

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: CITY MANAGER

DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:

ADMINISTRATIVE:

Discussion and possible action regarding ratification of Beverly Bridges as City Clerk for the City of Las Vegas (\$102,520 Salary + Benefits - General Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$143,530.00

Funding Source: General Fund

Dept./Division: City Clerk's Office

PURPOSE/BACKGROUND:

With the recent retirement of Roni Ronemus, Beverly Bridges has been Acting City Clerk since February 5, 2007. Ms. Bridges has held increasingly responsible positions within the City Clerk's Office since starting her career at the City in 1993. She recently earned her CMC (Certified Municipal Clerk) designation as an active member of the International Institute of Municipal Clerk's Association and is now working towards her Master Municipal Clerk designation.

RECOMMENDATION:

It is recommended that council ratify the appointment of Beverly Bridges to the position of City Clerk.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve

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

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

Minutes:

CITY MANAGER SELBY urged the Council to join in his support of appointing BEVERLY BRIDGES as City Clerk. MAYOR GOODMAN said she is pleasant, efficient and very knowledgeable. It is a pleasure to promote from within. COUNCILMAN REESE added she is going to do a very good job.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: ADMINISTRATIVE SERVICES

DIRECTOR: CHRISTOPHER KNIGHT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action approving a Professional Services Agreement with Active Network, Inc. regarding a corporate partnership program for the City of Las Vegas (\$75,000 - General Fund) - All Wards

Fiscal Impact

☐ No Impact ☐ Augmentation Required
☒ Budget Funds Available

Amount: \$75,000

Funding Source: General Fund

Dept./Division: Office of Administrative Services

PURPOSE/BACKGROUND:

During the 2005 City of Las Vegas Centennial Celebration, the City had the opportunity to seek outside sponsors to offset the costs for the centennial celebration special events and activities. City staff believes that the sponsorship activities were successful and should be duplicated to enhance funding opportunities for the City. A corporate partnership program will provide a large range of opportunities to increase revenue streams for the City of Las Vegas.

The Active Network, Inc., a leading provider of application and marketing services for community service organizations has proposed the following:

Phase 1 - \$75,000 – Active Network Marketing Group will develop corporate marketing packages and revenue generating programs and provide support to the city in negotiations with potential partners.

Phase II – 12% commission on all revenues raised – Active Network Marketing Group will develop corporate marketing packages and revenue generating programs, provide identification and solicitation of sponsorship and advertising partners, and provide support to the City in negotiations with potential partners.

RECOMMENDATION:

It is recommended that the City Council accept staff's recommendation and approve the Professional Services Agreement.

BACKUP DOCUMENTATION:

1. Professional Services Agreement with Active Network, Inc.
2. Submitted at meeting – Market Based Revenue Opportunity Program PowerPoint presentation by staff

CITY COUNCIL MEETING OF: JUNE 6, 2007

Motion made by GARY REESE to Approve

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

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

Minutes:

CHRIS KNIGHT, Director of Administrative Services, said that staff has identified the opportunity to hopefully support the City's revenue stream by entering into a corporate partnership program with Active Network, Inc., to do a sponsorship program with the City. Active Network has been in business for several years, has worked with other cities and has an understanding of the City's policies, rules and regulations. He requested approval in order to identify revenue-generating opportunities.

DR. DAN SCHULTE, JUDY ANDERSON and CYRIL JUANITAS, all with Active Network, Inc., were present. DR. SCHULTE gave a detailed PowerPoint presentation, a copy of which is made a part of the minutes, to go over the proposed package. He noted that sponsorship programs offer a great opportunity to raise revenues without raising taxes.

MAYOR GOODMAN stressed that the members of this Council are very covetous of the Las Vegas brand, and he has been told that it is second only to Google.

COUNCILMAN BROWN asked if the asset analysis would include parks, vehicles, buildings and mailings, as well as whether existing contracts include revenue growth and cost savings. DR. SCHULTE replied that, as aggregators, the company looks at all possibilities. Some contracts do include in-kind services; for example, Active Network was able to get free vehicles for the lifeguards on Huntington Beach. COUNCILMAN BROWN inquired if it is solely revenue growth or cost savings and the DR. SCHULTE responded that it could work both ways.

COUNCILMAN BROWN said that he is very excited about this prospect. However, he suggested the process start with the City Attorney's office to assure all the legal parameters, because the last time a similar endeavor was attempted a lot of legal issues were raised.

COUNCILMAN WOLFSON asked if the timeframe is reasonable, because, from the presentation, it seems there is a lot to accomplish. MS. ANDERSON indicated that the company is confident in the experience it has acquired in the past few years. Also, she pointed out that, as the corporate partnership program builds, it will grow as more assets become available, such as the arena. MAYOR GOODMAN expressed great satisfaction about this because he wants the contract to reserve the naming rights to the arena to the City of Las Vegas. DR. SCHULTE fully agreed with the Mayor.

At the request of COUNCILMAN WOLFSON, DR. SCHULTE named some of the other clients, such as the Cities of San Diego, Huntington Beach and San Jose, California. MR. KNIGHT assured COUNCILMAN WOLFSON that ESTHER CARTER of Leisure Services

CITY COUNCIL MEETING OF: JUNE 6, 2007

visited with the City of San Diego to assess Active Network's performance, and she was very impressed.

COUNCILMAN BROWN directed that the Council members be included in the BlueSky meetings.



**PROFESSIONAL SERVICES AGREEMENT
THE ACTIVE NETWORK, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT dated as of JUNE 11, 2007 is entered into by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada having its principal office at 400 Stewart Ave., Las Vegas, Nevada 89101 (the "City"), and THE ACTIVE NETWORK, INC., a Delaware corporation, having its principal office at 10182 Telesis Court, Ste. 300, San Diego, California 92121 (the "Contractor" or "Consultant").

W I T N E S S E T H:

WHEREAS, in response to the City's request, the Contractor submitted a written proposal ("Proposal") to provide City with certain marketing and promotional services offered by Contractor, which is dated November 8, 2006; and

WHEREAS, the Contractor represents that it is well qualified, experienced, and adequately staffed to provide the services described in the Proposal; and

WHEREAS, the City desires to hire the Contractor to perform the services described in the Proposal pursuant to the terms and conditions more particularly set forth in this Agreement; and

WHEREAS, this is a professional services contract within the intent and purview of NRS Chapter 332; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. TERM.

a. Phase I. Phase I of this Agreement shall commence on the date this Agreement is approved by the Las Vegas City Council and shall terminate one hundred twenty (120) days thereafter, subject to sooner termination in accordance with the provisions of this Agreement. City shall have the option, at its discretion, to extend the term of Phase I for an additional thirty (30) day period upon written notice to the Contractor, which shall be provided at least ten (10) days prior to the expiration of Phase I.

b. Phase II. Once Phase I has been completed and the City, through its designated representative ("City Representative"), approves the commencement of Phase II of this Agreement, the City and Contractor shall commence with Phase II of this Agreement. Phase II shall commence on the date of City approval of Phase II commencement, and shall terminate three (3) years thereafter, unless sooner terminated in accordance with the provisions of this Agreement. The City and Contractor may renew Phase II of this Agreement, under the same terms and conditions contained herein, for up to two (2) additional three (3) year periods. Any renewal of any additional period shall be approved in writing by both parties at least thirty (30) days prior to the applicable expiration date of the then existing Phase II term.

2. Services. The Contractor shall provide the following services under Phase I and Phase II (the "Services"):

a. Phase I – Program Assessment Scope of Services

1) Program Policies and Procedures

The Contractor will draft certain written program policies and procedures to establish the framework within which a co-marketing venture between Contractor and City may be pursued.

2) Review of City's Existing Marketing Policy

The Contractor will conduct a detailed review of the City's marketing efforts prior to the engagement of Contractor, and shall assess and propose process improvements that may occur under Contractor's policies and procedures.

3) Inventory of Assets

The Contractor will identify the City's physical assets, special events and other intangible assets that are likely to lend themselves to naming rights, advertisements, and marketing and sponsorship opportunities or other marketable, revenue-generating uses.

4) Review of Private Use

The Contractor will work with the City and its personnel (including City's legal counsel) as necessary to review any potential private use considerations and integrate such considerations into the overall approach for this program.

5) Review of Purchase Agreements

The Contractor shall review the City's major contracts for the purchase of materials and equipment to identify the potential value of exclusive relationships and other areas subject to process improvement.

6) Research and Analysis

The Contractor shall conduct all applicable market research and analysis to identify improvement opportunity areas. Such analysis shall include any marketing and sponsorship initiatives implemented by other local and state governments. The Contractor shall review local standards and regulations to insure the integrity of the process is maintained. Where possible, the Contractor shall contact and evaluate potential third party marketing firms for potential co-venture opportunities.

7) Strategic Marketing Plan

The Contractor will prepare and deliver a strategic marketing plan (reference Section 2 (1)), which evaluates City assets, programs, activities, facility operations, contracts and

purchases, including a comprehensive written program of marketing initiatives, which may include:

- i. Sponsorships;
- ii. Advertising;
- iii. Naming Rights;
- iv. Exclusive product use;
- v. Licensing Agreements;
- vi. Concession opportunities;
- vii. Partnerships;
- viii. Estimates of potential value to the City of the marketing initiatives; and
- ix. Identification of potential third party businesses to assist with any of the foregoing, along with related sales and marketing materials outlining details associated with such opportunities.

b. Phase II – Program Implementation Scope of Services

(1.) The Consultant shall not begin Phase II without the City's express written approval and Notice to Proceed from the City. During Phase II, the Consultant shall implement the program in accordance with the approved written strategic marketing plan prepared for the City (the "Strategic Marketing Plan"). This will include:

- i. Creation of program sales and marketing materials that outline the goals of the City's marketing and advertising income program and emphasizing the potential value inherent in forging an association with the City. All materials shall be submitted to the City for written approval prior to dissemination.
- ii. Development of marketing initiative specific Requests for Proposals targeted to achieve specific elements of the Strategic Marketing Plan. The Consultant shall also assist the City in reviewing proposals and drafting agreements, which memorialize revenue-producing promotional and/or marketing opportunities.
- iii. In coordination with the City, meeting with the leadership of targeted companies to discuss co-venture opportunities and explain the goals, policies and objectives of the City's program.
- iv. Arranging follow up meetings and providing additional information as necessary in pursuing marketing and sponsorship agreements. The City shall have the absolute right, in its sole discretion, to disapprove of any such business opportunities for any reason or no reason.
- v. Assisting the City in the negotiation of the financial and programmatic arrangements with any potential third party business. The City shall have the absolute right to reject any potential business venture or proposed marketing device or medium.
- vi. Assisting the City in presenting proposed agreements to City Officials, City Council, City staff, the media and constituent groups when requested.

vii. Providing the City with training and resources to City staff on sponsorship and marketing as necessary.

(2.) Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to require the City to accept any business opportunity proposal presented by the Contractor.

3. Payment.

(a) Amount of Consideration.

(1.) Phase I Compensation. The amount to be paid to the Contractor as full consideration for the Contractor's Services under Phase I of this Agreement exclusive of all approved travel expenses, shall not exceed \$75,000 payable as follows: (1) \$25,000 upon full execution of this Agreement; (2) \$25,000 due sixty (60) days from the date of full execution of this Agreement; and (3) \$25,000 due upon submission to the City of a written Strategic Marketing Plan, which shall be in a form and substance reasonably acceptable to the City.

If travel is required in performance of services under this contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, automobile rental, and incidental expenses will be paid at the actual cost incurred, not to exceed \$192.00 per day. Contractor shall coordinate all travel in advance with the City Representative. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City Representative must approve any deviations to these procedures.

(2.) Phase II Compensation. The amount of consideration to be paid to Contractor as full consideration for the Contractor's Services under Phase II of this Agreement shall be - twelve percent (12%) of the gross receipts derived from business agreements consummated between the City and any parties identified to the City by the Contractor. Such fees shall not be deemed earned until such time as the business agreements have been approved and accepted by the City in accordance with City laws, rules and procedures. Such fee, which shall be deemed inclusive of all costs and expenses associated with providing Services, shall be payable only upon actual receipt of said funds by the City.

4. Independent Contractor. The Contractor and City are independent contractors. This Agreement shall not be interpreted to create any partnership, joint venture or employment relationship of any kind. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a City employee, (ii) commit the City to any obligation, or (iii) hold itself, himself, or herself out as a City employee or Person with the authority to commit the City to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the City upon any debt or

contract and it is not in default as surety, contractor, or otherwise upon any obligation to the City, including any obligation to pay taxes to, or perform services for or on behalf of, the City.

6. Compliance with Law.

(a) Generally. Each party shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the City's possession may be subject to disclosure. In the event that such a request for disclosure is made, the City shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification.

(a) **Indemnification by Active.** Active shall defend, indemnify and hold harmless City and its employees, officials, agents, contractors, representatives, successors and assigns from and against any and all third party claims, losses, liability, costs and expenses (including reasonable attorneys' fees) incurred by City arising out of or in connection with (i) the gross negligence or intentional misconduct of Active; (ii) violation by Active of any applicable federal, state or local law, rule or regulation; or (iii) breach by Active of its representations, warranties or obligations hereunder; provided however, that Active's obligation to indemnify Company hereunder shall not apply to any loss, liability, damage or expense to the extent that is caused by or arising out of any negligent or intentional act or omission of City or breach of any representation, warranty or obligation of City created hereunder. As used in this section, City shall include City and its officers, officials, representatives, agents, affiliates, and successors and assigns.

(b) **Indemnification by City.** Subject to NRS Chapter 41, City shall defend, indemnify and hold harmless Active and its directors, officers, employees, agents, contractors, representatives, successors and assigns from and against any and all claims, losses, liability, costs and expenses

(including reasonable attorneys' fees) incurred by Contractor arising out of or in connection with (i) the gross negligence or intentional misconduct of City; (ii) violation by City of any applicable federal, state or local law, rule or regulation; or (iii) breach by City of any of its representations, warranties, or obligations hereunder, which shall include defaulting on any payment obligation; provided however, that City's obligation to indemnify Active hereunder shall not apply to any loss, liability, damage or expense to the extent that is caused by or arising out of the any negligent or intentional act or omission of Active or breach of any representation, warranty or obligation of Active created hereunder. As used in this section, Active shall include any Active and any parent or subsidiary of Active and their respective employees, officers, directors, or affiliates.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name the City of Las Vegas as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) and (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance").

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in the place and manner acceptable to the City, and which is (ii) in form and substance acceptable to the City. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the City. Prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the City of the same and deliver to the renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the City Representative or his or her designee, and any purported assignment, other disposal or modification without such prior written consent shall be null and void. Notwithstanding the foregoing, Contractor may assign or transfer this Agreement pursuant to a sale or merger involving substantially all of Contractor's assets or 51% or more of Contractor's voting shares. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason

by the City upon forty-five (45) days' written notice to the Contractor, (ii) for "Cause" by the City after delivery of written notice to Contractor where the "Cause" remains uncured for thirty (30) days, (iii) upon mutual written Agreement of the City and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal, state or local funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor (i) for non-payment of an undisputed claim by the City; provided, however, that the Contractor shall have provided written demand to which the City has failed to respond within forty-five (45) days of receipt of such demand; or (ii) if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Impracticability under this subsection would include circumstances which are reasonably beyond the Contractor's control and/or acts or omissions of the City or a third party (not under the supervision and control of Contractor) that prohibit Contractor from performing its contractual obligations, including a Force Majeure Events as set forth in Section 25. Termination under this subsection shall be effected by the Contractor delivering to the City Representative or his or her duly designated deputy, at least forty-five (45) days prior to the termination date (or a shorter period if forty-five (45) days notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, except in cases where termination is based on non-payment by the City, take all reasonable actions requested by the City (including those set forth in other provisions of this Agreement) to assist the City in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

(d) The Contractor shall be entitled to receive payment under this Agreement to the extent that Services were provided in connection with a business agreement prior to the termination of this Agreement and where the business transaction closes with one (1) year from the termination of this Agreement. In the event that an agreement is multi-year the Contractor shall receive annual payments on marketing and sponsorship programs initiated by the Contractor for the life of the business agreement between City and sponsor. Notwithstanding the foregoing, the Contractor shall be entitled to payment only upon the City's actual receipt of revenue from the business agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records

shall at all times be available for audit and inspection by the City's Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement. The City shall also make available for audit by Contractor any records related to payments received by City under any contract executed between the City and a third party referred to City by Contractor under this Agreement.

13. Limitations on Actions and Special Proceedings. No action or special proceeding shall lie or be prosecuted or maintained against either party upon any claims arising out of or in connection with this Agreement unless such action or special proceeding against either party is commenced within the earlier of (i) two (2) years of the first to occur of (A) final payment under or the termination of this Agreement, or (B) the accrual of the cause of action.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor agent or subcontractor to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the City.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Clark County, State of Nevada and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the laws of the State of Nevada, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a City employee or Contractor employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the City, to the attention of the City Representative at the address specified above for the City, and (ii) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy.

(a) Every provision required by law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or

unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Press Release. Within thirty (30) days after full execution of this Agreement, Contractor, with the prior written approval of City, may issue a formal press release relating to the entry and general terms of the Agreement.

21. Intellectual Property. The Contractor may use the City's trademarks, trade names, trade dress and copyrights in order to effectuate the purposes of this Agreement subject to the City's prior approval of each use.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) **Approval and Execution.** The City shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person or entity unless (i) all City approvals have been obtained, including, if required, approval by the City Council, and (ii) this Agreement has been duly executed by the Mayor and attested by the City Clerk of the City.

(b) **Availability of Funds.** The City shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person or entity beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the City from the state and/or federal governments.

23. Limitations of Liability. Notwithstanding any other provision of this Agreement:

(a) Neither party shall be liable for any special, indirect, incidental or consequential damages (including but not limited to any such damages arising from breach of contract or warranty or from negligence or strict liability), or for, loss of use, lost business, lost or lost profits, arising out of or in connection with this agreement; and

(b) the maximum aggregate liability of either party under this agreement shall be limited to direct damages that do not exceed the value of the service provided hereunder.

(a) Neither party shall be liable for any special, indirect, incidental or consequential damages (including but not limited to any such damages arising from breach of contract or warranty or from negligence or strict liability), or for, loss of use, lost business, lost or lost profits, arising out of or in connection with this agreement; and

(b) the maximum aggregate liability of either party under this agreement shall be limited to direct damages that do not exceed the value of the service provided hereunder.

24. Survival. The provisions of sections 8, 12, 13, 15, 17-19, and 23, along with any undisputed and unpaid payment obligations of the parties shall survive the termination of this Agreement.

25. Force Majeure. Each party will promptly notify the other upon becoming aware that a *Force Majeure* Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder. Subject to the foregoing, neither party will be liable for any delay resulting from a *Force Majeure* Event and relevant performance dates will be extended to the extent of any such delay. For purposes hereof, "Force Majeure Event" means, with respect to either party, any strike or other labor dispute, riot, war, act of terrorism, any natural disaster, fire, explosion, act of government or governmental agency or instrumentality, or other contingency beyond the reasonable control of either party, which in any such case interferes with, or prevents, the fulfillment by such party of its obligations hereunder.

26. Warranty Disclaimer. Except as expressly set forth in this Agreement, Contractors services and products are delivered "As Is," without any express or implied warranty of any kind. To the fullest extent of the law, Contractor expressly disclaims any and all warranties of any kind, including, without limitations, any warranties implied or provided by law such as warranties of fitness for a particular purpose or merchantability.

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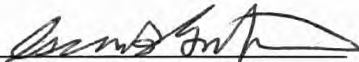
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27. **Disclosure of Principals.** Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Contractor warrants that it has disclosed, on the form attached hereto as Exhibit "A", all principals, including, partners of Contractor,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

WITNESS WHEREOF, the Contractor and the City have executed this Agreement as of the date first above written.

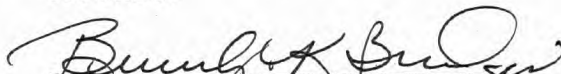
CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

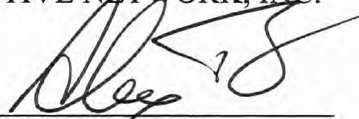
Approved as to form:

By:  5/23/07
Date

ATTEST:

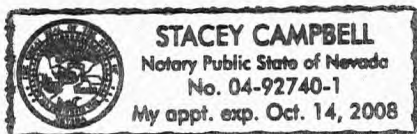

Beverly K. Bridges, ~~Acting~~ City Clerk

THE ACTIVE NETWORK, INC.

By: 
Title: Sr. Vice President

STATE OF NEVADA)
)ss.:
CITY OF CLARK)

On the 6TH day of JUNE in the year 2007, before me personally came Oscar B. Goodman, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the City of Las Vegas; that he or she is the Mayor of the City of Las Vegas, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



Stacey L Campbell
Notary Public in and for said County
and State

STATE OF _____)
)ss.:
CITY OF _____)

On the ____ day of _____ in the year 2007 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the City of _____; that he or she is the City Executive of the City of _____, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section ____ of the City Government Law of _____.

Notary Public in and for said County
and State

Exhibit "A"

Disclosure of Principals

The principals and partners of The Active Network, Inc. and all persons and entities holding more than 1% interest in The Active Network, Inc. or any principal of The Active Network, Inc. are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1 Canaan Partners	285 Riverside Avenue, Suite 250, Westport, CT 06880	203-855-0400
2 ABS Ventures	890 Winter Street, Suite 225, Waltham, MA 02451	781-250-0400
3 ESPN, Inc.	ESPN Plaza, 935 Middle St, Bristol, CT 06010	860-766-2000
4 Austin Ventures	300 West 6th Street, Suite 2300, Austin, Texas 78701-3902	512-485-1900
5 TicketMaster/IAC	555 West 18th Street, New York, NY 10011	212-314-7300
6 Liberty Mutual	175 Berkeley Street, Boston, Massachusetts 02116	617-357-9500
7 North Bridge Venture Partners	950 Winter St, Suite 4600, Waltham, MA 02451	781-290-0004
8 Enterprise Partners Venture Capital	2223 Avenida de la Playa, Ste. 300, La Jolla, California 92037	858-731-0300
9 Charles River Ventures	1000 Winter Street, Waltham, MA 02451	781-768-6000
10 Interactive Minds	135 Main Street, Suite 1350, San Francisco, CA 94105	415-547-0000
11 Kettle Partners	350 W Hubbard, Suite 350, Chicago, IL, 60610	312-329-9300
12 Dave Alberga	10182 Telesis Ct, Suite 300, San Diego, CA 92121	888-543-7223
13 Matt Landa	10182 Telesis Ct, Suite 300, San Diego, CA 92121	888-543-7223
14 Jon Belmonte	10182 Telesis Ct, Suite 300, San Diego, CA 92121	888-543-7223
15 Norman Dowling	10182 Telesis Ct, Suite 300, San Diego, CA 92121	888-543-7223
16 Kourosh Vossoughi	10182 Telesis Ct, Suite 300, San Diego, CA 92121	888-543-7223

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

The Active Network, Inc.

By: [Signature]

Its: ATG

Subscribed and sworn to before me this

23rd day of May, 2007.

Anusheh M. Chavez
Notary Public



City of Las Vegas

Market Based Revenue Opportunity Program



Active Marketing Partnerships

A Division of The Active Network, Inc.

The Active Network

Founded in 1998, The Active Network (ACTIVE) is a leading provider of application and marketing services for the participatory activities and non-profit sectors.

In 2005 Public Enterprise Group Inc. merged with ACTIVE, creating a company that specializes in municipal marketing, sponsorships, promotions, special events, and technology solutions. There are now two divisions within ACTIVE that work as a team to provide municipalities with revenue opportunities.

The Goal

To raise revenue through *appropriate* marketing sponsorship/partnership programs

We understand...

- The need for sensitivity to community values
- There are policy considerations
- We acknowledge constraints – for example, existing contracts

Philosophy of a Sponsorship

Our Philosophy: develop long-term partnerships that meet the needs of clients and sponsors:

- Enhance the quality and perception of the City
- Improve the City's image while generating new City revenues

What is a Corporate Sponsorship & Marketing Program?

