 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
- 123.GPA-20175 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT GROUP, INC. - OWNER: FLETCHER JONES, SR. TRUST - Request to amend a portion of the Southeast Sector Plan of the Master Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.54 acres on property located on the north side of Alta Drive, approximately 500-feet west of Decatur Boulevard, (APN 138-36-713-028 and 138-36-713-029) Ward 1 (Tarkanian). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 124.ZON-19128 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT GROUP, INC. - OWNER: FLETCHER JONES, SR. TRUST - Request for a Rezoning FROM R-3 (MEDIUM DENSITY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL) on 0.26 acres on property located on the north side of Alta Drive, approximately 600-feet west of Decatur Boulevard (APN 138-36-713-028), Ward 1 (Tarkanian). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 125.GPA-20188 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD - OWNER: CITY OF LAS VEGAS - Request to Amend a portion of the Southeast Sector Plan of the Master Plan FROM: PF (PUBLIC FACILITIES) TO: M (MEDIUM DENSITY RESIDENTIAL) on 3.98 acres on the northwest corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), Ward 3 (Reese). The Planning Commission (4-2 vote on a motion for approval) failed to obtain a super majority vote which is tantamount to DENIAL. Staff recommends APPROVAL
- 126.ZON-20192 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD - OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) UNDER A RESOLUTION OF INTENT TO C-V (CIVIC) ZONE TO: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) on 3.98 acres on the northwest corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), Ward 3 (Reese). The Planning Commission (4-2 vote) and staff recommend APPROVAL
- 127.WVR-20191 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD - OWNER: CITY OF LAS VEGAS - Request for a Waiver of Title 18.12.100 TO ALLOW PRIVATE STREETS TO BE 24 FEET WIDE WHERE 37 FEET IS THE MINIMUM FOR A PROPOSED 56-UNIT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION ON 3.98 ACRES located on the northwest corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), C-1 (Limited Commercial) Zone, under a Resolution of Intent to C-V (Civic) Zone, [PROPOSED: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) Zone], Ward 3 (Reese). The Planning Commission (4-2 vote) and staff recommend APPROVAL
- 128.VAR-20193 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD - OWNER: CITY OF LAS VEGAS - Request for a Variance TO ALLOW A RESIDENTIAL PLANNED DEVELOPMENT ON 3.98 ACRES WHERE FIVE ACRES IS THE MINIMUM REQUIRED FOR A PROPOSED 56-UNIT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION located on the northwest corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), C-1 (Limited Commercial) Zone, under a Resolution of Intent to C-V (Civic) Zone, [PROPOSED: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL

- 129.VAR-20190 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD. - OWNER: CITY OF LAS VEGAS - Request for a Variance TO ALLOW 2,059 SQUARE FEET OF OPEN SPACE WHERE 40,249 SQUARE FEET IS REQUIRED FOR A PROPOSED 56-UNIT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION on 3.98 acres located at the northwest corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), C-1 (Limited Commercial) Zone, under a Resolution of Intent to C-V (Civic) Zone, [PROPOSED: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (3-3 tie vote on a motion for approval) NO RECOMMENDATION
- 130.SDR-20187 - PUBLIC HEARING - APPLICANT: URBAN LOFTS XIV, LTD - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 56-UNIT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION OF THREE-STORY (38.5-FOOT HIGH) HOMES ON 3.98 ACRES, located on the northeast corner of Stewart Avenue and Mojave Road (APN 139-36-603-001), C-1 (Limited Commercial) Zone, under a Resolution of Intent to C-V (Civic) Zone, [PROPOSED: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (3-3 tie vote on a motion for approval) NO RECOMMENDATION
- 131.ZON-19210 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION CO. - OWNER: TOWNE VISTAS, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) ZONE [M-TC (MEDIUM DENSITY RESIDENTIAL - TOWN CENTER) GENERAL PLAN DESIGNATION] TO: T-C (TOWN CENTER) ZONE [M-TC (MEDIUM DENSITY RESIDENTIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION] on 4.62 acres on the south side of Echelon Point Drive, 350 feet east of Campbell Road (APN 125-20-301-015), Ward 6 (Ross). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 132.VAR-19853 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION CO. - OWNER: TOWNE VISTAS, LLC - Request for a Variance TO ALLOW A PROPOSED CONDOMINIUM BUILDING TO BE 55 FEET FROM THE NORTH PROPERTY LINE WHERE THE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A SETBACK OF 173 FEET on 4.62 acres on the south side of Echelon Point Drive, 350 feet east of Campbell Road (APN 125-20-301-015), U (Undeveloped) Zone [M-TC (Medium Density Residential- Town Center) General Plan Designation] To: T-C (Town Center) [M-TC (Medium Density Residential - Town Center)] Special Land Use Designation] Ward 6 (Ross). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 133.SDR-19211 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION CO. - OWNER: TOWNE VISTAS LLC - Request for a Site Development Plan Review FOR A 115-UNIT CONDOMINIUM DEVELOPMENT COMPOSED OF TWO FIVE-STORY BUILDINGS on 4.62 acres on the south side of Echelon Point Drive, 350 feet east of Campbell Road (APN 125-20-301-015), U (Undeveloped) Zone [M-TC (Medium Density Residential- Town Center) General Plan Designation] [PROPOSED: T-C (Town Center) Zone] [M-TC (Medium Density Residential - Town Center)] Special Land Use Designation], Ward 6 (Ross). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 134.ZON-19647 - PUBLIC HEARING - APPLICANT: PLATINUM REALTY AND DEVELOPMENT - OWNER: CRAIG 95 LLC C/O ABRAR MANAGEMENT - Request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] TO: C-1 (LIMITED COMMERCIAL) on 3.53 acres on the south side of Craig Road, west of U.S. 95 (APN 138-03-701-003), Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 135.SDR-19643 - PUBLIC HEARING - APPLICANT: PLATINUM REALTY AND DEVELOPMENT - OWNER: CRAIG 95 LLC C/O ABRAR MANAGEMENT - Request for a Site Development Plan Review FOR A 37,925 SQUARE FOOT COMMERCIAL CENTER AND WAIVERS OF PERIMETER LANDSCAPE BUFFER STANDARD TO ALLOW NO LANDSCAPING ALONG THE SOUTH AND EAST PROPERTY LINES WHERE AN 8-FOOT WIDE BUFFER IS REQUIRED AND A 2-FOOT WIDE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE AN 8-FOOT WIDE BUFFER IS REQUIRED on 3.53 acres on the south side of Craig Road, west of U.S. 95 (APN 138-03-701-003), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial)], Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 136.ZON-20397 - PUBLIC HEARING - APPLICANT/OWNER: LUIS ROJAS - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.16 acres at 802 East Bonneville Avenue (APN 139-34-810-050), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

- 137.VAR-20398 - PUBLIC HEARING - APPLICANT/OWNER: LUIS ROJAS - Request for a Variance to ALLOW EIGHT PARKING SPACES WHERE 18 PARKING SPACES ARE REQUIRED on 0.16 acres at 802 East Bonneville Avenue (APN 139-34-810-050), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
- 138.VAR-20399 - PUBLIC HEARING - APPLICANT/OWNER: LUIS ROJAS - Request for a Variance to ALLOW A LOT WIDTH OF 50 FEET WHERE 60 FEET IS REQUIRED, TO ALLOW 60% LOT COVERAGE WHERE A MAXIMUM LOT COVERAGE OF 50% IS REQUIRED, TO ALLOW A REAR YARD SETBACK OF 13.33 FEET WHERE 15 FEET IS REQUIRED, TO ALLOW A SIDE YARD SETBACK OF ZERO FEET WHERE FIVE FEET IS REQUIRED, AND TO ALLOW A SIDE STREET (CORNER) SETBACK OF 6.5 FEET WHERE 15 FEET IS REQUIRED on 0.16 acres at 802 East Bonneville Avenue (APN 139-34-810-050), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
- 139.SDR-19675 - PUBLIC HEARING - APPLICANT/OWNER: LUIS ROJAS - Request for a Site Development Plan Review FOR A PROPOSED 5,376 SQUARE-FOOT OFFICE BUILDING AND A WAIVER OF THE PERIMETER LANDSCAPE BUFFER STANDARD TO ALLOW A FOUR FOOT LANDSCAPE BUFFER ON THE CORNER SIDE WHERE A 15 FOOT LANDSCAPE BUFFER IS REQUIRED AND A ZERO FOOT LANDSCAPE BUFFER ON THE SIDE AND REAR WHERE AN EIGHT FOOT LANDSCAPE BUFFER IS REQUIRED, AND TO ALLOW SIX PERIMETER LANDSCAPE BUFFER TREES WHERE NINE TREES ARE REQUIRED on 0.16 acres at 802 East Bonneville Avenue (APN 139-34-810-050), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
- 140.ZON-20507 - PUBLIC HEARING - APPLICANT/OWNER: LIVEWORK, LLC - Request for a Rezoning FROM: P-R (PROFESSIONAL OFFICE AND PARKING), C-1 (LIMITED COMMERCIAL), AND C-2 (GENERAL COMMERCIAL) TO: C-1 (LIMITED COMMERCIAL) on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 141.SUP-20519 - PUBLIC HEARING - APPLICANT/OWNER: LIVEWORK, LLC - Request for a Special Use Permit FOR A 12-STORY MIXED-USE DEVELOPMENT INCLUDING 58,000 SQUARE FEET OF COMMERCIAL SPACE AND 1,100 RESIDENTIAL CONDOMINIUM UNITS at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), P-R (Professional Office and Parking), C-1 (Limited Commercial), and C-2 (General Commercial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 142.VAC-20522 - PUBLIC HEARING - APPLICANT/OWNER: LIVEWORK, LLC - Petition to Vacate a 20-foot service alley and access easement generally located east of 3rd Street commencing approximately 137 feet south of the southeast corner of 3rd Street and Charleston Boulevard, Ward 3 (Reese). The Planning Commission (5-1-1 vote) and staff recommend APPROVAL
- 143.SDR-20502 - PUBLIC HEARING - APPLICANT/OWNER: LIVEWORK, LLC - Request for a Site Development Plan Review FOR A 12-STORY MIXED-USE DEVELOPMENT INCLUDING 58,000 SQUARE FEET OF COMMERCIAL SPACE AND 1,100 RESIDENTIAL CONDOMINIUM UNITS on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), P-R (Professional Office And Parking), C-1 (Limited Commercial) and C-2 (General Commercial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 144.SDR-20492 - PUBLIC HEARING - APPLICANT: LIVEWORK, LLC - OWNER: LEAH PROPERTY, LLC - Request for a Site Development Plan Review FOR A 120-FOOT HIGH 1,500 SPACE PARKING STRUCTURE WITH 12,000 SQUARE FEET OF GROUND FLOOR COMMERCIAL on 0.63 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue (APNs 139-34-410-056, 057, 058 and 059), C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