- A well thought-out sponsorship and marketing program is designed to produce revenues that enhance the quality of life of the community while ensuring sensitivity to community values
- A program that brings non-traditional revenue streams into City coffers without “selling out the City”

Active Marketing Partnerships

Asset Analysis

- Meet with departmental representatives and designated Staff
- Gather and review current contracts and related policies and procedures
- Conduct a creative "Blue Sky" session with key Staffers to gather unique revenue generating ideas specific to their respective departments
- Site Visitation/Inventory Assets: AMP staff inspects and evaluate facilities in search of assets offering promising marketing opportunities

Active Marketing Partnerships

Develop Strategic Marketing Plan

- Create a Strategic Marketing Plan
- Develop and prioritize sponsorship categories
- Define category specific policies and procedures
- Develop prospective sponsorship target lists for each category of interest

Active Marketing Partnerships

Packaging Top Prospects

- Develop top sponsorship category specific packages
- Develop customized RFPs for each category
- Develop sales and marketing collateral materials
- Presentation to Staff of category packages, RFP forms, and collateral materials

Active Marketing Partnerships

Solicitation of Sponsorships & Partnerships

- Present marketing packages to priority prospects at national, regional and local levels
- Educate key prospects regarding the opportunity
- Conduct site visitations with each qualified prospect
- Manage the RFP process

Active Marketing Partnerships

Negotiation, selection, and final contract

- Promote high bids through continuous communication with prospects
- Meet with Staff to evaluate prospect offers
- Organize negotiation meetings
- Advise Staff throughout the selection process
- Work with Staff Legal Department to develop Corporate Sponsorship or Partnership Contract

Active Marketing Partnerships

Implementation of Programs

- Manage roll-out
- Develop a communication structure between Client and vendor
- Develop a process to review performance
- Ongoing customer service to ensure both parties continue to benefit from sponsor relationship

The Process

PHASE I			PHASE II		
•Meet key personnel •Blue Sky Session •Review current contracts, policies, procedures •Site visitations/ audit assets	•Create a Strategic Marketing Plan •Prioritize categories •Define Policy and Procedure •Develop Sponsor Target List for top categories	•With staff approval develop marketing packages •Develop custom RFP if needed •Develop sales and collateral materials •Final Staff Approval	•Present packages to prospects •Educate key prospects •Conduct site tours with key prospects •Manage RFP/Bid process	•Promote high bids •Meet staff to evaluate offers •Manage negotiation meetings •Advise Staff •Selection of Partner •Final Contracts	•Manage Roll-out •Develop Communication Structure •Develop Review Process •Ongoing Customer Service

Our Distinctions

We know counties, cities and states

Our team offers:

Leadership: the first city-wide beverage deal in 1999

Full service: Audits, plan development, sponsor relationships, and downstream revenue additions

Efficiency: We produce important revenue

More experience: 38 clients served

Proven Relevant Track Record: We've added Millions of dollars in revenues for cities and counties throughout the country

Biggest Deal: \$18.4 Million for NYC's HHC is still the biggest *contractual guarantee* to a city

The Active Network

Our City of Huntington Beach Partnership with Coke received important national exposure. We then applied our unique municipal marketing methods to **Major Cities, Counties, States, Health Care Systems, Not for Profits, and School Systems.**

The New York Times

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MONDAY, NOVEMBER 29, 1999

Now, Brought to You by Coke (or Pepsi): Your City Hall

By VERNE G. KOPYTOFF

HUNTINGTON BEACH, Calif. — Beachgoers who become thirsty while strolling on this surfing town's beach had better like Coke. Every vending machine on and around the beach offers only Coca-Cola beverages.

The selection is just as limited in the city's parks and civic center. As a result of the city's decision to use municipal property here, there is no evidence that Pepsi, Coke's competitor, even exists.

In an effort to raise money, Huntington Beach in February sold Coca-Cola exclusive rights to soft drink vending machines on city property.

California submitted proposals. The city council eventually approved Coca-Cola's proposal, which offered \$300,000 a year in cash and \$300,000 a year for in-kind maintenance.

In exchange for the money, Coca-Cola got exclusive access to sell its soft drinks, bottled water and juices on three miles of city beach, 60 parks and handful of city buildings. The company can install up to 180 vending machines on city property and use Huntington Beach's Surf City logo in its advertising.

Peter Green, the mayor, who prefers to drink tea rather than soft drinks, applauded the move.

pany's emblem."

Sanctioning a company also raises fears of price gouging. Mr. Court said that eliminating competition on city property could allow soft-drink companies to raise prices.

Whether prices in Huntington Beach have increased since Coca-Cola eliminated its competition is unclear. For a 20-ounce Coke, the company charges \$1.50 at the beach and \$1 at City Hall.

Bob Phillips, spokesman for Coca-Cola Bottling of Southern California, based in Los Angeles, said the

or without competition and do not have exclusive access to the hundreds of restaurants on city property.

"People have to remember that city property is only a very small portion of the total land mass of a municipality," Mr. Phillips said. "Yes, at this park, there may be a machine that carries our product. But you can walk across the street and buy Pepsi from someone else."

How much extra money the city is making is not clear.

Active Network Highlights

- Active was just named one of the top 15 agencies in PROMO magazine's 'PROMO 100.'
- Active ranked higher than agencies with much greater revenues and longer operating histories, due to its innovative programs and strong growth.
- Ongoing relationships with satisfied clients, combined with acceptance of creative programs by new clients, have resulted in a quadrupling of Active's revenue over the past two years.
- Successful relationships with hundreds of corporate brands across the nation

ACTIVE's Resources

- Promotions as a specialty
- Peer-to-Peer Marketing
- Brand Sampling
- Marketing Research
- On-line Advertising
- Field/Mobile Marketing
- Licensing
- Public Relations
- Database Marketing (Web-based/direct mail/e-mail)
- Co-Marketing/Partnership Marketing



recware



active.com



active NETWORK

The Active Network

Who We've Worked With



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding the Real Property Purchase and Sale Agreement with Shahram Salehi, Mehrshid Malakouti, and American Property Investment, LLC, for real property generally located at 310 N. 7th Street and 314 N. 7th Street (APNs 139-34-512-100 and 139-34-512-099) (\$1,193,570 - City Facilities Capital Projects Fund) - Ward 5 (Williams)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$1,193,570

Funding Source: City Facilities Capital Projects Fund

Dept./Division: Office of Business Development

PURPOSE/BACKGROUND:

The acquisition of this property is part of the ongoing land assemblage located directly east of City Hall. This is a willing seller/willing buyer transaction. The Site consists of +/- .32 acres identified as APNs 139-34-512-100 and 139-34-512-099 or commonly known as 310 N. 7th Street and 314 N. 7th Street, respectively. The sales price is based on a price of \$85 per square foot.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

Real Property Purchase and Sale Agreement

Motion made by BRENDA J. WILLIAMS to Approve

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

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

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, went over the Subject and Purpose/Background sections. The property is for the arena. He recommended approval, as the property is a good investment that the City could easily dispose of, should it not be used for the event center.

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, entered into this 6th day of June, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and SHAHRAM SALEHI, a single man, MEHRSHID MALAKOUTI, a single woman, and AMERICAN PROPERTY INVESTMENT, LLC, a California Limited Liability Company (collectively hereinafter the "Sellers"):

WITNESSETH:

WHEREAS, the Sellers owns certain real property located on the eastside of 7th Street just north of Stewart Avenue, commonly known as 310 and 314 N 7th Street also identified as APN: 139-34-512-099 and 139-34-512-100 (hereinafter the "Site"); and

WHEREAS, the Sellers desires to sell to the City and the City desires to purchase the Site from the Sellers, and

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions of the purchase and sale of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms by which the City shall purchase the Site from Sellers as hereinafter described.

2. THE SITE

The Site consists of 0.3224 acres, identified with APN: 139-34-512-099 and 139-34-512-100, and is generally depicted in **Exhibit A** and described in **Exhibit B**, both of which are attached hereto and incorporated herein by this reference. The Site consists of improved land and residential units to which the utilities, infrastructure and all off-site improvements (excluding sidewalks and driveways) are available.

3. GENERAL SCOPE OF ACQUISITION

By executing this Agreement, the Sellers agree to sell and the City agrees to purchase the Site as described in Section 2 above.

4. ACQUISITION OF SITE

The Purchase Price for the Site is One Million and One Hundred and Ninety-Three Thousand and Five Hundred and Seventy Dollars (\$1,193,570.00) (hereinafter "Purchase Price"). The entire Purchase Price for the Site is due and payable at the close of escrow as described in Section 8 below.

5. GENERAL REPRESENTATIONS

The City and the Sellers each represent and warrant that:

a. This Agreement and all agreements, instruments and documents herein provided to be executed are duly executed and binding on the parties;

b. The execution, consent or acknowledgment of no other party is necessary to effect the obligations of the City or the Sellers as provided in this Agreement;

c. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement.

6. EARNEST MONEY DEPOSIT

Immediately upon its execution of this Agreement, the City shall deliver to the Escrow Agent (as defined in Section 8 below) a deposit (the "Earnest Money Deposit") in the amount of Five Thousand Dollars (\$5,000.00).

Upon fulfillment of all conditions necessary to enable escrow to close with respect to the Site, the Earnest Money Deposit shall be applied toward the Purchase Price for the Site.

7. ACQUISITION AND CONVEYANCE

In accordance with and subject to all the terms, covenants and conditions of this Agreement, the Sellers agree to convey to the City the Site in accordance with this Agreement. Except as otherwise specifically provided, the City shall pay all closing and escrow costs related to the conveyance of the Site to the City, including title insurance premium, title company and closing costs.

8. ESCROW

The parties agree to open an escrow with Nevada Title Commercial Division, (the "Title Company"), 2500 N. Buffalo Suite 150, Las Vegas Nevada with Kristin Ravelo, (702) 251-5106 as escrow agent (the "Escrow Agent"), immediately after the effective date of this Agreement. This Agreement constitutes the joint escrow instructions of the City and the Sellers,

and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The City and the Sellers shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Unless otherwise specified in any supplemental escrow instructions, the terms of this Agreement shall prevail in the case of any conflict between this Agreement and such instructions. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Agreement relating to Escrow Agent in writing, delivered to the City and to the Sellers upon the opening of the escrow, shall carry out its duties as Escrow Agent hereunder. For purposes of opening and closing escrow, amending any terms of the Agreement other than the Purchase Price, executing any documents other than deeds, the City's Director of the Office of Business Development, Scott Adams or his written designee, is authorized to represent the City in this matter.

The Sellers shall timely and properly execute, acknowledge and deliver to the Escrow Agent the Grant, Bargain & Sale deed conveying title to the Site in accordance with this Agreement in the form attached hereto as **Exhibit C**.

Upon delivery of the deed to the Escrow Agent by the Sellers and upon delivery by the City of the Purchase Price pursuant to this Agreement, the Escrow Agent shall record such deed when title can be vested and title insurance as required by Section 14 hereof can be provided in accordance with the terms and provisions of this Agreement. The Escrow Agent shall confirm that the City is exempt from paying any transfer tax with respect to the acquisition of the Property.

The Escrow Agent is authorized and instructed to:

a. As soon as possible following opening of escrow, provide a preliminary title report ("PTR") for the Site. Thereafter, the City shall have 20 (twenty) days from receipt thereof in which to accept, reject or request modification of the PTR. Failure to object to the PTR within 20 (twenty) days after delivery shall be deemed to represent the City's approval of the PTR. The exceptions to title accepted by the City shall be deemed the "Permitted Exceptions" with respect to the Site. Upon any objection by the City to any exception in the PTR, Escrow Agent, with the total cooperation of Sellers, shall determine what action is necessary to satisfy and cancel such exception. Upon any such objection, Sellers shall provide Escrow Agent and City with any and all information and documents related to the exception, contact information for any party involved in the exception, and any documents or information requested by Escrow Agent with respect to the exception. At its sole cost and expense, Sellers shall also take any action requested by Escrow Agent to provide title to the City in the condition of Section 10 herein.

b. Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Agreement and related solely to the acquisition and transfer of the Site. Before such payments are made, the Escrow Agent shall notify the City and the Sellers of the fees, charges and costs necessary to clear title and close the escrow.

c. Disburse funds and deliver the deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and the Sellers;

d. Obtain and charge the City the cost of a title insurance policy insuring title to the Site in conformance with the requirements of Section 14 of this Agreement. The additional cost of an ALTA survey policy if desired by the City shall be borne entirely by the City.

e. Record any instruments delivered through this escrow, if necessary or proper, to vest title in accordance with the terms and provisions of this Agreement.

f. Prior to closing determine and confirm the complete and accurate history and chain of ownership, management and control of the Site in order to guarantee authority of Sellers to convey clear title to the Site to City pursuant to the terms of this Agreement. Any costs incurred by Escrow Agent in determining and establishing such authority shall be borne solely by Sellers. Sellers shall cooperate with Escrow Agent in providing copies of any documents necessary to establish such matters.

If this escrow is not in condition to close before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither the City nor the Sellers shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return shall be recognized until 10 (ten) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the 10 (ten) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both the City and the Sellers or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section shall be construed to impair or affect the rights or obligations of the City or the Sellers to specific performance.

Any amendment of these escrow instructions shall be in writing and signed by both the City and the Sellers. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City or the Sellers shall be directed to the addresses and in the manner established in this Agreement for notices, demands and communications between the City and the Sellers.

9. **CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION**

Provided that the parties are not in material default under this Agreement and all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance of title to the Site shall be completed on or prior to **July 16, 2007**. The City and the Sellers agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper, in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and to do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement. Notwithstanding the above, neither party shall record any memorandum of this Agreement, or this Agreement, in the records of the County Recorder, Clark County, Nevada.

10. **FORM OF DEED**

The Sellers shall convey to the City or to its nominee fee simple title to the Site in the condition provided in Section 11 of this Agreement by a grant, bargain and sale deed in a form that is consistent with **Exhibit C** to this Agreement.

11. **CONDITION OF TITLE**

The Sellers shall convey title to the Site free and clear of all recorded liens, encumbrances, restrictions, conditions, assessments, taxes, and other defects, other than those acceptable to the City.

12. **CONDITIONS PRECEDENT TO CLOSE OF ESCROW**

In order for escrow to close with respect to the Site, Sellers must have delivered to the Escrow Agent the appropriate deed and the City must have deposited with the Escrow Agent the Purchase Price. The City must also have approved the Permitted Exceptions to title.

13. **CLOSE OF ESCROW**

Upon the fulfillment of the conditions described in Section 12, the Escrow Agent shall file the deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the City a title insurance policy insuring title in conformity with Section 14 of the Agreement. The recordation of the deed shall constitute the close of escrow.

14. TITLE INSURANCE

Concurrently with recordation of the deed, the Title Company shall provide and deliver to the City a ALTA insurance policy issued by the Title Company insuring that the title to the Site conveyed to the City is vested in the condition required by Section 11 of this Agreement.

15. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

The Sellers shall be responsible for the payment of all real estate taxes and assessments assessed and levied, if any, on the Site for any period of time prior to conveyance of title thereto, and for any recapture taxes for any period of time prior to close of escrow. The City will not pay transfer taxes. Prior to conveyance of title, the Sellers shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien, and shall be responsible for the removal of any and all liens currently recorded against the Site.

16. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any person except that of the City.

17. INSPECTION BY THE CITY

Commencing with the first date set forth above and extending until 5 (five) days prior to the close of escrow (the "Inspection Period"), the City and its representatives shall have the right to enter upon and inspect the Site at all reasonable times for the purpose of conducting such boundary and topographical surveys, and surface and building condition assessments as the City may reasonably require, but such surveys, tests and assessments shall not damage the Site. The City shall indemnify, defend and hold the Sellers harmless for any personal injury, death or Site damage, including costs and attorney's fees, arising out of any activity by the City, or its agents, employees or contractors pursuant to this Section. The City shall have access to all data and information on the Site available to the Sellers, but without warranty or representation by Sellers as to the completeness, correctness or validity of such data and information.

Any entry upon and inspection of the Site by the City prior to conveyance of title thereto shall be done only after written consent of the Sellers (which consent shall not be unreasonably withheld) and at the sole expense of the City. Copies of all data, surveys, tests, remediation, agreements, obtained or made by Sellers on the Site shall be delivered to the City.

Notwithstanding any other provision of this Agreement, the City shall have the right to terminate this Agreement prior to expiration of the Inspection Period, if inspection of the Site reveals soil or similar conditions that, in the City's reasonable judgment, make development impossible or impractical. Upon its exercise of said right to terminate, the City shall be entitled to the return of the Earnest Money Deposit.

18. ASSIGNMENT

This Agreement may be assigned by the City if deemed necessary at the City's sole discretion.

19. TIME OF ESSENCE

Time is of the essence of this Agreement and every obligation hereunder.

20. DEFAULT AND REMEDY

In the event conveyance of Site to the City does not occur solely as a result of Sellers' breach of its obligations under this Agreement, and if the City has given Sellers written notice of the alleged default and a reasonable period to cure that default, but not less than twenty (20) days, the City shall be entitled to terminate this Agreement, and either seek the refund of the Earnest Money Deposit, or alternatively, pursue specific performance as its sole and exclusive remedies, excluding any claim for punitive or consequential damages or lost profits.

21. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement. Sellers shall not assign this Agreement or any rights hereunder without the prior written consent of the City.

22. NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to the Sellers for any default or breach by the City, for any amount which may become due to the Sellers or for any obligation of the City under the terms of this Agreement.

23. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between the City and the Sellers shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City and the Sellers as set forth in this Section 23. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the City:

City of Las Vegas Office of Business Development
Attn: Scott D Adams, Director
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

If to the Sellers:

Shahram Salehi
5107 Carmel Knoll Drive
San Diego, CA 92130
Los Angeles, CA 90024-6026

Mehrshid Malakouti
1510 Thayer Avenue
Los Angeles, CA 90024-6026

American Property Investment, LLC
Attn: Mashiah Golbary, Manager
550 S. Hill Street, Suite 855
Los Angeles, CA 90013-1002

24. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement comprises **pages 1 through 11**, inclusive, and Exhibits A, B, C and D, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Sellers and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of the City and the Sellers.

25. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

26. **GOVERNING LAW**

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

27. **CAPTIONS**

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

28. **DISCLOSURE OF PRINCIPALS**

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Sellers warrant that they have disclosed, on the form attached hereto as **Exhibit D**, all principals, including partners of Sellers as well as all persons and entities holding more than a 1% interest in American Property Investment, LLC. Throughout the term hereof, Sellers shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

29. **EFFECTIVE DATE OF THE AGREEMENT**

This agreement shall not become effective until the following conditions have been satisfied:

- a. The City Council approves the execution of this Agreement; and
- b. An authorized representative of the City has signed this Agreement; and
- c. Sellers have signed this Agreement.

30. **TIME FOR ACCEPTANCE OF AGREEMENT BY CITY**

This Agreement, when executed by the Sellers and delivered to the City, must be approved by the City, executed and delivered by the City by **June 13, 2007**, or this Agreement shall be void, except to the extent that the Sellers shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. Sellers may execute this Agreement by signing and acknowledging the Agreement, and submitting it to the City via facsimile transmission, with the original signed and acknowledged original to follow by express mail and delivered to the City by **May 9, 2007**. By executing this Agreement and submitting it to the City, the Sellers are making an irrevocable offer to enter into this Agreement, which offer shall continue for the periods of time specified herein. The effective date of this Agreement shall be the date when this Agreement has been signed by the City. The parties and Escrow Agent shall use reasonable good faith efforts to accomplish the close of escrow as soon as commercially reasonable following the completion of all matters necessary to close escrow hereunder, but regardless of the above, **close of escrow shall occur not later than July 16, 2007**.

31. COUNTERPARTS

This agreement maybe signed in any number of counterparts, each of which shall be deemed to an original and all of which together shall be deemed to be one and the same agreement.

32. BROKER REPRESENTATION

If in the event that Sellers choose to use representation in this transaction, any commission is solely Sellers' responsibility.

Date of City Council Approval:

June 6, 2007

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BEVERLY K. BRIDGES, CMC Acting City Clerk

Approved as to form:

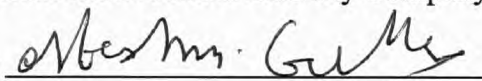
Thomas R. Green 4/26/07
Deputy City Attorney Date

SELLERS


SHAHRAM SALEHI


MEHRSHID MALAKOUTI

AMERICAN PROPERTY INVESTMENT, LLC
a California Limited Liability Company

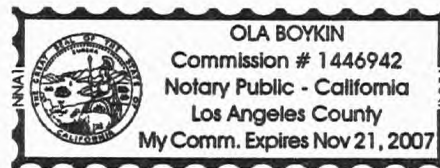
By:  22
Mashiah Golbary
Its: Manager

ACKNOWLEDGMENTS

STATE OF California
COUNTY OF Los Angeles SS.

On this 3rd day of May, 2007, personally appeared before me, OLA BOYKIN, the undersigned, a Notary Public in and for the County of Los Angeles, State of California, SHAHRAM SALEHI, a single man and MEHRSHID MALAKOUTI, a single woman, who acknowledged that ~~they~~ she executed the above instrument.

OLA Boykin
NOTARY PUBLIC, in and for said
County and State



STATE OF CALIFORNIA
COUNTY OF Los Angeles SS.

On this 2 day of MAY, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Los Angeles, State of CALIFORNIA, MASHIAH GOLBARY, Manager of AMERICAN PROPERTY INVESTMENT, LLC, a California Limited Liability Company, who acknowledged that they executed the above instrument.

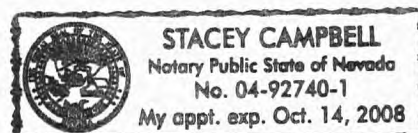
MASHIAH GOLBARY
NOTARY PUBLIC, in and for said
County and State



STATE OF NEVADA
COUNTY OF CLARK SS.

On this 11^{PM} day of June, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

Stacey Campbell
NOTARY PUBLIC, in and for said
County and State



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Diego

} ss.

On May 8, 2007, before me, FLORA U. TORREON, NOTARY PUBLIC

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

SHAHRAM SALEHI

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is~~ ~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.



619-234-3511

WITNESS my hand and official seal.

Flora U. Torreon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



Exhibit A

Legend



Shahram Salehi et al.

04/24/07



EXHIBIT "B"
LEGAL DESCRIPTION

**LOTS FIVE (5) AND SIX (6) IN BLOCK TEN (10) OF BUCK'S SUBDIVISION
OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF
PLATS, PAGE 15, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK
COUNTY, NEVADA.**

EXHIBIT "C"

APN: 139-34-512-099

139-34-512-100

RPTT: _____

Recording Requested by:

City of Las Vegas, Office of Business Development

400 Stewart, 2nd Floor

Las Vegas, NV 89101

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, SHAHRAM SALEHI, a single man, MEHRSHID MALAKOUTI, a single woman, and AMERICAN PROPERTY INVESTMENT, LLC, a California Limited Liability Company, all as tenants in common (collectively herein the "Grantors"), hereby grant, bargain and sell to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "Grantee") all right, title, and interest in the real property (the "Property") described in Attachment "A" and incorporated herein by this reference, which Property is also known as APN: 139-34-512-099 and 139-34-512-100.

The Property is conveyed subject to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record.

IN WITNESS THEREOF, the Grantors and Grantee have caused this instrument to be executed this _____ day of _____, 2007.

SALEHI SHAHRAM

MEHRSHID MALAKOUTI

By:

AMERICAN PROPERTY INVESTMENT, LLC
a California Limited Liability Company

Mashiah Golbary
Its: Manager

APN: 139-34-512-099
139-34-512-100

ACCEPTANCE:

The provisions of this Grant, Bargain, and Sale Deed are hereby approved and accepted.

CITY OF LAS VEGAS

ATTEST:

BEVERLY K. BRIDGES, CMC
Acting City Clerk

By: _____
OSCAR B. GOODMAN, Mayor

Approved as to form:

Deputy City Attorney Date

ACKNOWLEDGMENTS

STATE OF _____

ss.

COUNTY OF _____

On this _____ day of _____, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, SHAHRAM SALEHI, a single man who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

STATE OF _____

ss.

COUNTY OF _____

On this _____ day of _____, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, MEHRSHID MALAKOUTI, a single woman, who acknowledged that she executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

STATE OF _____

ss.

COUNTY OF _____

On this _____ day of _____, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, MASHIAH GOLBARY, Manager of AMERICAN PROPERTY INVESTMENT, LLC, a California Limited Liability Company, who acknowledged that they executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

STATE OF NEVADA

ss.

COUNTY OF CLARK

On this _____ day of _____, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

EXHIBIT "D"
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	Contracting Entity
Sharam Salahi, et al 8360 Clairemont Mesa Blvd. San Diego, CA 92111	
Name Sharam Salahi	
Address 8360 Clairemont Mesa Blvd	
Telephone 858-775-7477	
EIN or DUNS	

Block 2	Description:
Subject Matter of Contract/Agreement: 310-314 N 7th St, LAS VEGAS NV APN: 139-34-512-099 139-34-512-100	
RFP #:	N/A

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

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	SHARAM SALAH	8360 CLAIREMONT MESA BLVD SAN DIEGO CA 92111	858-775-7477
2.	MEHRSHID MALAKOUTI	1510 THAYER AVE LOS ANGELES, CA 90024	(310) 493-3143
3.	AMERICAN PROPERTY INV. LLC	550 S. HILL ST, SUITE 855 CA, CA 90013	213-268-9800
4.			
5.			
6.			
7.			
8.			