- 145.ZON-20602 - PUBLIC HEARING - APPLICANT/OWNER: LIVING WATERS BAPTIST CHURCH - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-2 (MEDIUM DENSITY RESIDENTIAL) on 2.88 acres on the east side of Sandhill Road, approximately 630 feet north of Washington Avenue (APN 140-30-601-006), R-E (Residential Estates) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 146.SUP-19483 - PUBLIC HEARING - APPLICANT/OWNER: LIVING WATER BAPTIST CHURCH - Request for a Special Use Permit FOR A CHURCH/HOUSE OF WORSHIP on the east side of Sandhill Road, approximately 630 feet north of Washington Avenue (APN 140-30-601-006), R-E (Residential Estates) Zone [PROPOSED: R-2 (Medium Density Residential) Zone], Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 147.SDR-19484 - PUBLIC HEARING - APPLICANT/OWNER: LIVING WATERS BAPTIST CHURCH - Request for a Site Development Plan Review FOR A 10,327 SQUARE FOOT CHURCH AND A WAIVER TO ALLOW NO LANDSCAPING ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE A MINIMUM EIGHT FOOT WIDE BUFFER IS REQUIRED on 2.88 acres on the east side of Sandhill Road, approximately 630 feet north of Washington Avenue (APN 140-30-601-006), R-E (Residential Estates) Zone [PROPOSED: R-2 (Medium Density Residential) Zone], Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 148.VAR-18090 - PUBLIC HEARING - APPLICANT/OWNER: FAIRFIELD HUALAPAI, LLC - Request for a Variance of the CLIFF'S EDGE MASTER DEVELOPMENT PLAN AND DESIGN GUIDELINES SECTION 3.2.1 TO ALLOW A BALCONY TO BALCONY SEPARATION OF 24 FEET WHERE 30 FEET IS REQUIRED AND TO ALLOW A SETBACK OF TWO FEET FROM A LIVING AREA, PORCH, STOOP, AND SIDEWALK WHERE TEN FEET IS REQUIRED on a portion of 15.69 acres at the southwest corner of Hualapai Way and Elkhorn Road (APN 126-24-510-003), PD (Planned Development) Zone [VC (Village Commercial) Cliff's Edge Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 149.SDR-18031 - PUBLIC HEARING - APPLICANT/OWNER: FAIRFIELD HUALAPAI, LLC - Request for a Site Development Plan Review FOR A CLIFF'S EDGE MIXED-USE DEVELOPMENT CONSISTING OF 218 PROPOSED CONDOMINIUM UNITS AND A THREE BUILDING, 32,400 SQUARE-FOOT RETAIL DEVELOPMENT on 15.69 acres at the southwest corner of Hualapai Way and Elkhorn Road (APN 126-24-510-003), PD (Planned Development) Zone [VC (Village Commercial) Cliff's Edge Special Land Use Designation], Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 150.VAR-18984 - PUBLIC HEARING - APPLICANT/OWNER: SPANISH VILLAS AT SAHARA, LLC - Request for a Variance TO ALLOW A 10-FOOT FRONT YARD SETBACK WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED on 7.68 acres at 3100-3190 West Sahara Avenue (APN 162-05-403-001 through 003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 151.SDR-18693 - PUBLIC HEARING - APPLICANT/OWNER: SPANISH VILLAS AT SAHARA, LLC - Request for a Site Development Plan Review FOR A FOUR-STORY, 42,000 SQUARE-FOOT OFFICE BUILDING, WITH A 2,450 SQUARE-FOOT RESTAURANT WITH DRIVE-THROUGH, A 14,550 SQUARE-FOOT GENERAL RETAIL ESTABLISHMENT WITH DRIVE-THROUGH AND A WAIVERS TO ALLOW PERIMETER LANDSCAPE BUFFER WIDTHS OF FIVE FEET ALONG THE EAST PROPERTY LINE; TWO FEET ALONG THE SOUTH PROPERTY LINE; SIX FEET ALONG THE WEST PROPERTY LINE WHERE 15 FEET IS THE MINIMUM REQUIRED AND TO ALLOW INTERIOR LANDSCAPE BUFFER WIDTH OF SIX FEET WHERE EIGHT FEET IS THE MINIMUM REQUIRED ALONG THE NORTH PROPERTY LINE on 7.68 acres at 3100-3190 West Sahara Avenue (APNs 162-05-403-001 through 003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 152.WVR-19784 - PUBLIC HEARING - APPLICANT/OWNER: FAIRWAY CHEVROLET COMPANY - Request for a Waiver to Title 18.12.130 TO ALLOW NO CIRCULAR CUL-DE-SAC AT THE TERMINATION OF SCARLET OAK AVENUE on 8.2 acres at 3200 East Sahara Avenue (APN 162-01-801-016), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 153.SUP-19359 - PUBLIC HEARING - APPLICANT/OWNER: FAIRWAY CHEVROLET COMPANY - Request for a Special Use Permit TO ALLOW A MOTOR VEHICLE SALES (NEW) FACILITY AND A WAIVER TO ALLOW SERVICE BAYS TO FACE THE PUBLIC RIGHT-OF-WAY at 3100-3200 East Sahara Avenue (APNs 162-01-801-014 through 016), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

- 154.SDR-19363 - PUBLIC HEARING - APPLICANT/OWNER: FAIRWAY CHEVROLET COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 251,828 SQUARE-FOOT MOTOR VEHICLE SALES (NEW) FACILITY on 17.01 acres at 3100-3200 East Sahara Avenue (APNs 162-01-801-014 through 016), C-2 (General Commercial) Zone, Ward 3 (Reese). NOTE: THIS APPLICATION IS BEING AMENDED TO ADD A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFER ALONG THE EAST PROPERTY LINE WHERE AN 8 FOOT PERIMETER LANDSCAPE BUFFER IS REQUIRED. The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 155.ROC-19273 - PUBLIC HEARING - APPLICANT: AAG-LAS VEGAS - OWNER: MUSTANG MAN, LLC. - This is an appeal filed by the applicant from the denial by the Planning Commission of a request for a Review of Condition Number 18 of an approved Reclassification of Property (Z-0045-88) TO ALLOW AUTO DEALER INVENTORY STORAGE WHERE THE ORIGINAL CONDITION STATED THAT THERE SHALL BE NO OUTDOOR STORAGE OF ANY KIND on 1.61 acres at 6750 West Sahara Avenue (APN 163-02-415-012), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
- 156.SUP-19103 - PUBLIC HEARING - APPLICANT: AAG-LAS VEGAS, LLC - OWNER: MUSTANG MAN, LLC - This is an appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED AUTO DEALER INVENTORY STORAGE LOCATION WITH A WAIVER OF THE REQUIREMENT THAT STORED VEHICLES BE EFFECTIVELY SCREENED SO AS NOT TO BE VISIBLE FROM ADJOINING PROPERTIES OR PUBLIC RIGHTS-OF-WAY at 6750 West Sahara Avenue (APN 163-02-415-012), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
- 157.SUP-19754 - PUBLIC HEARING - APPLICANT: NASIR KOSA - OWNER: ADMOOR YALDA - This is an appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit FOR AN ACCESSORY PACKAGE LIQUOR OFF-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING RETAIL BUSINESS at 1510 East Sahara Avenue (APN 162-02-411-019), C-1 (Limited Commercial) Zone, Ward 3 (Reese). NOTE: To be heard in conjunction with Morning Session Item 64. The Planning Commission (6-0 vote) and staff recommend DENIAL
- 158.SUP-20138 - PUBLIC HEARING - APPLICANT: STEVE OKOSISI AND SUSAN NWOGBE - OWNER: TECH RETAIL CENTER - Request for a Special Use Permit FOR A BEER/WINE/COOLER ON SALE ESTABLISHMENT IN CONJUNCTION WITH A PROPOSED RESTAURANT at 2400 North Buffalo Drive, Suite #145 (APN 138-15-402-001), C-1 (Limited Commercial), Ward 4 (Brown). NOTE: THE APPLICANT HAS REQUESTED THIS APPLICATION BE WITHDRAWN WITHOUT PREJUDICE. The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 159.SUP-20214 - PUBLIC HEARING - APPLICANT: ALFREDO'S ITALIAN BISTRO - OWNER: PARKVALE PARTNERS, LLC. - Request for a Special Use Permit FOR THE ADDITION OF A BEER/WINE/COOLER ON-SALE USE TO AN EXISTING RESTAURANT AND A WAIVER TO ALLOW A 300 FOOT SEPARATION DISTANCE FROM AN EXISTING CHURCH WHERE A 400 FOOT SEPARATION DISTANCE IS REQUIRED at 4275 North Rancho Drive, Suite #130 (APN 138-02-712-012), C-2 (General Commercial) Zone, Ward 6 (Ross). NOTE: To be heard in conjunction with Morning Session Item 60. The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 160.SUP-20477 - PUBLIC HEARING - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT - Request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT (TAVERN) WITH A WAIVER TO ALLOW A LIQUOR ESTABLISHMENT (TAVERN) USE 80 FEET FROM A CHILD CARE CENTER, 100 FEET FROM A CHURCH, 1,200 FEET FROM A PUBLIC SCHOOL AND 1,400 FEET FROM A CITY PARK WHERE A DISTANCE SEPARATION OF 1,500 FEET IS REQUIRED on 80.48 acres at 317 South Valley View Boulevard (a portion of APN 139-31-602-003), C-V (Civic) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 161.RQR-20962 - PUBLIC HEARING - APPLICANT: HYUNJA KANG - OWNER: WATKINS INVESTMENTS, LIMITED PARTNERSHIP - Required Six Month Review of an approved Special Use Permit (SUP-11589) that allowed A PROPOSED SWAP MEET at 4821 West Craig Road (APN 138-01-712-006 and 008), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL
- 162.RQR-18626 - PUBLIC HEARING - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: COG III, LTD - Required One Year Review of an approved Special Use Permit (SUP-2758) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1110 South Rainbow Boulevard (APN 163-02-101-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

- 163.RQR-18680 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: RANCHO DRIVE, LLC - Required One-Year Review of an approved Special Use Permit (U-0037-95) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 4950 Rancho Drive (APN 125-35-401-001), C-1 (Limited Commercial) Zone, Ward 6 (Ross). The Planning Commission (4-2 vote) and staff recommend DENIAL
- 164.RQR-17661 - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: NEVADA COMMERCE BANK - Required Two Year Review of an approved Special Use Permit (U-0023-95) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3200 Valley View Boulevard (APN 162-08-410-018), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (3-2 vote) recommends APPROVAL
- 165.RQR-17763 - REQUIRED TWO YEAR REVIEW - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z & Z INVESTMENT COMPANY - Required Two Year Review of an approved Special Use Permit (U-0018-95) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2350 North Rainbow Boulevard (APN 138-23-110-001), C-1 (Limited Commercial) Zone, Ward 5 (Williams). Staff recommends DENIAL. The Planning Commission (3-3 tie vote on a motion for approval) NO RECOMMENDATION
- 166.RQR-17764 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: FOSTER DAY CORPORATION - Required Two Year Review of an approved Special Use Permit (U-0036-95) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2401 North Decatur Boulevard (APN 138-13-801-083), C-1 (Limited Commercial) Zone, Ward 5 (Williams). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
- 167.RQR-18678 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z J & R PROPERTIES, LLC - Required Two Year Review of an Approved Special Use Permit (U-0043-94) WHICH ALLOWED A 55 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3920 West Charleston Boulevard (APN 139-31-801-018), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 168.RQR-18679 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: AMBER INVESTMENT COMPANY - Required Two-Year Review of an approved Special Use Permit (U-0052-95) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF PREMISE ADVERTISING (BILLBOARD) SIGN at 336 West Sahara Avenue (APN 162-04-806-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 169.RQR-18714 - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: RICHARD E. WILKIE - Required Two Year Review of an approved Special Use Permit (SUP-4690), WHICH ALLOWED A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2001 Western Avenue (APN 162-04-703-010), M (Industrial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
- 170.RQR-18896 - PUBLIC HEARING - APPLICANT: PEYMAN MASACHI - OWNER: RANCHO ALLEN, LLC - Required Two-Year Review of an approved Special Use Permit (U-0080-96) WHICH ALLOWED FOUR (4) 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGNS adjacent to the east side of Rancho Drive, south of Coran Lane (APN 139-19-705-001), C-2 (General Commercial) Zone, Ward 5 (Williams). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

SET DATE

- 171.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

172. 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

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

NOTICE OF SALE

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on June 26, 2007, at the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments to the City of Las Vegas in the following Special Assessment Districts:

Name of Owner	Description of Property	Amount Due Before 6/26/07 to Cure Default Prior to Sale	Total Amount Due on Date of Sale
**LEWIS JEROME & KENYATTA Z District: 1463 (7052)	139-28-110-019 001340 SHARON RD BONANZA VILLAGE TRACT PLAT BOOK 2 PAGE 69 LOT 11 BLOCK 10	\$1,003.96	\$4,848.40
**DEGARIMORE ROBERT F District: 1463 (7052)	139-28-210-083 001921 FAIR AV BONANZA VILLAGE TRACT PLAT BOOK 2 PAGE 69 LOT 7 BLOCK 6	\$1,003.96	\$4,848.40
*BANK U S NATIONAL ASSN TRS District: 505 (7301)	125-15-412-022 007201 CHAPARRAL COVE LN PRESERVE AT ELKHORN SPRINGS UNIT 1 AMD PLAT BOOK 80 PAGE 69 LOT 22 BLOCK B	\$1,349.45	\$1,349.45
*BANK WELLS FARGO N A District: 505 (7301)	125-16-316-020 007540 DUSTY LAKE ST ELKHORN SPRINGS-PARCEL 2-UNIT 1 PLAT BOOK 80 PAGE 31 LOT 20 BLOCK 1	\$758.74	\$758.74
*TRINIDAD LUIS M DE LA GALVAN LORENA District: 505 (7301)	125-16-411-038 007316 ROAMER PL ELKHORN SPRINGS PARCEL 3A PLAT BOOK 64 PAGE 34 LOT 71 BLOCK 4	\$746.39	\$746.39
*HANSON JENNIFER A District: 505 (7301)	125-16-412-007 008137 PURSUIT CT ELKHORN SPRINGS-PARCEL 3B PLAT BOOK 65 PAGE 39 LOT 130 BLOCK 3	\$914.39	\$914.39
*BOAN KELLY SAMANTHA & WILLIAM J District: 505 (7301)	125-16-412-014 008109 PURSUIT CT ELKHORN SPRINGS-PARCEL 3B PLAT BOOK 65 PAGE 39 LOT 123 BLOCK 3	\$783.15	\$783.15
*CORMIER ROBERT T & KATHLEEN M District: 505 (7301)	125-16-414-033 007321 COGBURN ST ELKHORN SPRINGS-PARCEL 5A PLAT BOOK 65 PAGE 81 LOT 24 BLOCK 1 & PT SW4 SW4 SEC 16 19 60	\$847.83	\$847.83
*CIMINO PHILIP District: 505 (7301)	125-16-420-010 007336 WANDERING ST ELKHORN SPRINGS-PARCEL 5B PLAT BOOK 75 PAGE 19 LOT 10 BLOCK 3	\$756.94	\$756.94
*SALAS HECTOR R & MISTI District: 505 (7301)	125-16-510-017 007652 CERTITUDE AV ORCHARD VALLEY AT ELKHORN SPRINGS- UNIT 5 PLAT BOOK 83 PAGE 36 LOT 17 BLOCK 7	\$694.95	\$694.95
*VILLAGRANA ANTONIO District: 505 (7301)	125-16-510-018 007816 LICENSE ST ORCHARD VALLEY AT ELKHORN SPRINGS- UNIT 5 PLAT BOOK 83 PAGE 36 LOT 16 BLOCK 6	\$694.95	\$694.95
*SHEARER JEDEDIAH District: 505 (7301)	125-16-610-015 007724 GRANBERG CT ORCHARD VALLEY AT ELKHORN SPRINGS- UNIT 1 PLAT BOOK 79 PAGE 50 LOT 16 BLOCK 13	\$683.08	\$683.08
*MAY GEORGE W District: 505 (7301)	125-16-610-032 007616 FLOURISH SPRINGS ST ORCHARD VALLEY AT ELKHORN SPRINGS- UNIT 1 PLAT BOOK 79 PAGE 50 LOT 33 BLOCK 13	\$683.08	\$683.08
*R L L L C District: 505 (7301)	125-16-614-001 007708 PICNIC ST ORCHARD VALLEY AT ELKHORN SPRINGS- UNIT 4 PLAT BOOK 85 PAGE 74 LOT 1 BLOCK 8	\$678.98	\$678.98
*AVELO MORTGAGE L L C District: 505 (7301)	125-16-712-051 007401 PAINTED RIDGE ST MEADOWS AT ELKHORN SPRINGS- UNIT 1 PLAT BOOK 74 PAGE 80 LOT 246 BLOCK F	\$931.38	\$931.38
*JACKSON MILTON E JR District: 505 (7301)	125-16-712-072 7409 RED EAGLE ST MEADOWS AT ELKHORN SPRINGS- UNIT 1 PLAT BOOK 74 PAGE 80 LOT 200 BLOCK E	\$681.22	\$681.22
*WHEELER CRAIG R & LAURA M District: 505 (7301)	125-16-715-047 007921 THORNE PINE AV MEADOWS AT ELKHORN SPRINGS- UNIT 3 PLAT BOOK 77 PAGE 64 LOT 129 BLOCK D	\$825.15	\$825.15
*ANGLADA SALIM R District: 505 (7301)	125-16-716-027 007705 TWISTED PINE AV MEADOWS AT ELKHORN SPRINGS- UNIT 4 PLAT BOOK 80 PAGE 75 LOT 228 BLOCK F	\$843.96	\$843.96
*GARCIA ANA District: 505 (7301)	125-16-815-062 007249 WANDERING STAR CT BRIARHILL-UNIT 1 PLAT BOOK 74 PAGE 48 LOT 62 BLOCK 2	\$786.56	\$786.56
*BAYER BRIAN S & KIMBERLIE J District: 505 (7301)	125-16-816-024 7909 CANYON GROVE CT BRIARHILL-UNIT 2 PLAT BOOK 76 PAGE 19 LOT 24 BLOCK 1	\$643.34	\$643.34

AFFP DISTRICT COURT
Clark County, Nevada

RECEIVED
CITY CLERK

AFFIDAVIT OF PUBLICATION

2007 JUL -2 A 11:02

STATE OF NEVADA)
COUNTY OF CLARK) SS:

Stacey M. Lewis, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

LV CITY CLERK

2296311LV

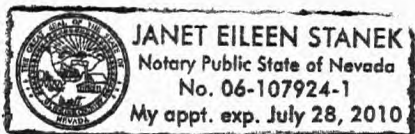
2204486

was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 3 edition(s) of said newspaper issued from 06/06/2007 to 06/21/2007, on the following days:

06/06/2007

06/13/2007

06/21/2007



Signed: _____

Stacey M. Lewis

SUBSCRIBED AND SWORN BEFORE ME THIS, THE

21st day of June, 2007.