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	Contracting Entity
Sharam Salahi, et al 8360 Clairemont Mesa Blvd. San Diego, CA 92111	
Name Sharam Salahi	
Address 8360 Clairemont Mesa Blvd	
Telephone 858-775-7477	
EIN or DUNS	

Block 2	Description:
Subject Matter of Contract/Agreement: 310-314 N 7th St, LAS VEGAS NV APN: 139-34-512-099 139-34-512-100	
RFP #:	N/A

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

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	SHARAM SALAH	8360 CLAIREMONT MESA BLVD SAN DIEGO CA 92111	858-775-7477
2.	MEHRSHID MALAKOUTI	1510 THAYER AVE LOS ANGELES, CA 90024	(310) 493-3143
3.	AMERICAN PROPERTY INV. LLC	550 S. HILL ST, SUITE 855 LA, CA 90013	213-268-9800
4.			
5.			
6.			
7.			
8.			

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

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

M. Mehrshid Malakouti
MEHRSHID MALAKOUTI

Name

5-3-2007

Date

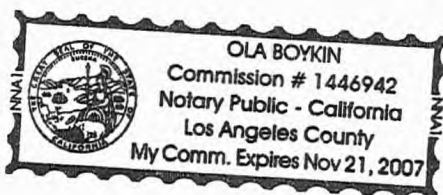
State of Nevada *California*
County of Clark *Los Angeles*

This instrument was acknowledged before me on

May 3, 2007 (date) by

Mehrshid Malakouti (name of person)

Ola Boykin
Notary Public



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

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

Name of Attached Document: _____

Date of Attached Document: _____ **Number of Pages:** _____

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

Mashiah Golbary

Name

5-4-07

Date

State of Nevada
County of Clark

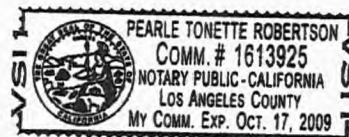
This instrument was acknowledged before me on

May 4, 2007 (date) by

Mashiah Golbary (name of person)

Pearle Tonette Robertson
Notary Public

proved to me on the basis of satisfactory
evidence to be the person who appeared
before me.

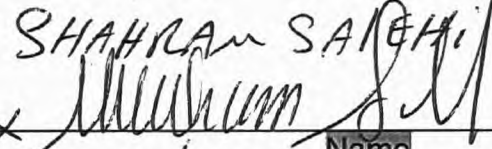


Block 5**Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____**Date of Attached Document:** _____**Number of Pages:** _____

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

SHAHRAH SAHEJI
x 

Name
8/MAY/07

Date

State of Nevada

County of Clark

This instrument was acknowledged before me on

_____ (date) by

_____ (name of person)

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego } ss.

On May 8, 2007, before me, FLORA U. TORREON, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared SHAHRAM SALEHI,
Name(s) of Signer(s)

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence



619-234-3511

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Flora U. Torreon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Temporary approval of a new 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 109 - SUP-19754] ADDITIONAL NOTE: The Applicant is requesting this item be held in abeyance to the June 20, 2007 City Council Meeting - Ward 3 (Reese)

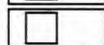
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary approval of a new Package License.

RECOMMENDATION:

Recommend approval with authority for the Director or Designee to issue a permanent license upon receipt of a favorable investigation report or extend the temporary license in the event the investigation is not completed during the temporary period and subject to the provisions of the planning and fire codes.

BACKUP DOCUMENTATION:

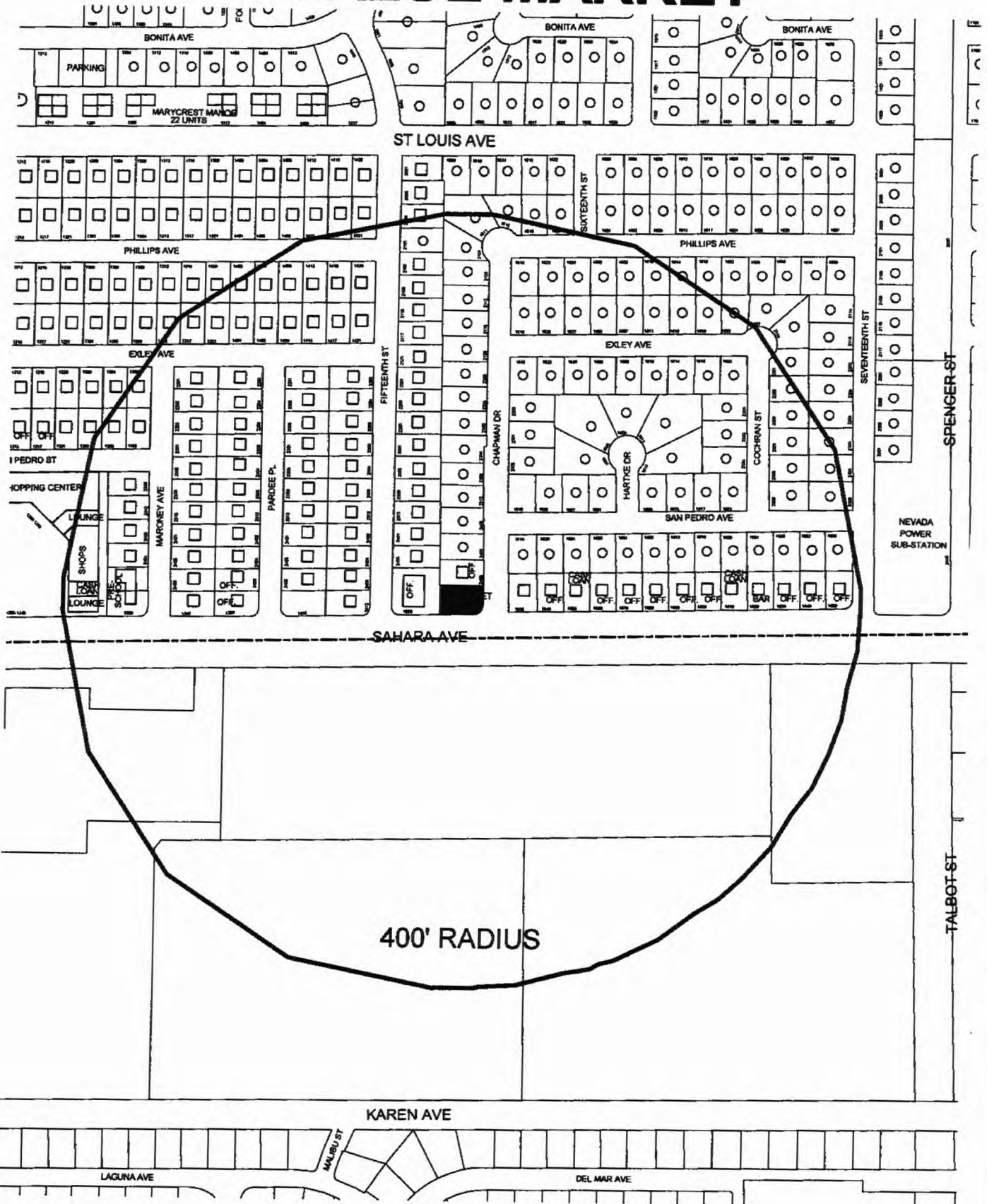
1. Map
2. Abeyance request by Attorney Steve T. Skivington

Motion made by GARY REESE to Hold in Abeyance Items 57, 101-102, 107-109, 112-113 and 138 to 6/20/2007; STRIKE Items 80 and 85-86; and WITHDRAW WITHOUT PREJUDICE Items 84 and 139

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)

VALUE MARKET



400' RADIUS

0 200 400 Feet



RECEIVED
CITY CLERK

2007 MAY 22 P 3:33

LAW OFFICE OF
STEVE T. SKIVINGTON
LICENSED TO PRACTICE LAW IN NV AND AZ

1016 OLIVE MILL LANE
LAS VEGAS, NV 89134

(702) 245-0115
STEVESKIVINGTON@MSN.COM
FAX-(702) 804-5321

Sent via facsimile (702) 382-4803

May 22, 2007

Beverly Bridges
Acting City Clerk
400 Stewart Avenue
Las Vegas, NV 89101

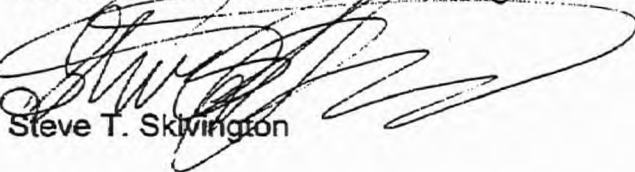
Re: Request for an Abeyance relative to Alcoholic Beverage-Package License
New, Nasir Kosa dba Value Market, 1510 East Sahara Avenue and
Special Use Permit 19754

Dear Ms. Bridges:

Please consider this letter as a second request for an Abeyance to the June 20, 2007 City Council Meeting of the above referenced matter. This request is necessary to allow the applicant and the undersigned attorney to meet with Councilman, Mayor Pro-Tem Gary Reese at the scheduled appointment on June 11, 2007. Please call me if you have questions.

Sincerely,

The Law Office of Steve T. Skivington



Steve T. Skivington

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - 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)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a Ninety Day Review of a Psychic Art and Science License.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve the license subject to the following conditions:

A. Rates must be conspicuously posted on a sign of at least 8 x 10 with letters no smaller than one inch.

B. If the licensee operates by donation or indirect method of payment, including discretionary remuneration, the signage shall also disclose it to the patron.

C. The rates published shall be the only rates charged.

D. A scheduled one-year review, or, if the Las Vegas Metropolitan Police Department (Metro) or the City determines a violation of the conditions has been committed or any other act committed by the licensee, would result in a disciplinary complaint against the licensee that Business Services would bring forward to the City Council for consideration of the complaint before the one-year review.

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

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

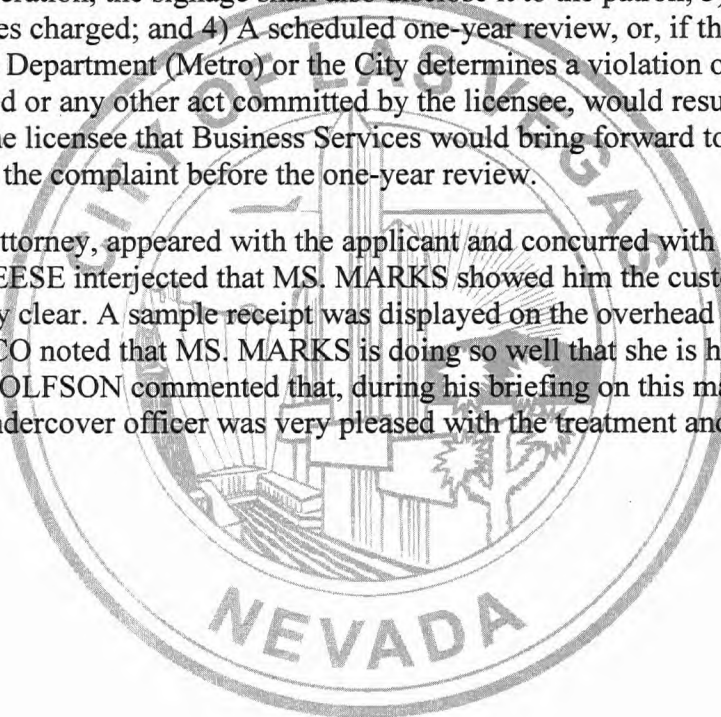
CITY COUNCIL MEETING OF: JUNE 6, 2007

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

Minutes:

JIM DiFIORE, Manager of Business Services, advised the Council that action would have to be taken, because, pursuant to Municipal Code, another extension could not be approved. He noted that the investigative report includes an area of concern. With all due respect to the Las Vegas Metropolitan Police Department (Metro), COUNCILMAN REESE stated that the reduced calls for service proves to him that the applicant is living up to her commitment to the Council. He asked MR. DiFIORE for his recommendation. MR. DiFIORE then outlined the conditions: 1) Rates must be conspicuously posted on a sign of at least 8 x 10 with letters no smaller than one inch; 2) If the licensee operates by donation or indirect method of payment, including discretionary remuneration, the signage shall also disclose it to the patron; 3) The rates published shall be the only rates charged; and 4) A scheduled one-year review, or, if the Las Vegas Metropolitan Police Department (Metro) or the City determines a violation of the conditions have been committed or any other act committed by the licensee, would result in a disciplinary complaint against the licensee that Business Services would bring forward to the City Council for consideration of the complaint before the one-year review.

VICKY GRECO, Attorney, appeared with the applicant and concurred with the conditions. COUNCILMAN REESE interjected that MS. MARKS showed him the customer receipts, which he indicated are very clear. A sample receipt was displayed on the overhead but not submitted. ATTORNEY GRECO noted that MS. MARKS is doing so well that she is hiring an employee. COUNCILMAN WOLFSON commented that, during his briefing on this matter, he was informed that the undercover officer was very pleased with the treatment and service he received.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. regulations, 7-Eleven of Nevada, Inc., dba 7-Eleven Store #13699J, 2409 Tam Drive, Marc E. Clough, Pres and Kimberly A. Reilley, Secy - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Approve the temporary license, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or extend the temporary in the event the police report is not completed within the six-month temporary period

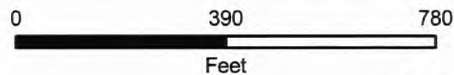
Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

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

Minutes:

JIM DiFIORE, Manager of Business Services, reported that the applicant, who was present, met the requirements to be considered for a temporary license. He suggested approval as recommended.

7 Eleven Food Store 13699J **2409 Tam Drive**



1



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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License, Nopporn Wandeevong and Passaporn Pansin, dba Bamboo Restaurant, 4941 West Craig Road, Nopporn Wandeevong and Passaporn Pansin, 100% jointly with spouse - Ward 6 (Ross)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

Motion made by STEVEN D. ROSS to Approve the temporary license, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or extend the temporary in the event the police report is not completed within the six-month temporary period

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

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

Minutes:

JIM DiFIORE, Manager of Business Services, indicated that the applicant, who was present, met the criteria to be considered for a temporary license. He suggested approval as recommended.

Bamboo Restaurant 4941 West Craig Rd.



Parcels outlined in red
are within 400 feet of
the proposed liquor use.

1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding a Six Month Review of a Package License, C.R.E.M. Corporation, Inc., dba Express Mart, 8251 West Charleston Boulevard, Cristobal Santos, Dir, Pres, Secy, Treas, 100% (NOTE: Item to be heard in the afternoon session in conjunction with Item 137 - RQR-21914) - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a Six Month Review of a Package License.

RECOMMENDATION:

Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:

None

Motion made by STEVE WOLFSON to Approve

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

Minutes:

See Item 137 for related discussion and backup.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Saved By The Grill, LLC, dba Famous Uncle Al's Hot Dogs & Grill, 6010 West Craig Road, Suite 110, Guy C. Shields and Catherine M. Shields, 100% jointly with spouse - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

Motion made by STEVEN D. ROSS to Approve the temporary license, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or extend the temporary in the event the police report is not completed within the six-month temporary period

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

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

Minutes:

JIM DiFIORE, Manager of Business Services, indicated that the applicant, who was present, met the criteria to be considered for a temporary license. He suggested approval as recommended.

CITY COUNCIL MEETING OF: JUNE 6, 2007

MR. SHIELDS commented that Famous Uncle Al's started in New York, now has over 18 locations in the East and Las Vegas will hopefully become the hub of the West.



Famous Uncle Al's Hot Dogs & Grill

6010 West Craig Road, #110



Parcels outlined in red
are within 400 feet of the
proposed liquor use.

1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Change of Ownership for a Tavern License, From: Scotch 80's Ltd., dba Squiggy's, To: Admistca, Inc., dba La Cabana Cantina, 530 South Martin L. King Boulevard, Adela Jacobs, Pres, Secy, 50% and William L. Jacobs, Treas, 50% - Ward 5 (Williams)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Change of Ownership for a Tavern License.

RECOMMENDATION:

Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:

Map

Motion made by BRENDA J. WILLIAMS to Approve a temporary license subject to the following conditions:

A. The last call to customers will be 1:00 a.m., with the business closing its doors for all patron use at 2:00 a.m. and opening at 8:00 a.m., seven days a week.

B. The La Cabana Cantina will provide/maintain adequate security for protection of patrons inside and outside the bar, limited to the parking area designated for La Cabana Cantina.

C. The license shall be reviewed in 90 days.

D. The owners will provide hands-on management.

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

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

CITY COUNCIL MEETING OF: JUNE 6, 2007

NOTE: MAYOR GOODMAN disclosed that he previously abstained on matters concerning Scotch 80's due to the involvement of Daniel Piper, who is no longer involved, instead of an objective test; therefore, the Mayor did not see any reason to continue abstaining. CITY ATTORNEY JERBIC agreed and opined that the Mayor's abstention was based on subjective reasons, and it would be appropriate for the Mayor to participate.

Minutes:

JIM DiFIORE, Manager of Business Services, and TONI WEEKS, Detective, Las Vegas Metropolitan Police Department (Metro), were present. MR. DiFIORE indicated that the confidential investigative report shows an area of concern.

The applicants were present. MR. JACOBS mentioned that a lot of improvements in security have been made, and he is excited about this business venture. He is also sponsoring a lot of community groups to help improve the image of the restaurant. In response to the Mayor's question as to how the restaurant would be connected to the bar that is part of Squiggy's, MR. JACOBS replied that a portion of the east wall would be demolished to install double doors, which will be closed during the day (9:00 a.m. to 9:00 p.m.) to comply with the non-smoking law. The doors will be open at night to allow more flow into the bar.

MR. DiFIORE outlined the recommended conditions: 1) The last call to customers will be 1:00 a.m., with the business closing its doors for all patron use at 2:00 a.m., seven days a week; 2) The La Cabana Cantina will provide/maintain adequate security for protection of patrons inside and outside the bar, limited to the parking area designated for La Cabana Cantina; and 3) The license shall be reviewed in six-months. MR. JACOB said he was hoping to be able to operate 24 hours, given the improvements and that no calls for service have been made. Also, the business is already suffering because of the 1:00 a.m. closure restriction. MR. DiFIORE stressed that this location has caused a lot of concerns; therefore, he would prefer to be prudent to monitor the transfer of ownership. MAYOR GOODMAN asked if three months would be sufficient time to make that evaluation, to which MR. DiFIORE replied that he would prefer a timeframe of 90 days. COUNCILWOMAN WILLIAMS indicated that she too would prefer a 90-day review, as well as a condition requiring hands-on management by the owners.

La Cabana Cantina
530 S. Martin Luther King Blvd.



0 740 1,480
Feet



Parcels outlined in red are
within 1,500 feet of the
proposed liquor license

1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License, Calderon Enterprise, Inc., dba Vega's Cafe, 7280 West Azure Drive, Suite 150, Celia V. Calderon, Pres, 37.5%, Ernest V. Calderon, Treas, 37.5%, and Juan C. Malagon, Secy, 25% - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

Motion made by STEVEN D. ROSS to Approve a temporary license, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or extend the temporary in the event the police report is not completed within the six-month temporary period

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

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

Minutes:

JIM DiIIORE, Manager of Business Services, stated that the applicants met the criteria to be considered for a temporary license. He suggested approval as recommended.

ERNEST CALDERON requested approval and gave a brief history of the family-owned mexican restaurant.

Vega's Cafe
7280 W. Azure Drive Ste. 150



Parcels outlined in red are
within 400 feet of proposed
liquor license location parcel.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Tavern License, WPC Holding, LLC, dba Wolfgang Puck Catering, 333 South Valley View Boulevard, Carl H. Schuster, Mgr, Barbara E. Lazaroff, Mgr, and Wolfgang J. Puck, Mgr - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Tavern License.

RECOMMENDATION:

Recommend approval of the temporary license to run consistent with the special use permit conditions approved by the City Council on May 16, 2007.

BACKUP DOCUMENTATION:

Map

Motion made by LOIS TARKANIAN to Approve a temporary license subject to the following conditions:

- A. The hours of operation shall be limited to 10:00 a.m. to 10:00 p.m.
- B. Alcohol sales shall be conducted only in conjunction with food service.
- C. The temporary license shall be for a maximum period of 120 days.

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

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

Minutes:

JIM DiIIORE, Manager of Business Services, stated that the applicant met the criteria to be considered for temporary approval. He suggested approval, with the same conditions, which he outlined, imposed on the Special Use Permit: 1) The hours of operation shall be limited to 10:00

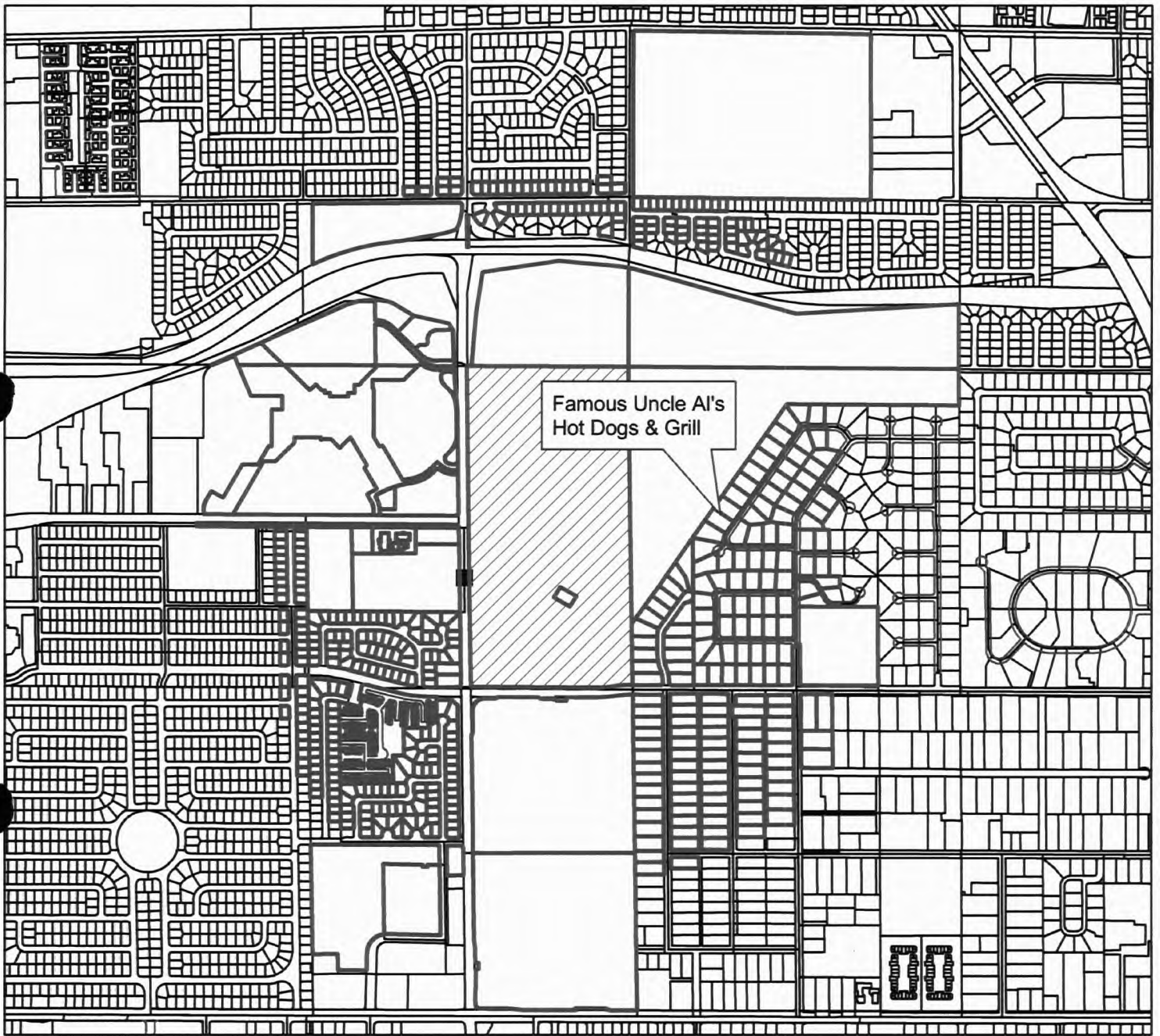
CITY COUNCIL MEETING OF: JUNE 6, 2007

a.m. to 10:00 p.m.; 2) Alcohol sales shall be conducted only in conjunction with food service; and 3) The temporary license shall be for a maximum period of 120 days.

WILLIAM URG, Attorney, Jolley, Urg, Worthwood, Berry and Standish, appeared on behalf of Wolfgang Puck Catering and requested approval. He stated the owner hopes to be able to resolve some of the outstanding issues within 120 days, so that proper banquet facilities can be offered. COUNCILWOMAN TARKANIAN emphasized that this license is temporary, pending a text amendment that will put this business in the desired supperclub/restaurant category. She mentioned that she enjoyed the peek preview; the food was delicious.



**Wolfgang Puck Catering
333 South Valley View Blvd.**



Famous Uncle Al's
Hot Dogs & Grill

0 1,250 2,500
Feet



Parcels outlined in red
are within 1,500 feet of
the proposed liquor use.

1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Psychic Art and Science License, Janet Myers, dba Janet Myers, 425 Fremont Street, Janet L. Myers, 100% - Ward 3 (Reese)

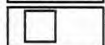
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Psychic Art and Science License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Approve a temporary license subject to the following conditions:

A. Rates must be conspicuously posted on a sign of at least 8 x 10 with letters no smaller than one inch.

B. If the licensee operates by donation or indirect method of payment, including discretionary remuneration, the signage shall also disclose it to the patron.

C. The rates published shall be the only rates charged.

D. The temporary license shall be reviewed in six months.

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

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

CITY COUNCIL MEETING OF: JUNE 6, 2007

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

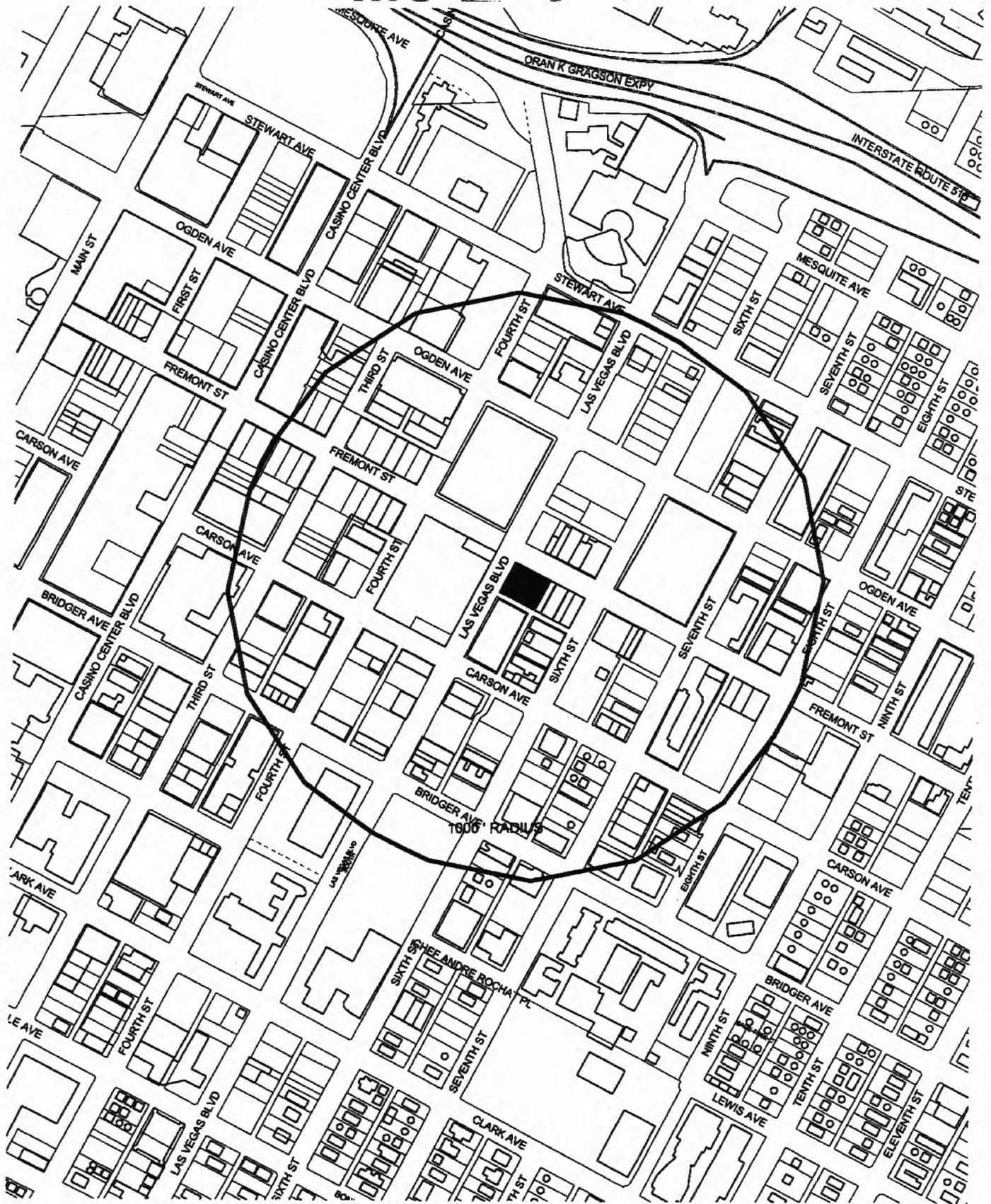
Minutes:

JIM DiFIORE, Manager of Business Services, indicated that the applicant, who was present, met the criteria to be considered for a temporary license. He suggested approval, subject to the conditions imposed on Item 58 of this agenda regarding the rates.

MS. MYERS confirmed for the Mayor that she was present during the matter concerning LORRAINE MARKS, her employer, and agreed to all the conditions.



JANET MYERS



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding the extension of a Corporate Officer for a Tavern License, Jillian's Management Company, Inc., dba Jillian's, 450 Fremont Street, Suite 130, Loraine W. Kusuvara, Dir, Pres, Secy, Treas, 100% - Ward 5 (Williams)

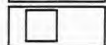
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding the extension of a Corporate Officer for a Tavern License.

RECOMMENDATION:

Recommendation to be provided following the discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

None

Motion made by BRENDA J. WILLIAMS to Approve the permanent license with a 90-day review

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

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

Minutes:

JIM DiFIORE, Manager of Business Services, was present and deferred to the Mayor.

MAYOR GOODMAN noted that COUNCILMAN REESE, CITY ATTORNEY JERBIC and he met with MS. KUSUHARA, who was present, and she informed them that several future commitments for Jillian's are in jeopardy of being cancelled because of comments made at the previous Council meeting regarding the future of Neonopolis. Her customers are very concerned. For this reason, he decided to put it back on the agenda for the Council's reconsideration. COUNCILWOMAN WILLIAMS indicated she would like a 90-day review. MAYOR GOODMAN suggested a permanent license with a 90-day review.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on a request to install a 4-way stop sign at Grand Teton Drive and Maverick Street - Ward 6 (Ross)

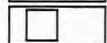
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Residents in the area of Grand Teton Drive and Maverick Street have requested the installation of a 4-way stop at this intersection. At present, Maverick Street is stopped northbound and southbound at Grand Teton Drive. Studies conducted for a 4-way stop showed that the intersection did not meet the warrants. At least 200 vehicles per hour for 8 hours of an average day are needed to meet the warrants; Maverick Street had a total of only 180 vehicles for a 24-hour period. Both the City Traffic Engineer and the Traffic and Parking Commission have denied the request since the warrants were not met. The residents are appealing this decision to the City Council.

RECOMMENDATION:

Traffic and Parking Commission: Denial

Staff: Denial

BACKUP DOCUMENTATION:

1. Map
2. Traffic Engineering Warrant Study
3. Intersection approach volume count

Motion made by STEVEN D. ROSS to Approve to install the four-way stop sign when warranted

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:

CHARLIE KAJKOWSKI, Director of Pubic Works, stated that, upon completion of the analysis

CITY COUNCIL MEETING OF: JUNE 6, 2007

for the requested four-way stop sign, it was determined that the intersection does not meet warrants, largely because of low-traffic volumes and no accidents within the last three years. He recommended a direction to staff to install the four-way stop sign when warrants are met. CITY ATTORNEY JERBIC concurred, explaining that warrants are absolutely necessary for the installation of the stop sign, otherwise the Council could be exposed to liability.

COUNCILMAN ROSS expressed appreciation for the efforts of staff, as well as the concerns of the residents. He confirmed that the necessary horse-crossing signs were installed and the crosswalks completed.





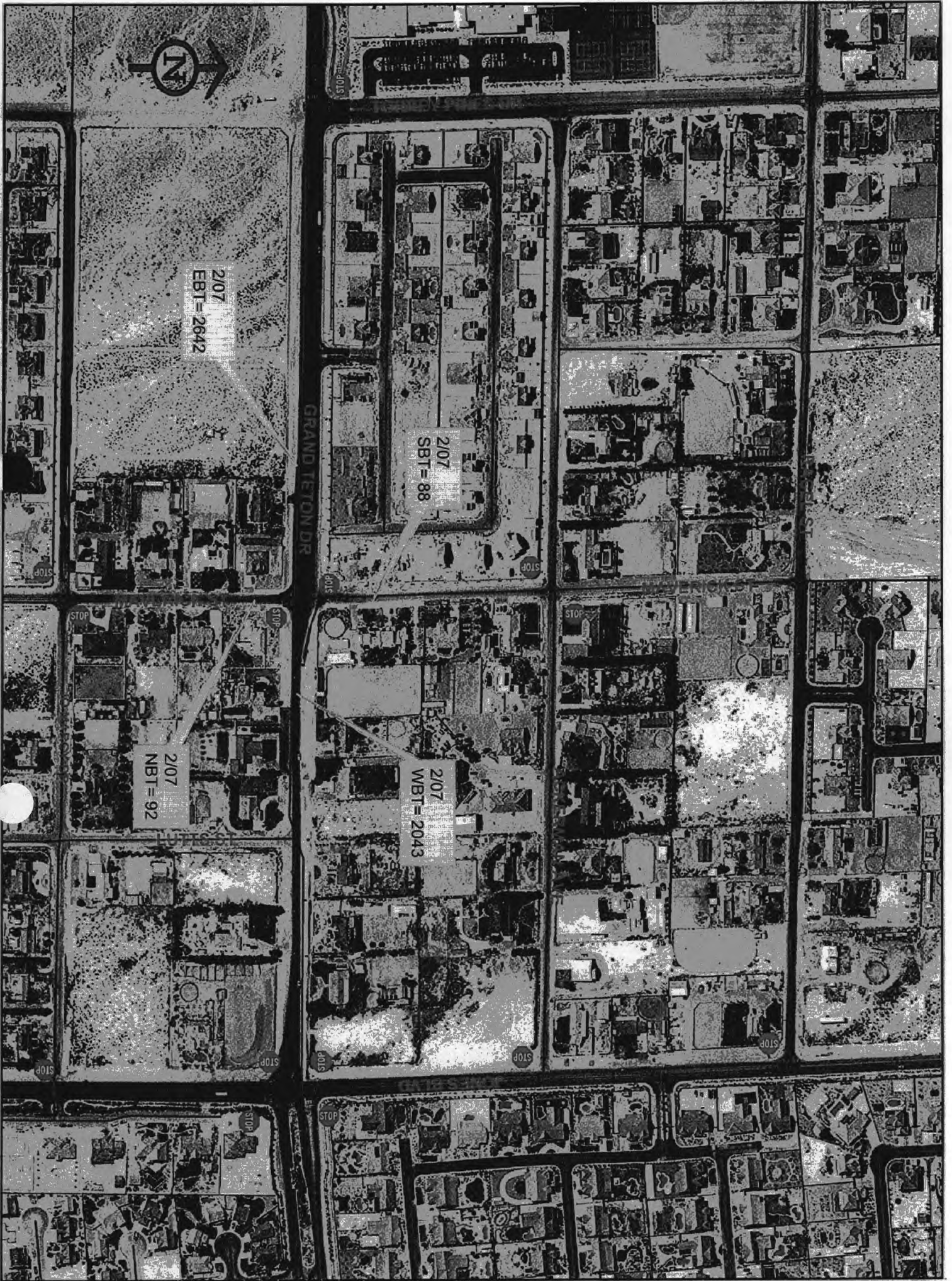
2/07
EBT = 2642

2/07
SBT = 88

2/07
NBT = 92

2/07
WBT = 2043

GRAND TETON DR



CITY OF LAS VEGAS
TRAFFIC ENGINEERING
WARRANT STUDY

Multi-Way Stop Warrant Report

Major Street Approaches

Eastbound: Grand Teton Dr
 Total Approach Volume: 2,642
 Approach Speed: 49

Westbound: Grand Teton Dr
 Total Approach Volume: 2,043
 Approach Speed: 49

Minor Street Approaches

Northbound: Maverick St
 Total Approach Volume: 92

Southbound: Maverick St
 Total Approach Volume: 88

Warrant Summary

Criteria A - Interim MeasureNot Evaluated
 If traffic signals are justified, stop signs can be installed as an interim measure.

Criteria B - Crash ExperienceNot Satisfied
 Number of crashes (0) is less than the minimum required (5).

Criteria C - Minimum Volumes and DelaysNot Satisfied
 Delay data not evaluated
 Average of 8 highest hours does not meet volume criteria.

Criteria D - 80% of Volumes, Delays, and CrashesNot Satisfied
 Delay data not evaluated
 Number of crashes (0) is less than the minimum required (4).
 Average of 8 highest hours does not meet volume criteria.

Analysis of 8-Hour Volume Warrants:

Time	Major Total	Major Avg	Minor Total	Minor Avg	Major Crit	Crit C Minor	Meets?	Major Crit	Crit D Minor	Meets?
07:00 - 08:00	555	352.6	41	15.6	210-Yes	140-No	Major	240-Yes	160-No	Major
14:00 - 15:00	438		22							
15:00 - 16:00	382		11							
16:00 - 17:00	340		17							
17:00 - 18:00	299		6							
13:00 - 14:00	288		11							
06:00 - 07:00	263		10							
18:00 - 19:00	256		7							
08:00 - 09:00	257		3							
10:00 - 11:00	243		9							
09:00 - 10:00	236		9							
12:00 - 13:00	215		8							
11:00 - 12:00	202		8							
19:00 - 20:00	185		7							
20:00 - 21:00	142		3							
21:00 - 22:00	123		2							
22:00 - 23:00	65		2							
05:00 - 06:00	62		1							
23:00 - 00:00	47		1							
00:00 - 01:00	26		1							
04:00 - 05:00	22		1							
03:00 - 04:00	15		0							
01:00 - 02:00	14		0							
02:00 - 03:00	10		0							

**CITY OF LAS VEGAS, TRAFFIC ENGINEERING DIVISION
24 HOUR INTERSECTION APPROACH VOLUME COUNT**

LOCATION: Grand Teton Drive & Maverick Street

DATE: 2/15/2007

85th PERCENTILE SPEED ON UNCONTROLLED STREET = 49MPH

HOUR BEGINS AT:	Grand Teton Dr				Maverick St				TOTAL - ALL APPROACHES	RK
	EBT	WBT	TOTAL	RK	NBT	SBT	TOTAL	RK		
0:00	21	5	26		0	1	1		27	
1:00	6	8	14		0	0	0		14	
2:00	9	1	10		0	0	0		10	
3:00	11	4	15		0	0	0		15	
4:00	12	10	22		1	0	1		23	
5:00	35	27	62		1	1	2		64	
6:00	173	90	263	7	8	2	10	6	273	7
7:00	273	282	555	1	20	21	41	1	596	1
8:00	154	103	257	8	2	1	3		260	
9:00	128	108	236		4	4	8	8	244	
10:00	131	112	243		2	7	9	7	252	
11:00	115	87	202		3	5	8		210	
12:00	122	93	215		3	5	8		223	
13:00	157	131	288	6	6	5	11	5	299	6
14:00	240	198	438	2	9	13	22	2	460	2
15:00	225	157	382	3	8	3	11	4	393	3
16:00	191	149	340	4	10	7	17	3	357	4
17:00	158	141	299	5	4	2	6		305	5
18:00	134	122	256		3	4	7		263	8
19:00	122	63	185		4	3	7		192	
20:00	84	58	142		2	1	3		145	
21:00	74	49	123		0	2	2		125	
22:00	39	26	65		2	0	2		67	
23:00	28	19	47		0	1	1		48	
24 HOUR TOTAL	2642	2043	4685		92	88	180		4865	
HIGH 8 HOURS			2822				129		2946	
HIGH 8 HOURS (MINOR STREET CRITERIA)			2745				129		2874	

85TH%ILE

49 45

39 32

VOLUME WARRANT CALCULATIONS: (FOR MULTI-WAY STOP ONLY)

HOURLY AVG. TOTAL APPROACH VOLUME DURING HIGHEST 8 HOURS (MINOR STREET CRITERIA) = 359
 MINOR STREET HOURLY AVERAGE DURING SAME 8 HOURS = 16
 RATIO OF MAJOR TO MINOR STREET VOLUME = 26 : 1

	R.O.W. WIDTH	# THRU LANES	LT LANE ?	MACHINE #
EB APPROACH	60	1	No	NC-97
WB APPROACH	60	1	No	NC-97
NB APPROACH	100	1	No	NC-97
SB APPROACH	100	1	No	NC-97

COMMENTS: COMMENTS
 COMMENTS
 COMMENTS
 COMMENTS

FHWA TYPE:	4	5	6	7	8	9	10	11	12	13
% OF TOTAL:										
EASTBOUND:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
WESTBOUND:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NORTHBOUND:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
SOUTHBOUND:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

TOTAL COMMERCIAL TRAFFIC (WEIGHTED AVERAGE):

0	0	Maverick St	Maverick St
EASTBOUND:	WESTBOUND:	NORTHBOUND:	SOUTHBOUND:
0.0%	0.0%	0.0%	0.0%

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on the Clean Water Coalition's (CWC) 5 Year Capital Improvement Plan FY-2007-2008 through FY-2011-2012 and the City of Las Vegas' portion of the CWC FY2007-2008 Tentative Annual Operating Budget and Annual Capital Budget for the Systems Conveyance and Operations Program (SCOP) (\$7,036,279 - Sanitation Fund) - County

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$7,036,279

Funding Source: Sanitation Fund

Dept./Division: PW/Environmental

PURPOSE/BACKGROUND:

The CWC Annual Operating and Capital Budget for FY 2007-2008 is \$23,654,263. The Capital Budget, totaling \$22,216,056 includes professional service contracts, federal reimbursement contracts and SCOP preferred alternative design. The Operating Budget, totaling \$1,438,206 includes CWC wages, office expenses, legal, financial, lobbying and other expenses. The City's participation in these costs at 29.8% is \$7,036,279 and is based on the approved capacity rights of each member agency.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. CWC Project Capital Improvement Plan FY-2007-08 through 2011-12
2. CWC Annual Operating Budget and Annual Capital Budget FY-2007-08

Motion made by GARY REESE to Approve

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

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

Minutes:

CHARLIE KAJKOWSKI, Director of Public Works, stated this matter is in order, and the Council was fully briefed. MAYOR GOODMAN noted that the Council fully understands the ramifications and the need for this.



CleanWater
C O A L I T I O N

*Solutions for
Clean Water
Management*

Project Capital Improvement Plan

Fiscal Years 2007–08 through 2011–12

April 2007

Clean Water Coalition 150 N Stephanie St, Suite 130 Henderson, NV 89074 (702) 319-4433
www.cleanwatercoalition.com

Clean Water Coalition, Nevada Systems Conveyance and Operations Program Project Capital Improvement Plan

Fiscal Years 2007-08 through 2011-12

Management Board

Chip Maxfield, Chairperson
Larry Brown, Vice Chairperson
Steven D. Kk, Secretary
Michael Montandon, Member

Douglas W. Krafa,
General Manager

ohn Brumley
Deputy Administrator, Contracts and Finance

April 2007

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Capital Improvement Program

The Clean Water Coalition's Capital Improvement Program (CIP) is a five-year plan that is updated annually in conjunction with the preparation of the CWC's operating budget. The CIP identifies the activities of the various phases of the Systems Conveyance and Operations Program (SCOP), the anticipated cash flows for SCOP, and associated funding sources.

CAPITAL BUDGET PROCESS

The CIP is a multi-year plan for financing government facility construction, improvements, and equipment acquisition. The goals of the program are as follows:

- Assess capital needs
- Identify funding sources for the capital projects/programs, which ultimately will provide the greatest return on investment while meeting the increasing demand for infrastructure, public facilities and services.
- Improve financial planning through disclosure of future bond sales and assess fiscal impact.

Needs Assessment

In conjunction with the CWC's operational plan and preparation of the annual budget, the SCOP project is examined as to the current completion schedule regarding pre-design, final design and construction. Milestone deliverables are consistently updated with the most recent estimations to ensure capital authority and timely funding is available to maintain the pace of the project. Funding is anticipated to be derived from the following sources:

1. Proceeds from debt-the CWC has the legal authority to issue debt through both the Nevada State Bond Bank and the Clark County Bond Bank. All debt would be backed by revenue generated through wastewater usage and connection surcharges. Debt may be either short-term or long-term, depending, at the time of issuance, on which type of instrument is determined to best meet the CWC's needs.
2. Revenues generated through wastewater usage and connection surcharges not required for debt service, fund balance or operational expenses.
3. Proceeds from state or Federal grants, or revenues derived from special legislation. Even though revenues received from grants are not anticipated to be significant, every effort will be made to maximize federal and state participation and, therefore, reduce local funding requirements.

Capital Budget Preparation

The preparation and refinement of the CIP is an ongoing process that begins with identifying the various critical paths for deliverables for the SCOP project. Once all updated information is entered into the model, estimates of expenditures for future years are developed and included within both the annual budget and the revised CIP.

Once the revisions have been made by the CWC, the draft information is presented to each member agency's financial manager for review and comments. All comments are received and evaluated, and modifications to the CIP are made accordingly. The final CIP is approved by the CWC Board and each member agency's board. Per the Nevada Revised Statutes (NRS), final approval is required prior to the end of the fiscal year.

Modification of the Capital Plan

During the design stages of the SCOP project, new technologies may become available that would improve the final outcome of the project, increase the life expectancy of the project, or otherwise reduce the overall cost of the project. Such technologies will be reviewed by experts in the field and approved through various committees and boards before inclusion into the CIP. Any changes from the prior CIP will be specifically identified in a separate section to create a document that is as transparent as possible for public information.

Capital Improvement Plan - Scope

The CIP represents the lifespan of the SCOP project, with particular emphasis on the five-year planning horizon, FY 2007-2008 through FY 2011-2012. Information concerning expenses incurred in earlier years is displayed as a note to present a comprehensive view of the total project cost.

OVERVIEW OF CAPITAL IMPROVEMENT PLAN

Sources and Uses of Funds

Sources and uses of funds for the Clean Water Coalition's five-year CIP are shown in the following table (Table 1-1). The information includes sources and uses of funds for the active project for a five-year planning horizon, FY 2007-2008 through FY 2011-2012. Prior years' activities and FY 2006-2007 estimates are included to present a comprehensive view of the total project cost.

A total of \$778 million in funding sources are identified. The CWC's primary sources of capital funding are from bond proceeds, wastewater connection and usage surcharges, and member agency contributions. The CWC's CIP identifies approximately \$778 million in project costs.