Janet E. Stanek

Notary Public

*JAMES GREGORY E District: 505 (7301)	125-16-816-041 007332 MISTY GLOW CT BRIARHILL UNIT 2 PLAT BOOK 76 PAGE 19 LOT 85 BLOCK 2	\$643.34	\$643.34
*JANATSCH JOHN & BLANCA District: 505 (7301)	125-16-817-040 007825 ROBINLEN AV NORTHERN LIGHTS AT ELKHORN SPRINGS UNIT 2 PLAT BOOK 76 PAGE 66 LOT 121 BLOCK E	\$658.60	\$658.60
*BANK DEUTSCHE NATIONAL TR CO TRS District: 505 (7301)	125-16-817-063 007704 ROBINLEN AV NORTHERN LIGHTS AT ELKHORN SPRINGS UNIT 2 PLAT BOOK 76 PAGE 66 LOT 136 BLOCK F	\$708.31	\$708.31
**BANK WELLS FARGO N A TRS District: 505 (7301)	125-16-820-004 007216 GOLDEN FALCON ST NORTHERN LIGHTS AT ELKHORN SPRINGS UNIT 3 PLAT BOOK 83 PAGE 23 LOT 65 BLOCK C	\$685.37	\$2,529.52
*BANK U S NATIONAL ASSN TRS District: 505 (7301)	125-16-820-007 007228 GOLDEN FALCON ST NORTHERN LIGHTS AT ELKHORN SPRINGS UNIT 3 PLAT BOOK 83 PAGE 23 LOT 68 BLOCK C	\$685.37	\$685.37
*SANCHEZ SALVADOR S District: 505 (7301)	125-16-821-031 007200 HAWK HAVEN ST EAGLE HGTS PLAT BOOK 83 PAGE 53 LOT 31 BLOCK B	\$843.18	\$843.18
*FAJARDO ROXANNE M District: 505 (7301)	125-21-510-003 007912 PURPLE MOUNTAIN AV MOUNTAINEIRE UNIT 1 AT ELKHORN SPRINGS PLAT BOOK 71 PAGE 90 LOT 3 BLOCK 1	\$773.36	\$773.36

*(Applicable to parcels with a single * in District 505 only): Includes amount of unpaid delinquent assessment installment, accrued and delinquent interest to June 26, 2007, penalties and collection costs, including attorney fees.

** (Applicable to all parcels in District 505 that do not have a single * above and all other parcels in Districts other than District No. 505): Includes full amount of unpaid assessment, accrued and delinquent interest to June 26, 2007, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS § 271.555 to NRS § 271.575. The sale shall be continued from day to day as provided in NRS § 271.555. The property sold is subject to redemption as provided in NRS § 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS § 271.595.

As provided in NRS § 271.410, the City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to all of the above parcels except those parcels in District No. 505 designated with a single * above. As provided in NRS § 271.410, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS § 271.410(2).

***For additional information or questions, please call (702) 229-4942. Updated notices of sale can be found at www.amgnv.com.

IN WITNESS WHEREOF, I have affixed my signature as of May 18, 2007.

/s/ Mark R. Vincent Department of Finance & Business Services/City Treasurer
PUB: June 6, 13, 21, 2007 LV Review-Journal

EXHIBIT C

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE

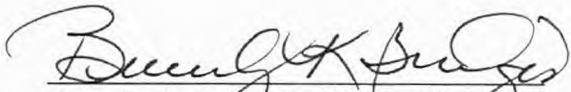
The undersigned, Beverly K. Bridges, City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit 1 hereto, I caused to be mailed a notice in substantially the form attached hereto as Exhibit 2 to the persons described in paragraph 2 hereof on June 5, 2007, being at least 20 days before the sale, which was held on June 26, 2007.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

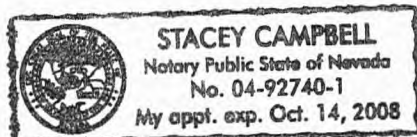
3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for the Districts identified in the Notice until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this July 30, 2007.


Beverly K. Bridges, CMC City Clerk

SUBSCRIBED AND SWORN TO before me this July 30, 2007 by Beverly K. Bridges, City Clerk, City of Las Vegas, Nevada.

(SEAL)



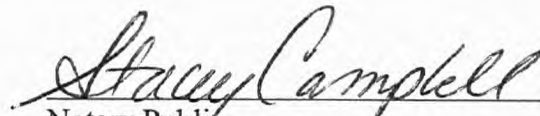

Notary Public

EXHIBIT 1

STATE OF NEVADA)
 :ss
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE

The undersigned Keith B. Davis, the President of Assessment Management Group of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, I mailed a notice in substantially the form attached on the attachment hereto marked Exhibit 2 to the persons described in paragraph 2 hereof on June 5, 2007, being at least 20 days before the sale, which was held on June 26, 2007.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

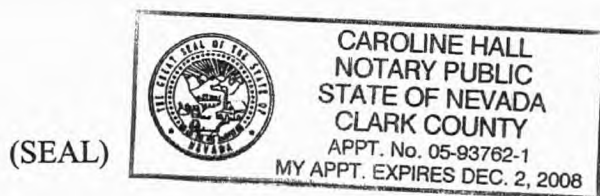
3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for the Districts identified in the Notice until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

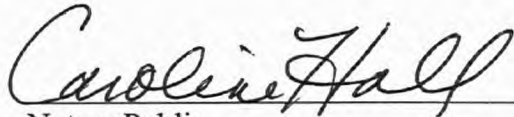
Dated this 16th day of July, 2007.



Title: President

SUBSCRIBED AND SWORN TO before me this 16th day of July, 2007 by Keith B. Davis, President of Assessment Management Group.