Table 1-1

Capital Improvement Program - Sources and Uses of Funds (\$ millions)

	Prior FYs	Est. FY 07	FY 08	FY 09	FY 10	FY 11	FY 12	FY 13	Total	Percent
Beginning Balances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Funding Sources:										
Debt Proceeds	\$ -	\$ -	\$ -	\$ 82.36	\$ 284.38	\$ 220.01	\$ 125.68	\$ -	\$ 712.43	91.6%
Connection/Usage Surcharges	\$ -	\$ -	\$ -	\$ 1.49	\$ 1.54	\$ 1.59	\$ 1.65	\$ -	\$ 6.27	0.8%
Entity Contributions	\$ 21.72	\$ 12.45	\$ 23.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57.42	7.4%
Interest Earnings/Misc	\$ 0.03	\$ 0.03	\$ 0.20	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ -	\$ 1.46	0.2%
Total Revenues*	\$ 21.75	\$ 12.47	\$ 23.45	\$ 84.15	\$ 286.22	\$ 221.90	\$ 127.63	\$ -	\$ 777.57	
Total Resources*	\$ 21.75	\$ 12.47	\$ 23.45	\$ 84.15	\$ 286.22	\$ 221.90	\$ 127.63	\$ -	\$ 777.57	
Uses by Activity:										
Pre-Design/EIS	\$ 19.53	\$ 11.18	\$ 3.86	\$ -	\$ -	\$ -		\$ -	\$ 34.58	4.4%
Final Design	\$ -	\$ 0.14	\$ 16.60	\$ 6.30	\$ -	\$ -		\$ -	\$ 23.04	3.0%
Construction	\$ -	\$ -	\$ -	\$ 74.76	\$ 283.02	\$ 218.59	\$ 124.20	\$ -	\$ 700.57	90.1%
Administration	\$ 2.22	\$ 1.15	\$ 2.99	\$ 3.09	\$ 3.20	\$ 3.31	\$ 3.43	\$ -	\$ 19.39	2.5%
Total Costs*	\$ 21.75	\$ 12.47	\$ 23.45	\$ 84.15	\$ 286.22	\$ 221.90	\$ 127.63	\$ -	\$ 777.57	
Ending Balances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Impact**										
Est. Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4.65)	\$ (4.65)	
Hydroelectric Power Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.00	\$ 5.00	
"Green" Credit Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.00	\$ 5.00	
Net Operating Impact	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.35	\$ 5.35	

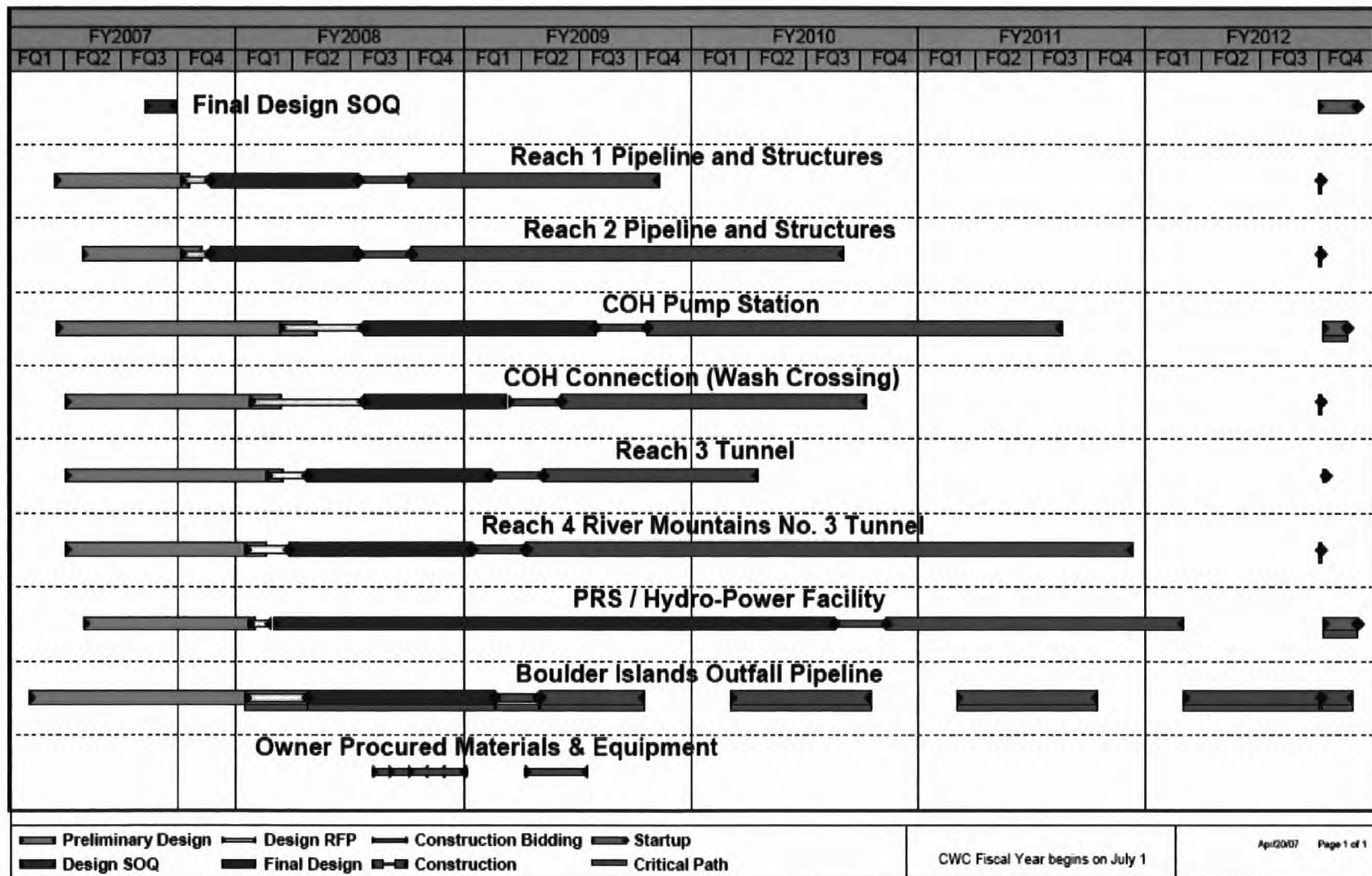
* Totals may vary due to rounding

** Operating Impact of the SCOP project will be positive once on-line in FY 2013, due to the hydroelectric generation plant

SCOP Timeline

A Gantt chart is used identify the phases of the SCOP lifecycle:

Figure 1-1



SCOP Cost Summary

Table 1-2 displays the summary costs for the SCOP construction and associated design phases (detailed costs by contract are displayed in the Appendix).

TABLE 1-2

Systems Conveyance and Operations Program Cost Summary (FY 2005 Constant Dollars)

Description	Cost
City of Las Vegas Pipeline and Diversion Structure	\$ 16,071,000
Clark County Reclamation District -Reach 2	\$ 29,476,700
Reach 3 Tunnel	\$ 46,171,200
City of Henderson Connection -Wash Crossing	\$ 7,036,800
City of Henderson Pump Station	\$ 17,709,600
River Mountains Tunnel #3 (West)	\$ 53,053,200
River Mountains Tunnel #3 (East)	\$ 51,813,600
Hydroelectric Power Generating Facility	\$ 50,350,000
Boulder Islands Outfall	\$ 130,719,600
Total	\$ 402,401,700
General Conditions/General Requirements (7.75%)	\$ 31,186,060
Contingency	\$ 105,943,050
Construction Mgt. and Administration	\$ 52,030,515
Pre-Design	\$ 13,180,930
Final Design	\$ 14,538,925
Grand Total	\$ 619,281,180

SCOP Project Map



Cost Detail by Contract

(All amounts in constant 2005 dollars)

The **first** section will include a diversion structure, Wash return, treatment plant connections, and effluent interceptor control structures, in addition to 7,000+ feet of 96-inch pipeline, two Wash crossing tunnels, and existing pipe crossings.

City of Las Vegas Pipeline/Diversion Structure – Reach 1 Pipeline and Structures

Description	Cost
CLV Connection	
CLV Diversion Structure	\$ 1,283,000
Allowances (10%)	128,300
Subtotal of Components	1,411,300
Reach 1	
Reach 1 – Main Cut-and Cover Pipeline	10,068,000
Reach 1 – Las Vegas Wash Tunnel Crossing	2,291,000
Reach 1 – SNWA Whitney Lateral Crossing	411,000
Reach 1 – CCWRD FM Pipeline Crossing	557,000
Allowances (10%)	1,332,700
Subtotal of Components	14,659,700
Total of Components	16,071,000
General Conditions/General Requirements (7.75%)	1,245,500
Subtotal	17,316,500
Contingency (20%)	3,463,300
CM and Admin (12%)	2,077,980
Pre-Design (2% of Component Total)	321,420
Design (5% of Component Total)	803,550
Total	\$ 23,982,750

The **second** section will include 12,500+ feet of 114-inch pipeline from the effluent interceptor structure to the connection with the Reach 3 tunnel.

Clark County Water Reclamation District – Reach 2 Pipeline and Structures

Description	Cost
CCWRD Connection	
Central Plant Cut-and-Cover Piping	\$ 254,000
Central Plan Wash Crossing	2,373,000
Central Plant Diversion Structure	584,000
AWT Cut-and-Cover Piping	232,000
EI Control Structure	1,207,000
Control Structure – Overflow to Wash	747,000
Allowances (10%)	539,700
Subtotal of Components	5,936,700
Reach 2	
Reach 2 - Pipeline	21,400,000
Allowances (10%)	2,140,000
Subtotal of Components	23,540,000
Total of Components	29,476,700
General Conditions/General Requirements (7.75%)	2,284,400
Subtotal	31,761,100
Contingency (20%)	6,352,220
CM and Admin (12%)	3,811,330
Pre-Design (2% of Component Total)	589,530
Design (5% of Component Total)	1,473,840
Total	\$ 43,988,020

The **third** section includes 11,500+ feet of tunnel with 144-inch pipeline, terminating at the effluent site by Lake Las Vegas

**Tunnel and Piping to Lake Las Vegas – Reach 3
Tunnel**

Description	Cost
Reach 3 – Mainline Tunnel	
Tunnel	\$ 33,291,000
Working Shaft	2,958,000
Retrieval Shaft	2,227,000
Allowances (20%)	7,695,200
Total of Components	46,171,200
General Conditions/General Requirements (7.75%)	3,578,260
Subtotal	49,749,460
Contingency (25%)	12,437,365
CM and Admin (12%)	5,969,935
Pre-Design (4% of Component Total)	1,846,845
Design (3% of Component Total)	1,385,135
Total	\$ 71,388,740

The **fourth** section will include 1,700 feet of tunnel from the City of Henderson forcemain connection to the third section pipeline.

**City of Henderson – Wash Crossing
Tunnel**

Description	Cost
COH Forcemain Wash Crossing Tunnel	
Tunnel	\$ 2,974,000
Working Shaft	2,890,000
Allowances (20%)	1,172,800
Total of Components	7,036,800
General Conditions/General Requirements (7.75%)	545,350
Subtotal	7,582,150
Contingency (25%)	1,895,535
CM and Admin (12%)	909,855
Pre-Design (3% of Component Total)	211,100
Design (5% of Component Total)	351,840
Total	\$ 10,950,480

The **fifth** section will include 5,000 feet of pipeline from the City of Henderson treatment facility to the pump station structure and machinery, and several improvements to the Las Vegas Wash.

**City of Henderson – Pump Station
Pipeline and Structures**

<u>Description</u>	<u>Cost</u>
COH Pumping Station and Pipeline	
Effluent Pumping Station	\$ 12,174,000
Forcemain – 54" Pipeline	2,223,000
Wash Return Improvements	361,000
Allowances (20%)	2,951,600
Total of Components	17,709,600
General Conditions/General Requirements (7.75%)	1,372,490
Subtotal	19,082,090
Contingency (25%)	4,770,520
CM and Admin (12%)	2,289,850
Pre-Design (5% of Component Total)	885,480
Design (7% of Component Total)	1,239,670
Total	\$ 28,267,610

The **sixth** section includes approximately 50% of the 39,000 feet of pipeline and tunnel from the effluent interceptor control structures to the hydroelectric plant.

**River Mountains Tunnel #3 – (West)
Pipeline and Tunnel**

<u>Description</u>	<u>Cost</u>
River Mountain Tunnel #3	
Working Shaft RM3T West Tunnel	\$ 1,396,000
	42,479,000
Subtotal of Components	43,875,000
El Terminus Site Work	
El Terminus – Site Grading/Restore	336,000
Allowances (20%)	8,842,200
Total of Components	53,053,200
General Conditions/General Requirements (7.75%)	4,111,620
Subtotal	57,164,820
Contingency (25%)	14,291,205
CM and Admin (12%)	6,859,775
Pre-Design (4% of Component Total)	2,122,125
Design (3% of Component Total)	1,591,595
Total	\$ 82,029,520

The **seventh** section includes approximately 50% of the 39,000 feet of pipeline and tunnel from the hydroelectric plant to the effluent interceptor control structures.

**River Mountains Tunnel #3 – (East)
Pipeline and Tunnel**

Description	Cost
River Mountain Tunnel #3	
Working Shaft RM3T East Tunnel	\$ 699,000
	42,479,000
Allowances (20%)	8,635,600
Total of Components	51,813,600
General Conditions/General Requirements (7.75%)	4,015,550
Subtotal	55,829,150
Contingency (25%)	13,957,285
CM and Admin (12%)	6,699,495
Pre-Design (4% of Component Total)	2,072,540
Design (3% of Component Total)	1,554,405
Total	\$ 80,112,875

The **eighth** section will include the hydroelectric plant structure and all machinery, including a pressure regulating structure. The facility will be built on the shore of Lake Mead and include transmission lines to the Alfred Merritt Smith Water Treatment Facility.

**Hydroelectric Power Generating Facility
Structure and Equipment**

Description	Cost
Hydroelectric plant	
Civil/Structural	\$ 22,760,000
Mechanical Equipment	9,316,000
Electrical Equipment	7,410,000
Transmission Line	794,000
Allowances (25%)	10,070,000
Total of Components	50,350,000
General Conditions/General Requirements (7.75%)	3,902,125
Subtotal	54,252,125
Contingency (25%)	13,563,030
CM and Admin (12%)	6,510,255
Pre-Design (5% of Component Total)	2,517,500
Design (7% of Component Total)	3,524,500
Total	\$ 80,367,410

The **ninth** section of the project includes pipeline anchors, five subaqueous high density polyethelene (HDPE) lines (each 16,500 feet in length and 63 inches in diameter), five dredged HDPE pipelines (each 5,300 feet in length and 63 inches in diameter), and five cut/cover HDPE pipelines (each 6,600 feet in length and 63 inches in diameter) from the pressure regulating structure to the lake water line.

**Boulder Islands Outfall
Pipeline**

<u>Description</u>	<u>Cost</u>
Boulder Islands Outfall Pipeline	
Subaqueous Pipeline	\$105,861,000
Open-Cut PRS to Water Line	3,072,000
Allowances (20%)	21,786,600
Total of Components	130,719,600
General Conditions/General Requirements (7.75%)	10,130,765
Subtotal	140,850,365
Contingency (25%)	35,212,590
CM and Admin (12%)	16,902,040
Pre-Design (2% of Component Total)	2,614,390
Design (2% of Component Total)	2,614,390
Total	\$198,193,775

Operating Impact

The estimated expenditures for operations and maintenance of the SCOP are comprised of the following (FY 2012 dollars):

- | | |
|---|-----------------------|
| • Estimated cost for general maintenance – materials - | \$ 750,000 annually |
| • Estimated cost of member agency personnel utilized to operate and maintain power generation plant - | \$ 1,500,000 annually |
| • Estimated cost of member agency personnel utilized to operate and maintain City of Henderson pump station - | \$ 250,000 annually |
| • Estimated cost of member agency personnel to maintain connection structures/ pipelines - | \$ 500,000 annually |
| • Estimated cost of materials for replacement or damaged/worn parts - | \$ 1,650,000 annually |

The estimated costs for operation and maintenance of the SCOP are based on industry estimates, taking into account maximum anticipated costs at start-up. Operating costs displayed above do not include replacement of major components, such as turbines. Replacement of major components is included in the long-range forecast for revenue requirements. It is anticipated turbines will need to be replaced on a 20-year basis, while the pumping station equipment at the City of Henderson will require rebuilds on a 10-year cycle. Since equipment at the pump station has redundancy, no total replacement of equipment is anticipated in current forecast models.

SCOP Cash Flow by Fiscal Year

Fiscal Year	SCOP Component	% of Contract	Contract Total	Estimated Costs	OTHER COSTS		CONTINGENCIES		TOTAL COSTS	TOTAL + Annual Inflation
					%	Adj. Est. Cost	%	Adj. Est. Cost	2005 \$	Adj. Est. Cost
2007-2008										2007-2008
	Preliminary Design									\$3,859,581
	Boulder Islands Outfall - Subaqueous Pipeline	23%	\$2,610,000	\$593,750	0%	\$0	10%	\$59,375	\$653,125	\$724,969
	COH Pump Station	51%	\$885,000	\$455,750	0%	\$0	10%	\$45,575	\$501,325	\$556,471
	Tunnel - Reach 3	43%	\$2,000,000	\$857,750	0%	\$0	10%	\$85,775	\$943,525	\$1,047,313
	Tunnel - River Mountains 3	31%	\$4,042,000	\$1,253,750	0%	\$0	10%	\$125,375	\$1,379,125	\$1,530,829
	Final Design									\$16,604,378
	Hydroelectric Power Facility	50%	\$3,524,000	\$1,762,000	0%	\$0	10%	\$176,200	\$1,938,200	\$2,151,402
	EI Pipeline - Reach 1	100%	\$803,000	\$803,000	0%	\$0	10%	\$80,300	\$883,300	\$980,463
	EI Pipeline - Reach 2	100%	\$1,474,000	\$1,474,000	0%	\$0	10%	\$147,400	\$1,621,400	\$1,799,754
	Tunnel - Reach 3	50%	\$1,385,000	\$692,500	0%	\$0	10%	\$69,250	\$761,750	\$845,543
	COH Connection to EI Pipeline	60%	\$352,000	\$211,200	0%	\$0	10%	\$21,120	\$232,320	\$257,875
	COH Pump Station	50%	\$1,240,000	\$620,000	0%	\$0	10%	\$62,000	\$682,000	\$757,020
	Tunnel - River Mountains 3	60%	\$3,140,000	\$1,884,000	0%	\$0	10%	\$188,400	\$2,072,400	\$2,300,364
	Boulder Islands Outfall - Subaqueous Pipeline	80%	\$2,614,000	\$2,091,200	0%	\$0	10%	\$209,120	\$2,300,320	\$2,553,355
	LDE Final Design	N/A	N/A	\$2,411,099	0%	\$0	10%	\$241,110	\$2,652,209	\$2,943,952
	CM Final Design	N/A	N/A	\$1,700,000	0%	\$0	7%	\$115,000	\$1,815,000	\$2,014,650
	Additional Services									\$2,990,303
	CWC Administration			\$1,222,000	5%	\$73,681	0%	\$0	\$1,295,681	\$1,438,206
	Professional Service Contracts			\$516,000	5%	\$25,800	0%	\$0	\$541,800	\$601,398
	Environmental Mitigation			\$258,000	5%	\$12,900	0%	\$0	\$270,900	\$300,699
	BBAMP Modeling			\$129,000	5%	\$6,135	0%	\$0	\$135,135	\$150,000
	BBAMP Water Quality			\$430,000	5%	\$20,450	0%	\$0	\$450,450	\$500,000
2007-2008	YEARLY TOTALS			\$19,364,999		\$138,966		\$1,626,000	\$21,129,965	\$23,454,262

Totals may not equal due to rounding

Clean Water Coalition – Capital Improvement Plan

Fiscal Year	SCOP Component	% of Contract	Contract Total	Estimated Costs	OTHER COSTS		CONTINGENCIES		TOTAL COSTS	TOTAL + Annual Inflation
					%	Adj. Est. Cost	%	Adj. Est. Cost	2005 \$	Adj. Est. Cost
2008-2009										2008-2009
	Final Design									\$6,301,055
	Tunnel - Reach 3	50%	\$1,385,000	\$692,500	0%	\$0	10%	\$69,250	\$761,750	\$873,727
	COH Connection to EI Pipeline	40%	\$352,000	\$140,800	0%	\$0	10%	\$14,080	\$154,880	\$177,647
	COH Pump Station	50%	\$1,240,000	\$620,000	0%	\$0	10%	\$62,000	\$682,000	\$782,254
	Tunnel - River Mountains 3	40%	\$3,140,000	\$1,256,000	0%	\$0	10%	\$125,600	\$1,381,600	\$1,584,695
	Hydroelectric Generation Facility	50%	\$3,524,000	\$1,762,000	0%	\$0	10%	\$176,200	\$1,938,200	\$2,223,115
	Boulder Islands Outfall - Subaqueous Pipeline	20%	\$2,614,000	\$522,800	0%	\$0	10%	\$52,280	\$575,080	\$659,617
	Construction									\$74,764,107
	EI Pipeline - Reach 1	80%	\$16,071,000	\$12,856,800	20%	\$2,571,360	15%	\$1,928,520	\$17,356,680	\$19,908,112
	EI Pipeline - Reach 2	40%	\$29,477,000	\$11,790,800	20%	\$2,358,160	15%	\$1,768,620	\$15,917,580	\$18,257,464
	Tunnel - Reach 3	15%	\$46,171,000	\$6,925,650	20%	\$1,385,130	25%	\$1,731,413	\$10,042,193	\$11,518,395
	COH Connection to EI Pipeline	15%	\$7,037,000	\$1,055,550	20%	\$211,110	25%	\$263,888	\$1,530,548	\$1,755,538
	COH Pump Station	5%	\$17,700,000	\$885,000	20%	\$177,000	25%	\$221,250	\$1,283,250	\$1,471,888
	Tunnel - River Mountains 3 - West	15%	\$53,053,000	\$7,957,950	20%	\$1,591,590	25%	\$1,989,488	\$11,539,028	\$13,235,265
	Tunnel - River Mountains 3 - East	10%	\$51,814,000	\$5,181,400	20%	\$1,036,280	25%	\$1,295,350	\$7,513,030	\$8,617,445
	Additional Services Contracts									\$3,089,979
	CWC Administration			\$1,222,000	5%	\$73,681	0%	\$0	\$1,295,681	\$1,486,146
	Professional Service Contracts			\$516,000	5%	\$25,800	0%	\$0	\$541,800	\$621,445
	Environmental Mitigation			\$258,000	5%	\$12,900	0%	\$0	\$270,900	\$310,722
	BBAMP Modeling			\$129,000	5%	\$6,135	0%	\$0	\$135,135	\$155,000
	BBAMP Water Quality			\$430,000	5%	\$20,450	0%	\$0	\$450,450	\$516,666
2008-09	YEARLY TOTALS			\$54,202,250		\$9,469,596		\$9,697,939	\$73,369,785	\$84,155,141

Totals may not equal due to rounding

Clean Water Coalition – Capital Improvement Plan

Fiscal Year	SCOP Component	% of Contract	Contract Total	Estimated Costs	OTHER COSTS		CONTINGENCIES		TOTAL COSTS	TOTAL + Annual Inflation
					%	Adj. Est. Cost	%	Adj. Est. Cost	2005 \$	Adj. Est. Cost
2009-2010										2009-2010
	Construction									\$283,019,619
	El Pipeline - Reach 1	20%	\$16,071,000	\$3,214,200	20%	\$642,840	15%	\$482,130	\$4,339,170	\$5,154,934
	El Pipeline - Reach 2	50%	\$29,477,000	\$14,738,500	20%	\$2,947,700	15%	\$2,210,775	\$19,896,975	\$23,637,606
	Tunnel - Reach 3	85%	\$46,171,000	\$39,245,350	20%	\$7,849,070	25%	\$9,811,338	\$56,905,758	\$67,604,040
	COH Connection to El Pipeline	70%	\$7,037,000	\$4,925,900	20%	\$985,180	25%	\$1,231,475	\$7,142,555	\$8,485,355
	COH Pump Station	55%	\$17,700,000	\$9,735,000	20%	\$1,947,000	25%	\$2,433,750	\$14,115,750	\$16,769,511
	Tunnel - River Mountains 3 - West	40%	\$53,053,000	\$21,221,200	20%	\$4,244,240	25%	\$5,305,300	\$30,770,740	\$36,555,639
	Tunnel - River Mountains 3 - East	35%	\$51,814,000	\$18,134,900	20%	\$3,626,980	25%	\$4,533,725	\$26,295,605	\$31,239,179
	Hydroelectric Generation Facility	30%	\$50,350,000	\$15,105,000	20%	\$3,021,000	25%	\$3,776,250	\$21,902,250	\$26,019,873
	Boulder Islands Outfall - Subaqueous Pipeline	30%	\$130,720,000	\$39,216,000	20%	\$7,843,200	25%	\$9,804,000	\$56,863,200	\$67,553,482
	Additional Service s Contracts									\$3,200,431
	CWC Administration			\$1,222,000	5%	\$73,681	0%	\$0	\$1,295,681	\$1,539,269
	Professional Service Contracts			\$516,000	5%	\$25,800	0%	\$0	\$541,800	\$643,658
	Environmental Mitigation			\$258,000	5%	\$12,900	0%	\$0	\$270,900	\$321,829
	BBAMP Modeling			\$129,000	5%	\$6,135	0%	\$0	\$135,135	\$160,540
	BBAMP Water Quality			\$430,000	5%	\$20,450	0%	\$0	\$450,450	\$535,135
2009-2010	YEARLY TOTALS			\$168,091,050		\$33,246,176		\$39,588,743	\$240,925,969	\$286,220,050

Totals may not equal due to rounding

Clean Water Coalition – Capital Improvement Plan

Fiscal Year	SCOP Component	% of Contract	Contract Total	Estimated Costs	OTHER COSTS		CONTINGENCIES		TOTAL COSTS	TOTAL + Annual Inflation
					%	Adj. Est. Cost	%	Adj. Est. Cost	2005 \$	
2010-2011										2010-2011
	Construction									\$218,593,489
	El Pipeline - Reach 2	10%	\$29,477,000	\$2,947,700	20%	\$589,540	15%	\$442,155	\$3,979,395	\$4,890,676
	COH Connection to El Pipeline	15%	\$7,037,000	\$1,055,550	20%	\$211,110	25%	\$263,888	\$1,530,548	\$1,881,043
	COH Pump Station	40%	\$17,700,000	\$7,080,000	20%	\$1,416,000	25%	\$1,770,000	\$10,266,000	\$12,616,914
	Tunnel - River Mountains 3 - West	40%	\$53,053,000	\$21,221,200	20%	\$4,244,240	25%	\$5,305,300	\$30,770,740	\$37,817,239
	Tunnel - River Mountains 3 - East	35%	\$51,814,000	\$18,134,900	20%	\$3,626,980	25%	\$4,533,725	\$26,295,605	\$32,317,299
	Hydroelectric Generation Facility	40%	\$50,350,000	\$20,140,000	20%	\$4,028,000	25%	\$5,035,000	\$29,203,000	\$35,890,487
	Boulder Islands Outfall - Subaqueous Pipeline	40%	\$130,720,000	\$52,288,000	20%	\$10,457,600	25%	\$13,072,000	\$75,817,600	\$93,179,830
	Additional Services Contracts									\$3,310,884
	CWC Administration			\$1,222,000	5%	\$73,681	0%	\$0	\$1,295,681	\$1,592,392
	Professional Service Contracts			\$516,000	5%	\$25,800	0%	\$0	\$541,800	\$665,872
	Environmental Mitigation			\$258,000	5%	\$12,900	0%	\$0	\$270,900	\$332,936
	BBAMP Modeling			\$129,000	5%	\$6,135	0%	\$0	\$135,135	\$166,081
	BBAMP Water Quality			\$430,000	5%	\$20,450	0%	\$0	\$450,450	\$553,603
2010-11	YEARLY TOTALS			\$125,422,350		\$24,712,436		\$30,422,068	\$180,556,854	\$221,904,373

Totals may not equal due to rounding

Clean Water Coalition – Capital Improvement Plan

Fiscal Year	SCOP Component	% of Contract	Contract Total	Estimated Costs	OTHER COSTS		CONTINGENCIES		TOTAL COSTS	TOTAL + Annual Inflation
					%	Adj. Est. Cost	%	Adj. Est. Cost	2005 \$	Adj. Est. Cost
2011-2012										2011-2012
	Construction									\$124,195,348
	Tunnel - River Mountains 3 - West	5%	\$53,053,000	\$2,652,650	20%	\$530,530	25%	\$663,163	\$3,846,343	\$4,892,548
	Tunnel - River Mountains 3 - East	20%	\$51,814,000	\$10,362,800	20%	\$2,072,560	25%	\$2,590,700	\$15,026,060	\$19,113,148
	Hydroelectric Generation Facility	30%	\$50,350,000	\$15,105,000	20%	\$3,021,000	25%	\$3,776,250	\$21,902,250	\$27,859,662
	Boulder Islands Outfall - Subaqueous Pipeline	30%	\$130,720,000	\$39,216,000	20%	\$7,843,200	25%	\$9,804,000	\$56,863,200	\$72,329,990
	Additional Services Contracts									\$3,426,725
	CWC Administration			\$1,222,000	5%	\$73,681	0%	\$0	\$1,295,681	\$1,648,106
	Professional Service Contracts			\$516,000	5%	\$25,800	0%	\$0	\$541,800	\$689,170
	Environmental Mitigation			\$258,000	5%	\$12,900	0%	\$0	\$270,900	\$344,585
	BBAMP Modeling			\$129,000	5%	\$6,135	0%	\$0	\$135,135	\$171,892
	BBAMP Water Quality			\$430,000	5%	\$20,450	0%	\$0	\$450,450	\$572,972
2011-12	YEARLY TOTALS			\$69,891,450		\$13,606,256		\$16,834,113	\$100,331,819	\$127,622,073

Totals may not equal due to rounding

Clean Water Coalition – Capital Improvement Plan

Fiscal Year	SCOP Component	% of Contract	Contract Total	Estimated Costs	OTHER COSTS		CONTINGENCIES		TOTAL COSTS	TOTAL + Annual Inflation
					%	Adj. Est. Cost	%	Adj. Est. Cost	2005 \$	
2007-08	YEARLY TOTALS			\$19,364,999		\$138,966		\$ 1,626,000	\$ 21,129,965	\$23,454,262
2008-09	YEARLY TOTALS			\$54,202,250		\$9,469,596		\$9,697,939	\$73,369,785	\$84,155,141
2009-10	YEARLY TOTALS			\$168,091,050		\$33,246,176		\$39,588,743	\$240,925,969	\$286,220,050
2010-11	YEARLY TOTALS			\$125,422,350		\$24,712,436		\$30,422,068	\$180,556,854	\$221,904,373
2011-12	YEARLY TOTALS			\$69,891,450		\$13,606,256		\$16,834,113	\$100,331,819	\$127,622,073
PROGRAM TOTALS				\$436,972,099		\$81,173,430		\$98,168,863	\$616,314,392	\$743,355,899

Note: FYs 2005, 2006 and 2007 are not reflected in totals.

Totals may not equal due to rounding



Clean Water Coalition

Douglas Karafa

CWC General Manager
(702) 319-4433 Tel.
(702) 319-4445 Fax

Chip Maxfield

CWC Chairman
Board Chairman,
Clark County Water
Reclamation District

Larry Brown

CWC Vice Chairman
Councilman,
City of Las Vegas

Steven Kirk

CWC Secretary
Councilman,
City of Henderson

Michael Montandon

CWC Member
Mayor,
City of North Las Vegas



www.cleanwatercoalition.com

April 2007



CleanWater
COALITION

*Solutions for
Clean Water
Management*

Clean Water Coalition

Tentative Annual Operating Budget

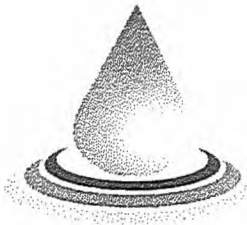
and

Annual Capital Budget

Fiscal Year 2007-2008

Douglas W. Karafa
General Manager

John A. Brumley
Deputy Administrator



Clean Water COALITION

*Solutions for
Clean Water
Management*

March 27, 2007

Nevada Department of Taxation
1550 East College Parkway, Suite 115
Carson City, NV 89706-7921

The Clean Water Coalition herewith submits the tentative budget for the fiscal year ending June 30, 2008.

This budget contains 0 funds, including Debt Service, requiring property tax revenues totaling \$ 0

This budget contains 0 governmental fund types with estimated expenditures of \$ 0 and
1 proprietary funds with estimated expenses of \$ 1,473,206

Copies of this budget have been filed for public record and inspection in the offices enumerated in NRS 354.596 (Local Government Budget and Finance Act).

CERTIFICATION

I Douglas W. Karafa
(Printed Name)

General Manager
(Title)

certify that all applicable funds and financial
operations of this Local Government are
listed herein

Signed

Dated:

April 3, 2007

APPROVED BY THE GOVERNING BOARD

SCHEDULED PUBLIC HEARING:

Date and Time: May 17, 2007 and 1:30 PM

Publication Date May 6, 2007

Place: 150 N Stephanie Street, Suite 130 Henderson NV 89074

	GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST FUNDS				
	ACTUAL PRIOR YEAR 6/30/2006 (1)	ESTIMATED CURRENT YEAR 6/30/2007 (2)	BUDGET YEAR 6/30/2008 (3)	PROPRIETARY FUNDS BUDGET YEAR 6/30/2008 (4)	TOTAL (MEMO ONLY) COLUMNS 3+4 (5)
REVENUES					
Property Taxes	\$	\$	\$	\$	\$
Other Taxes					
Licenses and Permits					
Intergovernmental Resources					
Charges for Services				44,023,757	44,023,757
Fines and Forfeits					
Miscellaneous				23,654,263	23,654,263
TOTAL REVENUES				\$ 67,678,020	\$ 67,678,020
EXPENDITURES-EXPENSES					
General Government					
Judicial					
Public Safety					
Public Works				1,473,206	1,473,206
Sanitation					
Health					
Welfare					
Culture and Recreation					
Community Support					
Intergovernmental Expenditures					
Contingencies					
Utility Enterprises					
Hospitals					
Transit Systems					
Airports					
Other Enterprises					
Debt Service - Principal					
Interest Cost					
TOTAL EXPENDITURES-EXPENSES				\$ 1,473,206	\$ 1,473,206
Excess of Revenues over (under)					
Expenditures-Expenses				66,204,814	66,204,814

Budget Summary for
Schedule S-1

Clean Water Coalition

	GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST FUNDS				
	ACTUAL PRIOR YEAR 6/30/2006 (1)	ESTIMATED CURRENT YEAR 6/30/2007 (2)	BUDGET YEAR 6/30/2008 (3)	PROPRIETARY FUNDS BUDGET YEAR 6/30/2008 (4)	TOTAL (MEMO ONLY) COLUMNS 3+4 (5)
OTHER FINANCING SOURCES (USES):					
Proceeds of Long-term Debt					
Sales of General Fixed Assets					
Operating Transfers (in)					
Operating Transfers (out)					
TOTAL OTHER FINANCING SOURCES (USES)				0	
Excess of Revenues and Other Sources over (under) Expenditures and Other Uses (Net Income)					XXXXXXXXXXXXXX
FUND BALANCE JULY 1, BEGINNING OF YEAR:				XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Reserved				XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Unreserved				XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
TOTAL BEGINNING FUND BALANCE				XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Prior Period Adjustments				XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Residual Equity Transfers				XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
FUND BALANCE JUNE 30, END OF YEAR				XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Reserved				XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Unreserved				XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
TOTAL ENDING FUND BALANCE				XXXXXXXXXXXXXX	XXXXXXXXXXXXXX

FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

	ACTUAL PRIOR YEAR ENDING 6/30/2006	ESTIMATED CURRENT YEAR ENDING 6/30/2007	BUDGET YEAR ENDING 6/30/2008
General Government			
Judicial			
Public Safety			
Public Works			
Sanitation			
Health			
Welfare			
Culture and Recreation			
Community Support			
TOTAL GENERAL GOVERNMENT	0	0	0
Utilities			
Hospitals			
Transit Systems			
Airports			
Other - Joint Powers Authority	4	4	5
TOTAL	4	4	5
POPULATION (AS OF JULY 1)	1,796,380	1,892,391	1,981,798
SOURCE OF POPULATION ESTIMATE*	State Demographer	State Demographer	State Demographer
Assessed Valuation (Secured and Unsecured Only)			
Net Proceeds of Mines			
TOTAL ASSESSED VALUE			
TAX RATE			
General Fund			
Special Revenue Funds			
Capital Projects Funds			
Debt Service Funds			
Enterprise Fund			
Other			
TOTAL TAX RATE	0	0	0

Clean Water Coalition
(Local Government)

SCHEDULE S-2 - STATISTICAL DATA

SCHEDULE A-2 PROPRIETARY AND NONEXPENDABLE TRUST FUNDS

Budget for Fiscal Year Ending 6/30/2008

Budget Summary for Clean Water Coalition
(Local Government)

FUND NAME	*	OPERATING REVENUES (1)	OPERATING EXPENSES (2) **	NONOPERATING REVENUES (3)	NONOPERATING EXPENSES (4)	OPERATING TRANSFERS		NET INCOME (7)
						IN (5)	OUT(6)	
Clean Water Coalition		44,023,757	(1,473,206)	23,654,263				66,204,814
TOTAL		44,023,757	(1,473,206)	23,654,263	-	-	-	66,204,814

* FUND TYPES: E - Enterprise
I - Internal Service
N - Nonexpendable Trust

** Include Depreciation

PROPRIETARY FUND	(1)	(2)	(3) (4) BUDGET YEAR ENDING 6/30/2008	
	ACTUAL PRIOR YEAR ENDING 6/30/2006	ESTIMATED CURRENT YEAR ENDING 6/30/2007	TENTATIVE APPROVED	FINAL APPROVED
OPERATING REVENUE				
Wastewater Connection Fees		13,564,923	36,695,297	
Wastewater Usage Fees			7,328,460	
Total Operating Revenue	-	13,564,923	44,023,757	-
OPERATING EXPENSE				
Salaries and Benefits	326,219	561,092	769,712	
Services and Supplies	572,358	585,371	668,494	
Depreciation/Amortization	7,525	7,524	35,000	
Total Operating Expense	906,102	1,153,987	1,473,206	-
Operating Income or (Loss)	(906,102)	12,410,936	42,550,551	-
NONOPERATING REVENUES				
Interest Earned	2,179	25,000	200,000	
Contributions From Member Entities				
City of Las Vegas	3,040,240	5,784,675	7,036,279	
City of North Las Vegas	-	1,334,925	2,345,426	
City of Henderson	1,064,084	2,491,860	3,283,597	
Clark County	3,496,276	8,187,540	10,788,961	
Total Nonoperating Revenues	7,602,779	17,824,000	23,654,263	-
NONOPERATING EXPENSES				
Interest Expense				
Total Nonoperating Expenses	-	-	-	-
Net Income before Operating Transfers	6,696,678	30,234,936	66,204,814	-
Operating Transfers (Schedule T)				
In				
Out				
Net Operating Transfers	-	-	-	-
NET INCOME	6,696,678	30,234,936	66,204,814	-

Clean Water Coalition
(Local Government)

SCHEDULE F-1 REVENUES, EXPENSES AND NET INCOME

FUND: Clean Water Coalition

PROPRIETARY FUND	(1)	(2)	(3) (4) BUDGET YEAR ENDING 6/30/2008	
	ACTUAL PRIOR YEAR ENDING 6/30/2006	ESTIMATED CURRENT YEAR ENDING 6/30/2007	TENTATIVE APPROVED	FINAL APPROVED
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Wastewater Connection Fees		13,564,923	36,695,297	
Wastewater Usage Fees			7,328,460	
Salaries and Benefits	(286,013)	(561,092)	(769,712)	
Services and Supplies	(1,037,321)	(585,371)	(668,494)	
a. Net cash provided by (or used for) operating activities	(1,323,334)	12,418,460	42,585,551	-
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
b. Net cash provided by (or used for) noncapital financing activities	-	-	-	-
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
c. Net cash provided by (or used for) capital and related financing activities	-	-	-	-
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest Income	2,179	25,000	200,000	
Contributions From Member Entities	6,470,353	17,799,000	23,454,263	
Capital Expenditures (SCOP)	(1,424,346)	(11,323,898)	(22,016,056)	
d. Net cash provided by (or used in) investing activities	5,048,186	6,500,102	1,638,207	-
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	3,724,852	18,918,562	44,223,758	-
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	2,350,097	6,074,949	24,993,511	
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	6,074,949	24,993,511	69,217,269	-

Clean Water Coalition
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND: Clean Water Coalition

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

RESOLUTIONS:

R-37-2007 - Discussion and possible action on a Resolution to Augment and Amend the City of Las Vegas Fiscal Year 2007 General Fund Budget in the amount of \$17,000,000

Fiscal Impact

☐

No Impact

☒

Augmentation Required

☐

Budget Funds Available

Amount: \$17,000,000

Funding Source: General Fund

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

Augment and Amend the Fiscal Year 2007 General Fund Budget in the amount of \$17,000,000.

RECOMMENDATION:

Staff recommends approval of the augmentation and amendment to the General Fund Budget.

BACKUP DOCUMENTATION:

1. Resolution No. R-37-2007
2. Exhibit A - Revenues
3. Exhibit B - Expenditures

Motion made by GARY REESE to Approve

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

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

Minutes:

MARK VINCENT, Director of Finance and Business Services, stated that this \$17 million augmentation was generated from higher than anticipated beginning fund balances, from Fiscal Year '06 to Fiscal Year '07. About \$5 million of this amount will be earmarked for expenditures in the general fund, mainly in the area of public safety. The balance will go toward the capital projects fund for previously approved projects. Staff recommends approval.

RESOLUTION NO. R-37-2007

RESOLUTION TO AUGMENT AND AMEND THE FISCAL
YEAR 2007 GENERAL FUND BUDGET OF THE CITY OF
LAS VEGAS

WHEREAS, the resources of the General Fund are now determined to be \$570,409,704 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in the beginning fund balance in the Fiscal Year 2007 Budget for the General Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting and amending the Fiscal Year 2007 Budget for the purpose of effecting an increase in appropriations and transfers between functions to provide for expenditures and transfers out to other funds unplanned in original budget;

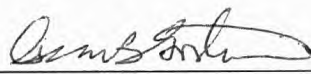
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 6th day of June, 2007, that the Fiscal Year 2007 Budget for the General Fund be increased from \$553,409,704 to \$570,409,704, and

BE IT FURTHER RESOLVED that additional expenditures totaling \$17,000,000, as itemized in Exhibit B, which is attached hereto, be approved and authorized; and

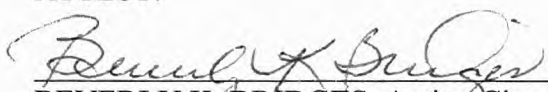
BE IT FURTHER RESOLVED that said augmentation and amendment as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was approved this 6TH day of June, 2007.

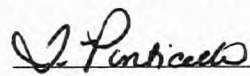
CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BEVERLY K. BRIDGES, Acting City Clerk

APPROVED AS TO FORM:

 5/23/07

CITY OF LAS VEGAS
FISCAL YEAR 2007
BUDGET AUGMENTATION and AMENDMENT- REVENUES
GENERAL FUND

	Current Budget	Adjustment	Augmented Budget
<u>TAXES</u>			
Ad Valorem Property Tax	\$ 104,133,800	\$	\$ 104,133,800
Room Tax	2,576,000		2,576,000
Subtotal	\$ 106,709,800	\$ 0	\$ 106,709,800
<u>LICENSES AND PERMITS</u>			
Business Licenses And Permits:			
Business Licenses	\$ 13,408,900	\$	\$ 13,408,900
Liquor Licenses	2,214,200		2,214,200
City Gaming Licenses	3,952,500		3,952,500
Franchise Fees:			
Gas Utility	8,152,300		8,152,300
Electric Utility	27,054,100		27,054,100
Sanitation Utility	3,340,000		3,340,000
Telephone Utility	10,847,900		10,847,900
Garbage Collection	3,520,600		3,520,600
Cable Television	2,927,200		2,927,200
Ambulance	356,500		356,500
Nonbusiness Licenses And Permits:			
Animal Permits	8,000		8,000
Building Permits	3,570,000		3,570,000
Offsite Permits	2,500,000		2,500,000
Subtotal	\$ 81,852,200	\$ 0	\$ 81,852,200
<u>INTERGOVERNMENTAL REVENUES</u>			
State Shared Revenues:			
Consolidated Tax	\$ 287,280,000	\$	\$ 287,280,000
Other Local Govt. Shared Revenues:			
County Gaming Licenses (City Share)	3,907,000		3,907,000
Other Local Government Revenues	873,300		873,300
Other Local Units PILOT	101,500		101,500
Subtotal	\$ 292,161,800	\$ 0	\$ 292,161,800

CITY OF LAS VEGAS
FISCAL YEAR 2007
BUDGET AUGMENTATION and AMENDMENT- REVENUES
GENERAL FUND

	Current Budget	Adjustment	Augmented Budget
<u>CHARGES FOR SERVICES</u>			
General Government:			
Intracity Reimbursable Fees	\$ 3,758,000	\$	\$ 3,758,000
Planning And Development Fees	879,830		879,830
Business License Application Fee	380,400		380,400
Other	324,700		324,700
Judicial:			
Intracity Reimbursable Fees	310,000		310,000
Financial Counseling Fees	1,307,000		1,307,000
Court Counseling Fees	725,000		725,000
Traffic School Fees	83,000		83,000
Assessment School Fees	1,575,000		1,575,000
Court Fees	30,000		30,000
Public Safety:			
Intracity Reimbursable Fees	203,600		203,600
EMS Transport	2,491,300		2,491,300
Inmate Housing	9,393,000		9,393,000
Other	305,000		305,000
Public Works:			
Intracity Reimbursable Fees	2,931,000		2,931,000
Other	220,000		220,000
Health:			
Animal Shelter Fees	8,500		8,500
Culture And Recreation:			
Intracity Reimbursable Fees	20,000		20,000
Theater Admissions	98,460		98,460
Swimming Pool Fees	200,000		200,000
Softball Fees	300,000		300,000
Recreation Fees	1,927,006		1,927,006
Other	156,300		156,300
Economic Development And Assistance:			
Intracity Reimbursable Fees	155,000		155,000
Other			-
Transit Systems:			
Transport Fees	352,700		352,700
Subtotal	\$ 28,134,796	\$ 0	\$ 28,134,796

CITY OF LAS VEGAS
FISCAL YEAR 2007
BUDGET AUGMENTATION and AMENDMENT- REVENUES
GENERAL FUND

	Current Budget	Adjustment	Augmented Budget
<u>FINES AND FORFEITS</u>			
Court Fines	\$ 15,105,457	\$	\$ 15,105,457
Forfeited Bail	450,793		450,793
Subtotal	\$ 15,556,250	\$ 0	\$ 15,556,250
<u>MISCELLANEOUS</u>			
Interest Earnings	\$ 1,365,000	\$	\$ 1,365,000
Rents And Royalties	1,204,000		1,204,000
Contributions & Donations	76,250		76,250
Other	485,750		485,750
Subtotal	\$ 3,131,000	\$ 0	\$ 3,131,000
<u>SUBTOTAL REVENUES</u>	\$ 527,545,846	\$ 0	\$ 527,545,846
<u>OTHER FINANCING SOURCES</u>			
Transfers In:			
Special Revenue Funds	\$ 11,877,666	\$	\$ 11,877,666
Enterprise Funds	1,000,000		1,000,000
Subtotal	\$ 12,877,666	\$ 0	\$ 12,877,666
<u>SUBTOTAL REVENUES AND OTHER FINANCING SOURCES</u>	\$ 540,423,512	\$ 0	\$ 540,423,512
<u>BEGINNING FUND BALANCE</u>	\$ 80,229,064	\$ 17,000,000	\$ 97,229,064
<u>TOTAL RESOURCES</u>	\$ 620,652,576	\$ 17,000,000	\$ 637,652,576

CITY OF LAS VEGAS
FISCAL YEAR 2007
BUDGET AUGMENTATION and AMENDMENT- EXPENDITURES
GENERAL FUND

	Current Budget	Adjustment	Augmented Budget
<u>GENERAL GOVERNMENT</u>			
City Council	\$ 3,741,613	\$	\$ 3,741,613
City Clerk	3,150,273		3,150,273
City Manager	5,439,965	450,000	5,889,965
City Attorney	4,712,120	1,400,000	6,112,120
Human Resources	5,277,220		5,277,220
Finance and Business Services	10,565,959		10,565,959
Internal Audit	1,153,445		1,153,445
Architectural Services	2,402,144		2,402,144
Planning And Development	7,062,408		7,062,408
Information Technologies	11,723,478		11,723,478
Purchasing & Contracts	3,263,670		3,263,670
Facilities Management	14,038,715	(200,000)	13,838,715
Field Operations - Admin	561,550	100,000	661,550
Utilities	20,224,000	(1,000,000)	19,224,000
Non-Departmental	6,300,000	(1,150,000)	5,150,000
Subtotal	\$ 99,616,560	\$ (400,000)	\$ 99,216,560
<u>JUDICIAL</u>			
Municipal Courts	\$ 19,051,372	\$	\$ 19,051,372
Public Defender	485,296		485,296
City Attorney - Criminal	4,756,901		4,756,901
Alternative Sentencing & Education	4,217,287		4,217,287
Subtotal	\$ 28,510,856	\$ 0	\$ 28,510,856
<u>PUBLIC SAFETY</u>			
Metropolitan Police	\$ 129,960,148	\$	\$ 129,960,148
City Marshals	10,239,520	900,000	11,139,520
Fire Services	102,858,610	4,500,000	107,358,610
Detention And Correctional Services	49,348,084		49,348,084
Neighborhood Response	3,205,579		3,205,579
Traffic Engineering	15,247,129		15,247,129
Subtotal	\$ 310,859,070	\$ 5,400,000	\$ 316,259,070
<u>PUBLIC WORKS</u>			
Administration	\$ 1,150,759	\$	\$ 1,150,759
Engineering & Planning	18,724,938		18,724,938
Street Maintenance	2,176,183		2,176,183
Subtotal	\$ 22,051,880	\$ 0	\$ 22,051,880

CITY OF LAS VEGAS
FISCAL YEAR 2007
BUDGET AUGMENTATION and AMENDMENT- EXPENDITURES
GENERAL FUND

	Current Budget	Adjustment	Augmented Budget
<u>HEALTH</u>			
Animal Control	\$ 2,756,952	\$	\$ 2,756,952
Woodlawn Cemetary	70,000		70,000
Communicable Disease Control	50,000		50,000
Subtotal	\$ 2,876,952	\$ 0	\$ 2,876,952
<u>CULTURE AND RECREATION</u>			
Administration	\$ 2,802,095	\$ 1,800,000	\$ 4,602,095
Recreation	16,898,569	(500,000)	16,398,569
Cultural And Community Affairs	6,588,862	(550,000)	6,038,862
Parks And Open Spaces	18,156,781	(750,000)	17,406,781
Senior Citizen Activities	3,178,352		3,178,352
Subtotal	\$ 47,624,659	\$ 0	\$ 47,624,659
<u>ECONOMIC DEVELOPMENT AND ASSISTANCE</u>			
Office of Business Development	717,779	195,000	912,779
Office of Neighborhood Services	7,788,270	(195,000)	7,593,270
Subtotal	\$ 8,506,049	\$ 0	\$ 8,506,049
<u>TRANSIT SYSTEMS</u>			
Transportation Services	\$ 1,495,630	\$	\$ 1,495,630
Subtotal	\$ 1,495,630	\$ 0	\$ 1,495,630
<u>SUBTOTAL EXPENDITURES</u>	\$ 521,541,656	\$ 5,000,000	\$ 526,541,656
<u>OTHER USES</u>			
Transfers Out:			
Special Revenue Funds	\$ 1,458,037	\$	\$ 1,458,037
Capital Projects Fund	13,000,000	12,500,000	25,500,000
Debt Service Fund	16,410,011	(500,000)	15,910,011
Enterprise Funds	1,000,000		1,000,000
Subtotal	\$ 31,868,048	\$ 12,000,000	\$ 43,868,048
<u>SUBTOTAL EXPENDITURES AND OTHER USES</u>	\$ 553,409,704	\$ 17,000,000	\$ 570,409,704
<u>UNAPPROPRIATED ENDING FUND BALANCE</u>	\$ 67,242,872	\$	\$ 67,242,872
<u>TOTAL</u>	\$ 620,652,576	\$ 17,000,000	\$ 637,652,576

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS:

**HISTORIC PRESERVATION COMMISSION – Andrew Kirk, Term Expiration 6/18/2007
(Resigned)**

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The Historic Preservation Commission is comprised of members filling nine different categories. Terms are for four years, with no limit to the number of terms that may be served and unexpired must be filled, if appropriate. Mr. Kirk (representing Category 5 - Representative of a Recognized Local Historic Preservation Association or Historic Preservation Interest Group seat) has resigned. This appointment will be effective June 18, 2007.