Notary Public

EXHIBIT II

(Attach copy of Notice as Mailed)

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on June 26, 2007, at the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments to the City of Las Vegas in the following Special Assessment Districts:

Name of Owner	Description of Property	Amount Due Before 6/26/07 to Cure Default Prior to Sale	Total Amount Due on Date of Sale
**LEWIS JEROME & KENYATTA Z District: 1463 (7052)	139-28-110-019 001340 SHARON RD BONANZA VILLAGE TRACT PLAT BOOK 2 PAGE 69 LOT 11 BLOCK 10	\$1,003.96	\$4,848.40
**DEGARIMORE ROBERT F District: 1463 (7052)	139-28-210-083 001921 FAIR AV BONANZA VILLAGE TRACT PLAT BOOK 2 PAGE 69 LOT 7 BLOCK 6	\$1,003.96	\$4,848.40
*BANK U S NATIONAL ASSN TRS District: 505 (7301)	125-15-412-022 007201 CHAPARRAL COVE LN PRESERVE AT ELKHORN SPRINGS UNIT 1 AMD PLAT BOOK 80 PAGE 69 LOT 22 BLOCK B	\$1,349.45	\$1,349.45
*BANK WELLS FARGO N A District: 505 (7301)	125-16-316-020 007540 DUSTY LAKE ST ELKHORN SPRINGS-PARCEL 2- UNIT 1 PLAT BOOK 80 PAGE 31 LOT 20 BLOCK 1	\$758.74	\$758.74
*TRINIDAD LUIS M DE LA GALVAN LORENA District: 505 (7301)	125-16-411-038 007316 ROAMER PL ELKHORN SPRINGS PARCEL 3A PLAT BOOK 64 PAGE 34 LOT 71 BLOCK 4	\$746.39	\$746.39
*HANSON JENNIFER A District: 505 (7301)	125-16-412-007 008137 PURSUIT CT ELKHORN SPRINGS-PARCEL 3B PLAT BOOK 65 PAGE 39 LOT 130 BLOCK 3	\$914.39	\$914.39
*BOAN KELLY SAMANTHA & WILLIAM J District: 505 (7301)	125-16-412-014 008109 PURSUIT CT ELKHORN SPRINGS-PARCEL 3B PLAT BOOK 65 PAGE 39 LOT 123 BLOCK 3	\$783.15	\$783.15
*CORMIER ROBERT T & KATHLEEN M District: 505 (7301)	125-16-414-033 007321 COGBURN ST ELKHORN SPRINGS-PARCEL 5A PLAT BOOK 65 PAGE 81 LOT 24 BLOCK 1 & PT SW4 SW4 SEC 16 19 60	\$847.83	\$847.83

*CIMINO PHILIP District: 505 (7301)	125-16-420-010 007336 WANDERING ST ELKHORN SPRINGS-PARCEL 5B PLAT BOOK 75 PAGE 19 LOT 10 BLOCK 3	\$756.94	\$756.94
*SALAS HECTOR R & MISTI District: 505 (7301)	125-16-510-017 007652 CERTITUDE AV ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 5 PLAT BOOK 83 PAGE 36 LOT 17 BLOCK 7	\$694.95	\$694.95
*VILLAGRANA ANTONIO District: 505 (7301)	125-16-510-018 007816 LICENSE ST ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 5 PLAT BOOK 83 PAGE 36 LOT 16 BLOCK 6	\$694.95	\$694.95
*SHEARER JEDEDIAH District: 505 (7301)	125-16-610-015 007724 GRANBERG CT ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 1 PLAT BOOK 79 PAGE 50 LOT 16 BLOCK 13	\$683.08	\$683.08
*MAY GEORGE W District: 505 (7301)	125-16-610-032 007616 FLOURISH SPRINGS ST ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 1 PLAT BOOK 79 PAGE 50 LOT 33 BLOCK 13	\$683.08	\$683.08
*R L I L L C District: 505 (7301)	125-16-614-001 007708 PICNIC ST ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 4 PLAT BOOK 85 PAGE 74 LOT 1 BLOCK 8	\$678.98	\$678.98
*AVELO MORTGAGE L L C District: 505 (7301)	125-16-712-051 007401 PAINTED RIDGE ST MEADOWS AT ELKHORN SPRINGS- UNIT 1 PLAT BOOK 74 PAGE 80 LOT 246 BLOCK F	\$931.38	\$931.38
*JACKSON MILTON E JR District: 505 (7301)	125-16-712-072 7409 RED EAGLE ST MEADOWS AT ELKHORN SPRINGS- UNIT 1 PLAT BOOK 74 PAGE 80 LOT 200 BLOCK E	\$681.22	\$681.22
*WHEELER CRAIG R & LAURA M District: 505 (7301)	125-16-715-047 007921 THORNE PINE AV MEADOWS AT ELKHORN SPRINGS- UNIT 3 PLAT BOOK 77 PAGE 64 LOT 129 BLOCK D	\$825.15	\$825.15

*ANGLADA SALIM R District: 505 (7301)	125-16-716-027 007705 TWISTED PINE AV MEADOWS AT ELKHORN SPRINGS- UNIT 4 PLAT BOOK 80 PAGE 75 LOT 228 BLOCK F	\$843.96	\$843.96
*GARCIA ANA District: 505 (7301)	125-16-815-062 007249 WANDERING STAR CT BRIARHILL-UNIT 1 PLAT BOOK 74 PAGE 48 LOT 62 BLOCK 2	\$786.56	\$786.56
*BAYER BRIAN S & KIMBERLIE J District: 505 (7301)	125-16-816-024 7909 CANYON GROVE CT BRIARHILL-UNIT 2 PLAT BOOK 76 PAGE 19 LOT 24 BLOCK 1	\$643.34	\$643.34
*JAMES GREGORY E District: 505 (7301)	125-16-816-041 007332 MISTY GLOW CT BRIARHILL-UNIT 2 PLAT BOOK 76 PAGE 19 LOT 85 BLOCK 2	\$643.34	\$643.34
*JANATSCH JOHN & BLANCA District: 505 (7301)	125-16-817-040 007825 ROBINGLEN AV NORTHERN LIGHTS AT ELKHORN SPRINGS UNIT 2 PLAT BOOK 76 PAGE 66 LOT 121 BLOCK E	\$658.60	\$658.60
*BANK DEUTSCHE NATIONAL TR CO TRS District: 505 (7301)	125-16-817-063 007704 ROBINGLEN AV NORTHERN LIGHTS AT ELKHORN SPRINGS UNIT 2 PLAT BOOK 76 PAGE 66 LOT 136 BLOCK F	\$708.31	\$708.31
**BANK WELLS FARGO N A TRS District: 505 (7301)	125-16-820-004 007216 GOLDEN FALCON ST NORTHERN LIGHTS AT ELKHORN SPRINGS UNIT 3 PLAT BOOK 83 PAGE 23 LOT 65 BLOCK C	\$685.37	\$2,529.52
*BANK U S NATIONAL ASSN TRS District: 505 (7301)	125-16-820-007 007228 GOLDEN FALCON ST NORTHERN LIGHTS AT ELKHORN SPRINGS UNIT 3 PLAT BOOK 83 PAGE 23 LOT 68 BLOCK C	\$685.37	\$685.37
*SANCHEZ SALVADOR S District: 505 (7301)	125-16-821-031 007200 HAWK HAVEN ST EAGLE HGTS PLAT BOOK 83 PAGE 53 LOT 31 BLOCK B	\$843.18	\$843.18

*FAJARDO ROXANNE M District: 505 (7301)	125-21-510-003 007912 PURPLE MOUNTAIN AV MOUNTAINEIRE UNIT 1 AT ELKHORN SPRINGS PLAT BOOK 71 PAGE 90 LOT 3 BLOCK 1	\$773.36	\$773.36
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As provided in NRS § 271.410, the City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to all of the above parcels except those parcels in District No. 505 designated with a single * above. As provided in NRS § 271.410, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS § 271.410(2).

***For additional information or questions, please call (702) 229-4942. Updated notices of sale can be found at www.amgnv.com.

IN WITNESS WHEREOF, I have affixed my signature as of May 18, 2007.

/s/ Mark R. Vincent
Department of Finance & Business Services/
City Treasurer

(End of Form of Notice of Sale)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: CITY MANAGER
DIRECTOR: DOUGLAS A. SELBY

☒ Consent ☐ Discussion

SUBJECT:
RESOLUTIONS:

R-34-2007 - Approval of a Resolution opposing any legislation that would redistribute or increase visitor paid room tax - All Wards

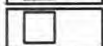
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Currently, more than half – 53 percent – of the money generated through the visitor paid room tax goes back into the communities. Entities receiving revenue from the visitor paid room tax include local government entities, Clark County School District, county transportation, Nevada Commission on Tourism, and local chambers of commerce. Collectively, these entities are projected to receive nearly \$2.6 billion of visitor paid room tax from FY 2006-2015. The City of Las Vegas will receive an estimated \$2.5 million in the 2007 fiscal year.

RECOMMENDATION:

It is recommended that the City Council adopt this resolution.

BACKUP DOCUMENTATION:

Resolution No. R-34-2007

Motion made by GARY REESE to Approve Items 14-25, 27-28 and 30-51

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

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

RESOLUTION NO. R-34-2007

A RESOLUTION OPPOSING REDISTRIBUTION OR INCREASE OF VISITOR PAID ROOM TAX

WHEREAS, the City of Las Vegas receives approximately \$2.5 million annually from the visitor paid room tax; and

WHEREAS, under its current allocation structure collectively the room tax will generate nearly 2.6 billion dollars for community based operations and projects between fiscal years 2006 and 2015; and

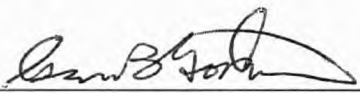
WHEREAS, in order to aggressively market the destination in the very competitive global marketplace, the Las Vegas Convention and Visitor Authority ("LVCVA") needs to continue its marketing efforts and renovate and expand the Las Vegas Convention Center; and

WHEREAS, the redistribution of any visitor paid room tax funds impair the LVCVA's municipal bonds which were issued to help promote visitation to the Las Vegas destination;

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

Section 1. The City Council of the City of Las Vegas opposes any redistribution or increase in the visitor paid room tax because such change would negatively impact the ability of the LVCVA to market the overall destination and thereby, negatively impact the Southern Nevada economy and the annual distribution of funds to the City of Las Vegas.

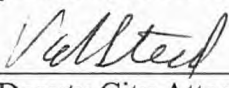
PASSED, ADOPTED AND APPROVED this 16th day of May, 2007.


OSCAR B. GOODMAN, Mayor

Attest:


BEVERLY K. BRIDGES, CMC
Acting City Clerk

Approved as to Form:

 5-8-07
Deputy City Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 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 the item be stricken.

RECOMMENDATION:

Report only, no action required

BACKUP DOCUMENTATION:

None

Minutes:

No motion required. A report was given.

CITY MANAGER SELBY gave a report. Friday, May 18, 2007, is the grand opening of Fire Station 47, which was constructed by the Howard Hughes Company, and the City is providing the manpower and equipment. On Saturday, May 19, 2007, the Walk with the Mayor would be held, along with the Helldorado Parade starting at 7:00 p.m., for which some of the Councilmembers would be on horseback. That Saturday is also open house at all Fire Stations, and the public is invited to visit the stations in their neighborhoods from 10:00 a.m. to 2:00 p.m. There will be a Sports Fest at Kellog Zaher Sports Complex following the Mayor's walk. A community festival and bike rodeo, which will focus on safety, will take place at Veil Pitman Elementary School in Ward 1.

At the request of COUNCILMAN REESE, CITY MANAGER SELBY mentioned the Western Village event at Cashman Center. The Old Mormon Fort will be holding events throughout the day prior to the Helldorado Parade.

CITY COUNCIL MEETING OF: MAY 16, 2007

COUNCILMAN BROWN noted that the law enforcement memorial service would be held Friday, May 18, 2007, at Police Memorial Park.