The Planning Department and Commissioner Bob Stoldal, Chairman of the Historic Preservation Commission, recommends Mr. Greg Seymour to fill this seat.

RECOMMENDATION:

Procedure for this Commission requires appointment by the City Council.

Options are:

Appoint Mr. Seymour or another recommendation to fill this Category 5 - Representative of a Recognized Local Historic Preservation Association or Historic Preservation Interest Group seat.

BACKUP DOCUMENTATION:

1. Current Listing and Authority
2. Memo from Margo Wheeler, Director, Planning and Development
3. Letter of Resignation from Andrew Kirk
4. Letter of Recommendation from Commissioner Bob Stoldal
5. Resume for Mr. Greg Seymour

Motion made by OSCAR B. GOODMAN to Approve to Appoint Gregory Richard Seymour (Goodman's recommendation), 2880 E. Flamingo Road, Ste. G, Las Vegas, Nevada 89121

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

CITY COUNCIL MEETING OF: JUNE 6, 2007

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

Minutes:

COUNCILMAN ROSS noted that he heard that the Historic Preservation Commission is the best in Nevada.



HISTORIC PRESERVATION COMMISSION

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
CATEGORY 1 - EXPERIENCED IN ARCHITECTURE				
KLENK, PATRICK J. (Mayor's recommendation) (Reese's reappointment recommendation)	Westar Architectural Group 701 Bridger, Ste. #400	89101	4/27/1998 (Reappt. 12-5-2001) (Reappt. 12-7-2005)	12/31/2009
CATEGORY 2 - EXPERIENCED IN URBAN DESIGN OR PLANNING				
VELTMAN, JAMES (Reese's reappointment recommendation)	1601 S. Rainbow, Ste. 250	89146	3/20/2002 (Eff. 3/23/2002) (Reappt. 3-15-2006)	3/23/2010
CATEGORY 3 - EXPERIENCED IN BUILDING CONSTRUCTION				
CUPPETT, H. RICHARD (Reese's recommendation)	7736 Tinted Mesa Court	89149	9/19/2001 (Reapp. 9-7-2005)	9/19/2009
CATEGORY 4 - EXPERIENCED IN REAL ESTATE PROFESSION				
AIKENS, RAYMOND (Filled Unexpired Term Felix DeHerrera Mayor Goodman's recommendation)	5909 W. Gowan.	89108	3/16/2005 (Reapp. 2-7-2007)	3/8/2011
CATEGORY 5 - REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP				
KIRK, ANDREW G. (Goodman's recommendation)	4505 Maryland Pkwy. UNLV, Assistant Professor	89154	6/18/2003	6/18/2007
CATEGORY 6 - EXPERIENCED IN NEVADA HISTORY				
WRIGHT, DOROTHY (Reese's reappointment recommendation)	5711 Alfred Drive	89108	3/24/1997 (Reapp. 3-7-2001) (Reapp. 3-2-2005)	3/24/2009
CATEGORY 7 - ALL MEMBERS IN CATEGORY 7 SERVE AS CITIZENS-AT-LARGE UNTIL THEY REPRESENT A HISTORIC DISTRICT DESIGNATION. WHEN THEY REPRESENT A DESIGNATED HISTORIC DISTRICT, THEY MUST EITHER OWN PROPERTY OR RESIDE WITHIN THAT DISTRICT.				
1. HAUSCH, MARY JOHN S. PARK HISTORIC DISTRICT DESIGNATION (Reese's reappointment recommendation)	1139 South Fifth Place	89104	2/24/1997 (Eff. 3/6/1997) (Reapp. 3/7/2001) (Reapp. 3/2/2005)	3/6/2009
2. WHITE, CLAYTEE (Historic Preservation Commission appointment recommendation)	2977 Calle Del Valle	89120	5/17/2006	5/17/2010
3. BELLIS, ROBERT (Reese's reappointment recommendation) (Replaced Alice Key)	1269 S. 8th Street	89104	3/8/2001 (Eff. 3/23/2002) (Reapp. 3/20/2002) (Reapp. 3/15/2006)	3/23/2010
4. WHITE, JANET RUTH (Reese's Recommendation) (Replaced Richard Segerblom)	4611 Krissylouise Way, Apt. D	89121	3/8/2001 (Reapp. 2/5/2003) (Reapp. 2/21/2007)	3/6/2011
5. STOLDAL, BOB (Mayor's recommendation) (Reese's reappointment recommendation)	7758 Willow Cove Circle	89129	4/27/1998 (Reappt. 12-5-2001) (Reappt. 12-7-2005)	12/31/2009

CATEGORY 8 - DIRECTOR OF PLANNING & DEVELOPMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS

WHEELER, MARGO (Director)	Development Services Center	
(Replaced Bob Genzer)	731 South 4 th Street	89101
MOONEY, COURTNEY (Designee)	Development Services Center	
	731 South 4 th Street	89101

CATEGORY 9 - DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE

MILLMAN, DAVID (Acting Director)	Nevada State Museum & Historical Society	
	700 Twin Lakes Drive	89107

AUTHORITY: Bill No. 2005-2, Ord. 5747 adopted 2-2-2005 eliminates the term limits of voting members of this committee. Created by Ordinance 3557, Bill 90-39, adopted 2-20-91; Replaced by Ordinance 5043, Bill 97-95, adopted 12-15-97; Amended by Ordinance 5049, Bill 98-9, adopted 2-9-98, Amended by Ordinance 5267, Bill 2000-79, adopted 11-1-2000. Amended by Ordinance 5346, Bill 2001-70, adopted 8-1-2001.

MEMBERS: 13 members
11 members appointed by the City Council; and
Two ex-officio representatives: Director, Planning and Development Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

Category

- 1 **EXPERIENCED IN ARCHITECTURE** (i.e. architect, art historian or historic preservation architect)
- 2 **EXPERIENCED IN URBAN DESIGN OR PLANNING** (i.e. urban designer, planner or landscape architect)
- 3 **EXPERIENCED IN BUILDING CONSTRUCTION** (i.e. building contractor or structural engineer)
- 4 **EXPERIENCED IN REAL ESTATE PROFESSION** (i.e. real estate developer, appraiser or broker)
- 5 **REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP**
- 6 **EXPERIENCED IN NEVADA HISTORY** (i.e. historian or archaeologist)
- 7 **5 MEMBERS CITIZENS-AT-LARGE** (AFTER HISTORIC DISTRICT DESIGNATION, SHALL BE FILLED BY A PERSON OWNING PROPERTY AND RESIDING WITHIN THE HISTORIC DISTRICT, IF A PERSON SO QUALIFIED IS AVAILABLE TO SERVE. IF NO SUCH PERSON IS AVAILABLE, A PERSON WHO OWNS REAL PROPERTY WITHIN THE HISTORIC DISTRICT MAY FILL THAT POSITION. IF MORE THAN FIVE HISTORIC DISTRICTS HAVE BEEN DESIGNATED AS SUCH PURSUANT TO THIS SUBCHAPTER, THE CITY COUNCIL SHALL DETERMINE WHICH FIVE OF THE HISTORIC DISTRICTS ARE TO BE REPRESENTED ON THE HPC)
- 8 **DIRECTOR OF PLANNING & DEVELOPMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS (ex-officio)**
- 9 **DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)**

TERM: 4 years.

NOTES: Must fill unexpired terms if appropriate.
Each member must have a demonstrated interest in or knowledge of:

- a) The history of the City of Las Vegas
- b) Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

Under Ordinance 5043, the two (2) additional Historic Preservation Commission seats have initial term expirations of 12/31/2001

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

NOTE: Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4TH Wednesday - 12:15 P.M. - 731 South 4th Street, Except 3rd Wednesday in November & December

INTER - OFFICE M E M O R A N D U M

April 26, 2007

TO:

Beverly Bridges, Acting City Clerk

FROM:

M. Margo Wheeler, Director, Planning &
Development

SUBJECT:

Historic Preservation Commissioner Andy Kirk

COPIES TO:

Courtney Mooney, Historic Preservation
Officer

Andrew Kirk's term of office for the Historic Preservation Commission will expire on June 18, 2007. Unfortunately, scheduling conflicts have rendered him unable to continue, and he has submitted a letter of resignation (attached).

Mr. Kirk served in the Category 5, Representative of a Recognized Local Historic Preservation Association or Historic Preservation Interest Group seat. Terms are 4 years, with no limit to the number of terms.

The Historic Preservation Commission has recommended Gregory Seymour, president of the Nevada Archaeological Association (NAA), and board member of Preserve Nevada, as a replacement for Mr. Kirk in Category 5. Both the NAA and Preserve Nevada are recognized local historic preservation associations and historic preservation interest groups. The HPC has expressed much interest in the past in having an archaeologist as part of the commission. A letter of recommendation by the HPC for Mr. Seymour, and Mr. Seymour's resume are also attached to this memo.

The Planning and Development Department supports the recommendation of Greg Seymour.

If you need additional information, please contact Courtney Mooney at 229-5260.

MW:cm

RECEIVED
CITY CLERK
2007 APR 27 P 1:29



4/25/07

To: Chairman Bob Stoldal
From: Commissioner Andy Kirk
Re: Resignation from the board

Dear Bob,

It is with regret that I must tender my resignation to the Las Vegas Historic Preservation Commission. My four years on the board have been a wonderful learning experience that has shaped my work, my teaching, and my understanding of my community.

I am resigning now because of significant changes in my work schedule that directly conflict with my ability to regularly attend commission meetings. I also feel that after four years my seat would be better occupied by another representative from a local preservation organization that could bolster the work of their group by participating in the Commission. One of the things I learned during my time on the board is how important it is to include new members so that the preservation community can continue to grow. This was the message I took away from our wonderful "CAMP" meeting that Courtney organized.

You should know that I am, of course, at the Commission's disposal for any help or advice on specific issues that I might offer in the future. I think that the board might want to consider some ex officio status for board members who retire from active board duty but remain committed to work in the larger preservation community and would be willing to periodically participate in Commission activities as needed.

It has been an honor to represent the community on this wonderful board. During my time on the Commission I have seen concrete changes in the way historic preservation is represented in the community and know that as the Commission evolves and adds new members this trend will only increase.

I want to thank you specifically Bob for all of your excellent work on behalf of our community. You are the kind of leader that every city needs to meet the challenges of reconciling progress and preservation.

Sincerely,

A handwritten signature in dark ink, appearing to read "Andy Kirk", written in a cursive style.

Andy Kirk
Commissioner

cc: Courtney Mooney

April 26, 2007

Las Vegas City Council
City Hall, Tenth Floor
400 Stewart Avenue
Las Vegas, NV 89101

Re: Historic Preservation Commission – Recommendation for Appointment

Dear Councilmembers:

Andrew Kirk's term of office for the Historic Preservation Commission (HPC) will expire on June 18, 2007. Much to the regret of all parties, the Historic Preservation Commission has accepted his resignation, effective April 25, 2007. Mr. Kirk has been a valuable member of the commission; however, schedule conflicts prevent him from attending on a regular basis.

The HPC would like to recommend Gregory Seymour, board member of Preserve Nevada, and president of the Nevada Archaeological Association (NAA), as a replacement for Mr. Kirk in Category 5. Both the NAA and Preserve Nevada are recognized local historic preservation associations and historic preservation interest groups.

Gregory R. Seymour has more than 25 years of experience as an archaeologist in the Great Basin and Southwest regions of the United States. He has completed numerous historic preservation projects restoring or stabilizing Mexican Period adobes in California, Civilian Conservation Corps and Ranching period structures in Nevada and Arizona. He is now the Principal Investigator and Co-Branch Manager for the Las Vegas office of Far Western Anthropological Research Group, Inc.

The HPC has expressed the desire to extend their knowledge of archaeological resources, and at this time, there is no one on the commission with archaeological experience. Mr. Seymour's experience and knowledge will contribute greatly to the commission when considering the city's archaeological and historic resources.

We respectfully request that you to approve this recommendation.

Sincerely,



Bob Stoldal, Chairman
Historic Preservation Commission



HISTORIC
PRESERVATION
OFFICE

Gregory Richard Seymour

CURRENT POSITION

- ❖ 2006 – Present **Co-Director Virgin Branch Office**
Far Western Anthropological Research Group, Inc.

EDUCATION

- ❖ 1997 M.A. in Archaeology, University of Nevada, Las Vegas
- ❖ 1983 B.A. in Anthropology, San Diego State University

PROFESSIONAL ORGANIZATIONS

- ❖ Mojave-Southern Great Basin Resource Advisory Council, Bureau of Land Management, 2006-2009
- ❖ Preserve Nevada – Board of Directors, 2000 to present
- ❖ Nevada Archaeological Association – President (2006)/Board of Directors and Liaison (2004 – 2006)
- ❖ Nevada Rock Art Foundation
- ❖ Arizona Archaeological and Historical Society
- ❖ Society for California Archaeology
- ❖ Register of Professional Archaeologists (RPA)
- ❖ Society for American Archaeology

PROFESSIONAL EXPERIENCE

1992-2006

Independent Projects

- Historic Bonita Creek Survey: Identify and inventory historic resources under BLM jurisdiction along Bonita Creek, Graham County, Arizona, including Old Lady Gay Historic Ranch.
- Historic building assessments in the Dos Cabezas Wilderness Area, Muleshoe Ranch, and Bonita Creek area, southeast Arizona; Griswold Cabins in Lincoln County, Nevada.
- Selected studies also include a reassessment of Pyramid Gray sherds from Willow Beach, Arizona, analysis of sherds from Von Trigger and Rustler Rockshelters and Joshua Tree National Park in the central Mojave, and multiple sites in southern Nevada.

1999-2006

Research Manager (2003-2006), the Springs Preserve, Las Vegas Valley Water District, Southern Nevada Water Authority [Development Manager 2001-2003, Acting Manager 2000-2001, Archaeologist/Principal Investigator 1999-2000]

General Responsibilities

- Oversee Guest Services/Events Division, the Education Division, and the Research Division of the LVSP, comprised of Biologists, Restoration Ecologists, and Archaeologists.
- Serve as principal resource manager for Springs Preserve development, identifying research needs, establish collections management program, develop and maintain working relationships with various Native American groups.

- Design and implement the Preserve's Cultural Resource Management Plan (CRMP).
- Hire and oversee consultants on projects in southern Nevada. Develop proposals, work plans, report reviews, and field inspections.
- Council the LVVWD and SNWA on NHPA, Section 106, 4(f), and NEPA compliance and documentation in consultation between Nevada SHPO, Advisory Council on Historic Preservation, Federal Highways Administration, Nevada Department of Transportation, Bureau of Land Management, Bureau of Reclamation, and US Forest Service.

Accomplishments

- Prepared updated National Register nomination for the Las Vegas Springs (26CK948 and 26CK949) as a historic cultural landscape.
- Created oral history program and Native American consultation for the Preserve.
- Designed and implemented a Public archaeology program at the Preserve with yearly culture history fair in conjunction with National Historic Preservation Week and the Nevada State Preservation month, pottery making and firing classes, children's archaeology dig and a lecture series.
- Obtained and implemented Nevada Commission on Cultural Affairs grants that restored the Little Springhouse, historic Chicken Coop, and Settling Basin.
- Excavated historic and prehistoric archaeological resources at the Preserve, and interdisciplinary excavations at Burnt Rock Spring Mound.

1997-1999

Senior Prehistoric Archaeologist, Harry Reid Center
for Environmental Studies, University of Nevada, Las Vegas

- General responsibilities included directing and managing archaeological excavations and inventories, developing budgets, conducting research, preparing documentation, report review and editing NRHP evaluations, obtain and maintain permits.
- Prepared Bureau of Reclamation/UNLV Regional Ceramic Type Collection of ceramic wares and types found in southern Nevada including Puebloan Gray and Red Wares, Patayan Buff and Brown Wares, Southern Paiute Brown Ware, and selected trade wares from Northern Arizona. Collections stored at the Bureau of Reclamation, Boulder City, and the Harry Reid Center, UNLV.
- Excavated several southern Nevada rockshelters, including Eastside (26CK5842) near Lake Mead, Mended Basket (26CK4038) southwest of Las Vegas, and a pre/protohistoric rockshelter roasting pit complex (26CK4908) west of Las Vegas.
- Stabilized and restored five stone-masonry buildings at the historic CCC Sanchez Camp (SCS-11-A), on BLM lands, in southeastern Arizona.

1995-1997

Research Assistant, Department of Anthropology,
University of Nevada, Las Vegas

- Lecturing, grading, teaching research methods
- Taught field and laboratory classes at the historic St. Joseph Mormon Fort and a Virgin Anasazi village on the Muddy River
- Volunteer, department representative for the Graduate Student Association (spring and fall 1996)

1995-1997

Project Manager, Lone Mountain Archaeological Services, Inc.,
Albuquerque, New Mexico

- Implemented and managed projects in Nevada, and New Mexico; directed up to 10 employees; prepared CRM proposals, research designs and work plans for NHPA Section 106 compliance.
- Sandoval County Landfill Project, supervised field investigations/evaluation of 11 Archaic/Ceramic Period sites, Rio Grande Valley, central New Mexico.
- Multiple small-scale (< 200-acre) inventories in Santa Fe County, New Mexico.
- Black Mountain Survey, directed 4,500 acres near Las Vegas, Nevada

1988-1995

Project Manager, SWCA Environmental Consultants, Inc., Tucson, Arizona

General Responsibilities

- Coordinated archaeology program for the Las Vegas office, managed and implemented projects and research in the Tucson office, supervised projects from the Flagstaff office.
- Worked throughout the Southwest in all major culture areas, conducting research, developed budgets, marketing, and proposals; authored reports on directed projects; directed up to 20 employees.
- Completed historic architecture studies including evaluation, restoration/rehabilitation, and interpretive/management plans.
- Excavated historic and prehistoric sites, large and small; Class I, II and III cultural resource inventories; conducted NRHP evaluations and mitigation/data recoveries throughout Arizona, California, Nevada, New Mexico, and western Texas.

Selected Projects

- Topock Project, managed and directed a 9,372 acre Class II survey and data recovery of six sites on BLM lands in western Arizona.
- Las Vegas Wash Wetlands Overview. Direct Class I overview of 4,500-acre study area.
- Civilian Conservation Corps Overview. Developed historical overview and management recommendations for 15 CCC camps in southeastern Arizona for the BLM.
- Bonita Creek Stone Cabin. Developed and implemented reconstruction plan and architectural evaluation for this historic building, Graham County, Arizona.
- Elephant Butte and El Paso Canal Survey. Coordinated survey of 180 miles of Bureau of Reclamation canals from Hatch, New Mexico to south of El Paso, Texas.
- Sanchez Copper Project. Directed 4,000 acre survey, developed and implemented data recovery plan for 38 prehistoric and historic sites on the upper Gila River, Arizona.
- Sanchez Copper Project, II. Conducted archival research and informant interviews regarding Sanchez Camp, SCS-11-A, a Civilian Conservation Corps camp in Graham County, Arizona.
- Tohonitsa Timber Sale. Directed survey of 14,000 acres on Navajo Nation lands in San Juan and McKinley counties, New Mexico.
- Barry M. Goldwater Archaeological Inventory. Designed, implemented, and managed Class II survey of 17,600 acres in eastern Papagueria, Arizona.
- Phoenix Sky Harbor Excavation. Supervised evaluation of a Hohokam hamlet and adjacent canal systems.
- San Pedro Valley Data Recovery. Directed mitigation of six Archaic through late period Hohokam sites, San Pedro Valley, southern Arizona.
- Brown Homestead Data Recovery and Architectural Analysis, Excavated historic homestead on the Middle Agua Fria River, Yavapai County, Arizona.

- 1987 Restoration Technician/Archaeologist, Office of the State Archaeologist, Sacramento, California
- Implemented archaeological monitoring and excavation projects in conjunction with historic building restoration.
 - Restored/rehabilitated Spanish/Mexican period adobes, stone masonry, and wood structures.
 - Manufactured and laid adobe block, plastering, and repairing/replacing wooden components at Santa Cruz Mission, the Mexican period Pedro Arena Adobe, and the Torrey Pines Adobe.
 - Constructed new park walkways, trails, and bridges for public access to park facilities and interpretive areas.
- 1986-1987 Archaeological Project Leader, Cultural Resource Management Section, Southern Region, California Department of Parks and Recreation, San Diego, California.
- Site evaluation and document preparation for the state prescribed burn plan. Excavation and survey in the southern region including Cuyamaca Rancho State Park, Anza-Borrego State Park, Picacho Recreation Area, and coastal state parks from San Diego to Point Conception. Immediate supervisor was Michael Sampson. Fulfilled two non-consecutive nine-month appointments.
- 1987 Crew Member. Dames and Moore, San Diego, California.
Site survey in southern California.
- 1985-1987 Crew Chief. Brian Mooney and Associates, San Diego, California.
Supervised field crews, conducted cultural resource surveys and data recoveries, at San Dieguito, La Jolla, Kumeyaii, Chumash, Patayan, and 19th and 20th century historic sites.
- 1983-1987 Crew Member. Recon and Westec Services, San Diego, California.
Site survey, recording, excavation, and artifact analysis of historic and prehistoric sites in coastal, mountain, and desert areas in southern California. Historic sites excavated include the Spanish period Johnson-Taylor Adobe, the Anglo period Morano Brick Kiln, and 40th Street Dump.
- 1985-1986 Field Supervisor. RBR Associates, San Diego, California.
Coordinated of field projects and supervised crews on site survey and recording, instrument mapping, and excavation of historic and prehistoric sites in southern California.
- 1983-1985 Crew Member. New World Research, Tucson, Arizona.
Archaeological site survey in the Tonto National Forest, Phoenix Valley, and excavation at the pre-classic Hohokam site, Ak Chin, Arizona.
- 1984-1985 Crew Member. SRA.
Survey and recording of historic and prehistoric sites in coastal and desert areas of San Diego County. South Coastal Information Center, San Diego. Maintained site files, conducted records search and archival research for cultural resource management companies in San Diego County.
- 1985 Crew Chief. ASM Affiliates, Inc., San Diego, California.
Implemented projects and supervised field crews on surveys and excavations throughout southern California.
- 1984-1985 Student Worker III, Environmental Services, San Diego County Department of Public Works, San Diego, California.
Archaeological site survey and excavation of archaeological sites including the Mexican period Rancho Guajome Adobe.
- 1983-1984 Crew Member. CALTRANS, San Diego, California.
Archaeological site survey and excavation in coastal, mountain, and desert areas of southern California.

- 1983 Volunteer. Arizona State Museum, Tucson, Arizona, Cultural Resource Management Division, Las Colinas project.
Excavation and mapping around the Classic period Hohokam Platform Mound 8.
- 1983-1985 Assistant Crew Chief and Research Assistant, San Diego State University, San Diego, California.
Training and supervising students in field methods and laboratory procedures at the Spanish period Ruiz Alvarado Adobe.
- 1981-1982 Graduate Research Assistant in Teaching. Department of Anthropology, San Diego State University, San Diego, California.
Training and supervising students in field methods in a field class at the Spanish period Ruiz Alvarado Adobe, evaluating student research projects, designing and teaching laboratory classes.

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- 2006 Results of Historic Building Condition Assessments for the Nine Mile Ranch AZ CC:15:91 (ASM) in the Dos Cabezas Mountains, Cochise County, Arizona
Submitted to the Safford Field Office, BLM and Arizona State Museum.

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- Seymour, G.R.
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- 1990 An Archaeological Survey of 1,320 Acres for the Proposed ASARCO Mine Tailings Impoundment Facilities Near Kelvin, Pinal County, Arizona. SWCA Environmental Consultants, Tucson, Arizona. On file at the BLM, Phoenix Field Office, Arizona.
- Greenwald D. H. and G.R. Seymour
- 1988 The Sharp Creek Materials Pit Survey: A Cultural Resources Inventory Survey on Tonto National Forest. SWCA Environmental Consultants, Flagstaff, Arizona. On file at the Tonto National Forest, Phoenix.
- Seymour, G.R.
- 1987 Archaeological Survey for the Dyar Springs Project Area, for the Prescribed Burn, Cuyamaca Rancho State Park. On file at California Department of Parks and Recreation, Southern Region, San Diego, California.
- 1987 Archaeological Survey of Cuyamaca State Park. On file at California Department of Parks and Recreation, Southern Region, San Diego, California.
- 1986 Archaeological Survey for the Middle Peak Prescribed Burn, Cuyamaca Rancho State Park. On file at California Department of Parks and Recreation, Southern Region, San Diego, California.
- 1986 Survey Results for a Proposed Trail Segment, Cuyamaca Rancho State Park. On file at California Department of Parks and Recreation, Southern Region, San Diego, California.
- 1986 An Archaeological Survey for the Proposed Green Valley Prescribed Burn, Cuyamaca Rancho State Park. On file at California Department of Parks and Recreation, Southern Region, San Diego.

PAPERS PRESENTED

- 2006 Archaeology at the Top of Nevada. Geodetic Surveys of 1878-1895. Presented at the Great Basin Anthropological Conference, Las Vegas, Nevada, October 2006.
- 2006 Ten to One: Betting on Pithouses in the Las Vegas Valley. Presented at the Great Basin Anthropological Conference, Las Vegas, Nevada, October 2006. With Heidi Roberts.
- 2006 Counting Sheep: One Family's Story in the Building of Nevada. Presented at the Great Basin Anthropological Conference, Las Vegas, Nevada, October 2006. With Douglass Merkler and Lois Alexander.
- 2006 Coordinator of Reconciling Historic Preservation with the Green Movement. Symposium presented at the Preserve Nevada Conference, Ely Nevada, September 2006.
- 2006 The Springs Preserve Project. Bring Historic Preservation and Sustainability to the Public. Presented at the Preserve Nevada Conference, Ely Nevada, September 2006.

- 2006 Counting Sheep: One Family's Story in the Building of Nevada. Presented at the Nevada Archaeological Association, Mesquite, Nevada. Spring 2006. With Douglass Merkler and Lois Alexander.
- 2006 Prehistoric Ceramic Workshop. UNLV Field Class, Drs. Barbara Roth and Claude Warren. March 25, 2006
- 2005 The Four Ps: Pueblos, Patayan, and Pots. Where are the Paiutes? Presented at the Three Corners Conference, Las Vegas, Nevada. October 15, 2005.
- 2005 From a Lump of Clay: Replicating Prehistoric Pottery in the Moapa Valley. Presented at the Three Corners Conference. Las Vegas, Nevada. October 15, 2005. With Eva Jensen, Nevada Department of Cultural Affairs, Lost City Museum, Overton, Nevada.
- 2005 The Las Vegas Springs, A Crossroads in the Mojave Desert. Presented at the Old Spanish Trail Association National Conference, Las Vegas, Nevada. June 2005. Senior author with Raymond Saumure.
- 2004-2005 Prehistoric Pottery Manufacture and Firing at the Lost City Museum, Overton Nevada. June 2004 and 2005. Instructor.
- 2005 Before Las Vegas, Who Was Here? Presented at the Springs Preserve Cultural History Fair. May 7, 2005.
- 2005 The Springs Preserve: Recent Research and Future Plans. North Las Vegas Kiwanis Club, May 2005.
- 2005 The Springs Preserve: Recent Research and Future Plans. Presented at the Nevada Archaeological Association Meetings, Tonopah, Nevada.
- 2005 Rock Rings and Cleared Circles, Perspectives from Yesterday and Today. Presented at the Society for American Archaeology, Salt Lake City. Spring 2005.
- 2005 The Las Vegas Railroad Cottages, The Beginnings of a Town. Las Vegas Rotary Club. February 2005.
- 2003 Extending the Western Frontier of the Virgin Branch of the Ancestral Pueblos: A Basketmaker III Pithouse in Las Vegas Nevada. Presented at the Society for American Archaeology, Spring 2003. Hal B Rager, Robert P. Hickerson, and Gregory R. Seymour.
- 2003 A Discussion about Current Issues of Lower Colorado Buff Ceramics. For the Arizona Site Stewards, Annual Meeting, Lake Havasu City, Arizona. May 3, 2003.
- 2002 Using Remote Sensing and GIS to Identify Potential Clay Sources for Topoc Buff Ware, Willow Beach, Arizona. Geological Society of America, Denver, Colorado. October 27-30, 2002. With Audrey H. Rager and Hal B. Rager.
- 2002 Prehistoric Settlement and Subsistence Strategies at Springs and Creeks in the Las Vegas Valley. Paper presented at the Spring-Fed Wetlands Conference sponsored by DRI and LVWD. May 2002. Senior author with Hal B. Rager.
- 2002 Prehistoric Settlement and Subsistence Strategies at Springs and Creeks in the Las Vegas Valley. Paper presented at the Nevada Archaeological Association Meetings. April 2002. Senior author with Hal B. Rager.
- 2002 Refining the Definition of Pyramid Gray, a Lower Colorado Buff Ware Ceramic. Society for American Archaeology, Denver, Colorado. April 2002. Senior author with Audrey H. Rager.
- 2001 History and Prehistory of the Northern Mojave Desert. MacDonald Ranch Senior Community Center. March and May 2001.
- 2001 Tales from the Black Mat: The Prehistory of Burnt Rock Spring Mound in the Northern Mojave Desert. Paper presented at the Society for American Archaeology. April 2001. Senior author with Hal B. Rager.

- 2001 Prehistoric Ceramic Workshop. Paper presented at the Nevada Archaeological Association Meetings. March 9 and 10, 2001.
- 2000 A Characterization of Las Vegas Valley Ceramic Assemblages. Great Basin Anthropological Conference, Logan, Utah. November 2000.
- 1999-2000 History and Prehistory of the Northern Mojave Desert. Presented to Leadership Las Vegas, Nevada. October 1999 and 2000.
- 1999 A Window to the Past. Quarterly lecture series at the Desert Demonstration Gardens, Las Vegas Valley Water District, Nevada.
- 1999 Big Springs Before the Spanish. Presented at the Old Spanish Trail Association National Conference, Las Vegas, Nevada. June 5, 1999.
- 1999 A Cultural Landscape at Big Springs. Presented at the Nevada Archaeological Association Meetings, Reno, Nevada. March 20, 1999.
- 1999 Jobs in Archaeology. A Presentation for Career Day at the University of Nevada, Las Vegas, Nevada. February 24, 1999.
- 1998 Prehistoric Archaeological Resources of Big Springs and the Las Vegas Valley. Presented at the Nevada Archaeological Awareness and Historical Preservation Week, Nevada State Museum, Las Vegas. May 16, 1998.
- 1998 Cultural and Historical Resources of the Big Springs Archaeological District. Presented at the Friends of Big Springs Lecture Series in the Marjorie Barrack Museum, University of Nevada, Las Vegas. December 8, 1997
- 1997 A Discussion of the State of Ceramic Typological Concepts in the Lower Colorado River Deserts. Paper presented at the Palm Desert Inn in Twenty-Nine Palms, California. August 2, 1997.
- 1996 The Sanchez Project: Archaeological Investigations in the Safford Valley, Southeastern Arizona. Paper presented at the Society for American Archaeology Meetings, New Orleans, Louisiana. April 11-14, 1996. Senior author with David P. Doak and Richard V. N. Ahlstrom.
- 1996 Assigning Geographic Origins to Ceramics at RIV-1950. Paper presented at the Society for California Archaeology Annual Meeting, Bakersfield, California. April 3-7, 1996.
- 1993 Prehistoric Agriculture on the Sanchez Copper Project Study Area. Paper presented at the Cochise Chapter of the Arizona Archeological and Historical Society. August 1993.
- 1992 The Civilian Conservation Corps in Graham County. Paper presented at the Dedication of the Back Country Byway Celebration. Spring 1992.
- 1992 Historic Archaeology of Bonita Creek, Arizona. Paper presented at the Cochise Chapter of the Arizona Archeological and Historical Society. May 1992.

AWARDS AND HONORS

- ❖ 1997 Lambda Alpha National Collegiate Honor Society
- ❖ 1997 Graduate Student Association Grant, UNLV
- ❖ 1996 Rocchio Scholarship, College of Liberal Arts, University of Nevada, Las Vegas
- ❖ 1996 Phi Kappa Phi Honors Award
- ❖ 1996 Graduate Student Association Grant, UNLV
- ❖ 1994 Appreciation Award, Safford District BLM Volunteer Program
- ❖ 1979 Grant and Honors, Grossmont College, San Diego, California.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

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

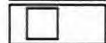
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount: \$481,000

Funding Source: SID assessments in the respective district

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

In accordance with the Nevada Consolidated Local Improvements Law (NRS Chapter 271), the City intends to issue a registered local improvement district bond in connection with the acquisition of public improvements for property that is subject to Special Improvement District 1490. The principal amount of the bond will not exceed \$481,000 and will not constitute a debt of the City.

RECOMMENDATION:

ADOPTION at 6/6/2007 City Council meeting pursuant to the 6/5/2007 Recommending Committee.

First Reading – 5/16/2007; First Publication – 5/25/2007

BACKUP DOCUMENTATION:

Bill No. 2007-21

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:

Second Reading and bill adopted as recommended as Ordinance No. 5907. Clerk to proceed with second publication.

Summary - An ordinance authorizing a local improvement bond for the City of Las Vegas, Nevada, District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road) in the aggregate principal amount of not to exceed \$481,000, and providing other matters related thereto.

BILL NO. 2007-21
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A REGISTERED LOCAL IMPROVEMENT DISTRICT BOND, SERIES 2007, FOR THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1490 – TENAYA WAY (NORTHERN BELTWAY TO ELKHORN ROAD) TO FINANCE THE CONSTRUCTION OF LOCAL IMPROVEMENTS AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Las Vegas in the State of Nevada (the “City” and “State,” respectively) is a political subdivision of the State, duly organized and operating as a city under the provisions of Nevada Revised Statutes (“NRS”) Chapter 268 and an act entitled “AN ACT incorporating the City of Las Vegas, in Clark County, Nevada, under a new charter; defining the boundaries thereof; and providing other matters properly relating thereto,” cited as Chapter 517, Statutes of Nevada 1983 (the “Charter”), and all laws amendatory thereof; and

WHEREAS, the City Council of the City (the “Council”), pursuant to an ordinance heretofore passed and adopted (the “District Ordinance”), created the City of Las Vegas, Nevada, Special Improvement District No. 1490 – Tenaya Way (Northern Beltway to Elkhorn Road) (the “District”), ordered the acquisition of certain local improvements for the District (the “Project”) and determined to defray a portion of the entire cost and expense of such improvements by special assessments, according to benefits, against the benefitted lots, tracts and parcels of land in the District; and

WHEREAS, the Council has by an ordinance heretofore passed and adopted (the “Assessment Ordinance”) levied assessments against the property benefitted by the Project; and

WHEREAS, the Council and the officers of the City have determined, and do hereby determine, that it is necessary and in the best interests of the City and the inhabitants thereof that the City issue its registered local improvement bond in an aggregate principal amount not exceeding the aggregate principal amount of such assessments levied against properties in the District as remains payable in installments on the date of delivery of the bond, except as otherwise provided in Nevada Revised Statutes (“NRS”) 271.360; and

WHEREAS, the Council has elected, and hereby elects, to have Chapter 348 of NRS apply to the bond issued for the District; and

WHEREAS, the bond issued for the District is to bear interest at the rate or rates per annum provided in the bond purchase proposal submitted by the initial purchaser (the "Purchaser") and accepted by the City Director of Finance and Business Services (the "Finance Director"), which rate must not exceed by more than 3% of the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time bids were received for the bond, and is to be sold at a price equal to the principal amount thereof, plus accrued interest to the date of delivery of the bond, less a discount not exceeding 9% of the principal amount thereof, all as specified by the Finance Director in a certificate dated on or before the date of delivery of the bond (the "Certificate of the Finance Director"); and

WHEREAS, the Council has previously established a Local Improvement District Special Surplus and Deficiency Fund (the "Surplus and Deficiency Fund"), in accordance with NRS 271.428.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA, DOES ORDAIN:

Section 1. This ordinance shall be known as and may be cited by the short title "District No. 1490 Bond Ordinance" (this "Ordinance").

Section 2. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers of the City (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the construction and acquisition of the Project, the performing of all prerequisites to the levying of special assessments and to fixing the assessment lien against the properties in the District, including, without limitation, the passage and adoption of the Creation Ordinance and the Assessment Ordinance, and the issuance of its local improvement bond hereby authorized in the aggregate principal amount of not to exceed \$481,000 (the "Bond") and the sale of the Bond to the Purchaser, is ratified, approved and confirmed, including, without limitation, the distribution of the Request for Proposals for the purchase of the Bond. Pursuant to NRS 350.165, the Finance Director is authorized to accept the bond purchase proposal for the Bond and to execute and deliver the Certificate of the Finance Director specifying the items required by this Ordinance.

Section 3. The City covenants to receive, collect and enforce the payment of all assessments made and levied for the Project, and all installments thereof, all interest thereon, and all penalties accrued, as provided by law and in the same manner and at the same time or times as prescribed by the Assessment Ordinance and this Ordinance, and to pay and disburse said payments, the installments thereof, the interest thereon, and the penalties thereto, to any person or persons lawfully entitled thereto.

Section 4. The City Treasurer of the City (the "City Treasurer") is hereby authorized, empowered and directed to receive and collect all assessments levied to pay the cost of the Project, the installments thereof, the interest thereon (at a rate to be determined), and the penalties accrued, at the time and in the manner specified in the Assessment Ordinance, and to pay and disburse such payments to the person or persons lawfully entitled to receive the same, in accordance with the ordinances and resolutions of the City heretofore or to be hereafter adopted. Except as provided in NRS 271.360 concerning assessments for which a hardship determination

has been made, all moneys received from the assessments levied in the District after the cash period provided in the Assessment Ordinance, both principal and interest, shall be placed in a separate fund to be designated the "City of Las Vegas, Nevada, District No. 1490 Bond Fund" (the "Bond Fund"), and shall be used as soon as the funds are available for the purpose of paying the principal of and the interest on the Bond, and for no other purpose whatsoever, and as security for such payment, the Bond Fund is hereby exclusively pledged except as otherwise specifically provided herein. The City Treasurer is also authorized, empowered and directed to receive and collect surplus local improvement district moneys, if any, pursuant to NRS 271.428 and to place all said surplus moneys, except as otherwise required by NRS 271.429, in the Surplus and Deficiency Fund, and to disburse therefrom said moneys for the payment of the interest on and the principal of the City's special or local improvement district bonds, including the Bond, to the extent necessary, if necessary.

Section 5. If the owner of any lot, tract or parcel of land assessed for the Project shall be delinquent as to assessments, it shall be the duty of the Council to cause the delinquent person to be notified of such delinquency, in writing, and if such delinquency is not paid, the Council may foreclose the special assessment lien against the property or properties wherein the delinquency exists in the method now or hereafter provided by law. All the net proceeds of collecting any delinquent assessment shall be deposited in the Bond Fund (or in the general fund of the City, to the extent provided in Section 9 hereof) and in any event in an amount of not less than the principal amount of said assessment and accrued interest thereon to the date of its collection.

Section 6. For the purpose of defraying all or a portion of the cost and expense of the Project (except to the extent funds are available therefor from that part of said assessments which have been heretofore paid and to the extent other funds are available therefor), there shall be issued in the name of the City, the City's fully registered (i.e. registered as to payment of both principal and interest) special assessment bond designated as the "City of Las Vegas, Nevada, District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) Local Improvement Bond, Series 2007" in the aggregate principal amount of not to exceed \$481,000 (the "Bond"), which Bond shall be dated as of its date of delivery. The Bond shall be in a denomination equal to the aggregate principal amount thereof. The Bond shall be issued in fully registered form. The installments of principal on the Bond shall bear interest, calculated on a 360-day year of twelve 30-day months, at the rate or rates set forth in the Certificate of the Finance Director from its dated date until its maturity date or dates, payable on June 1 and December 1 of each year, commencing on December 1, 2007. The installments of principal on the Bond shall mature on the dates and in the amounts set forth in the Certificate of the Finance Director.

The final installment of principal of the Bond shall be payable to the registered owner thereof as shown on the registration records kept by the City Treasurer, as Registrar (the "Registrar"), upon maturity thereof and upon presentation and surrender at the office of the City Treasurer, as Paying Agent (the "Paying Agent"). If the Bond shall not be paid at maturity or upon prior redemption, they shall continue to draw interest at the interest rate borne by the Bond until the principal thereof is paid in full. Payment of installments of principal of and interest on the Bond shall be made to the registered owner thereof by check or draft mailed by the Paying Agent on each payment date (or, if such payment date is not a business day, on the next

succeeding business day), to the registered owner thereof at his address as shown on the registration records kept by the Registrar at the close of business on the day preceding such payment date. The Paying Agent may make payments on the Bond by such alternative means as may be mutually agreed to between the owner of such Bond and the Paying Agent (provided, however, that the City shall not be required to make funds available to the Paying Agent prior to the due dates of interest and principal). All such payments shall be made in lawful money of the United States of America.

All principal payments in connection with a partial optional redemption shall be noted on the prepayment panel appended to the Bond, except in the case of final maturity, in which case this Bond must be presented to the Paying Agent prior to payment. Notwithstanding the foregoing, the payment records of the Paying Agent shall be conclusive.

Section 7. Principal installments on the Bond shall be subject to prior redemption at the option of the City at any time at a price equal to the principal amount redeemed, plus accrued interest to the redemption date, in whole or in part as determined by the City from any legally available moneys, upon 10 days' notice to the registered owner of the Bond.

Notice of any prior redemption shall be given by the Registrar in the name of the City by sending a copy of such notice by first-class, postage prepaid mail, at least 10 days prior to the redemption date to the registered owner of the Bond at his or her address as it last appears on the registration records kept by the Registrar.

Such notice shall specify the installment or installments of principal of the Bond so to be redeemed (if less than all are to be redeemed) and the date fixed for redemption. Such notice shall further state that on the redemption date there will become and will be due and payable upon each installment so to be redeemed at the Paying Agent, the principal amount thereof and accrued interest thereon to the redemption date, and that from and after such date interest will cease to accrue. Notice having been given in the manner provided herein, the installments of principal of the Bond so called for redemption shall become due and payable on the redemption date so designated; and upon presentation thereof at the Paying Agent, the District will pay the installments of principal of the Bond so called for redemption.

A certificate by the Registrar that a notice of redemption has been given as herein set forth shall be conclusive and receipt by the bondowner of a notice of redemption shall not be a condition precedent to the redemption of that Bond.

Section 8. The person in whose name the Bond shall be registered on the registration books kept by the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes and payment of principal of and interest on the Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative (except as provided above for the payment of interest to the registered owner as of the Regular or a Special Record Date). All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 9. The Bond and the interest thereon shall be payable from the Bond Fund, containing the receipts upon the collection thereof from the assessments levied against and secured by a lien upon the lots, tracts and parcels of land in the District. Whenever there is a deficiency in the Bond Fund, the deficiency must first be paid out of the Surplus and Deficiency Fund (to the extent any money is available therein) before any payment is made out of the general fund of the City (the "General Fund"). In the event the Bond Fund shall be insufficient to pay the Bond and interest thereon as they become due, and the amounts, if any, in the Surplus and Deficiency Fund are not sufficient for that purpose, the deficiency shall be paid out of the General Fund. In the event deficiencies are paid out of the General Fund, all net proceeds of collecting the delinquent assessments with respect to which such payments from the General Fund were required to be made shall be returned and deposited in the General Fund when the Bond, both principal and interest, have been fully paid and discharged. If the General Fund shall be insufficient to pay any such deficiency promptly, the Council shall levy, and it shall be its duty to levy, general (ad valorem) taxes upon all property in the City which is by law taxable for State, City and municipal purposes, without regard to any statutory tax limitation existing on or after May 14, 1965, and without limitation as to rate or amount, fully sufficient, after making due allowance for probable delinquencies, to provide for the prompt payment of such Bond as they become due, both principal and interest, but subject to the limitations set forth in NRS Chapter 361 and Section 2 of Article 10 of the Constitution of the State. The Bond and the interest thereon are payable solely from the assessments, any moneys in the Surplus and Deficiency Fund, the General Fund, and general tax proceeds pledged to the payment thereof.

Section 10. Pursuant to NRS 271.515, the Mayor, the City Clerk and City Treasurer shall each file with the Secretary of State his or her manual signature certified under oath. Thereafter, the Bond shall be signed and executed in the name of the City with the engraved, imprinted, stamped or otherwise reproduced manual or facsimile of the signature of the Mayor and the City Treasurer, shall be attested with the manual or facsimile signature of the City Clerk, and shall be authenticated by the manual signature of an authorized officer of the Registrar as hereafter provided. A printed, engraved, stamped or otherwise placed authentic or facsimile of the seal of the City shall be affixed thereto. The Bond bearing the signatures of the officers in office at the time of the signing thereof, shall be the valid and binding obligation of the City (subject to the requirement of authentication by the Registrar as hereinafter provided), notwithstanding that before the delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. Any officer herein authorized or permitted to sign the Bond at the time of its execution and of the execution of a signature certificate, may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon the bond. The Bond shall not be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar, and such certificate of authentication of the Registrar upon the Bond shall be the only competent evidence that such Bond has been duly issued and delivered. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by a duly authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on the Bond issued hereunder. If the Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence or information relating thereto, appropriate indemnification, and such reimbursement for expenses as it may reasonably require, register and deliver to the registered owner thereof a replacement for such

Bond bearing a number not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar may direct the Paying Agent to pay such bond in lieu of replacement.

Section 11. Books or records for the registration and transfer of the Bond shall be kept by the Registrar for the Bond. The Bond shall be fully transferable by the registered owner thereof in person or by his duly authorized attorney on the registration records kept at the office of the Registrar, or such other office as may be designated by the Registrar, upon presentation of the Bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon the surrender for transfer of the Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment (in form satisfactory to the Registrar) duly executed by the registered owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond, bearing a number or numbers not contemporaneously outstanding. The Registrar may require the owner or transferee to pay any tax or other governmental charge required to be paid with respect to such transfer, and may charge a sum sufficient to pay the cost of preparing and authenticating a new Bond. No such charges shall be levied in the case of an exchange resulting from an optional redemption. The Registrar shall not be required to transfer or exchange (i) the Bond during a period beginning at the opening of business 15 days before the date of mailing by the Registrar of a notice of prior redemption of the Bond and ending at the close of business on the date of such mailing, or (ii) the Bond after the mailing of notice calling such bond, or any portion thereof, for redemption as herein provided. Whenever the Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for replacement as provided herein, the Bond shall be promptly canceled and destroyed by the Paying Agent or Registrar, and a certificate of such destruction shall be prepared by the Paying Agent or Registrar upon request of the City.

Section 12. Subject to the registration provisions hereof, the Bond shall be fully negotiable and shall have all the qualities of negotiable paper, and the owner thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code - Investment Securities.

Section 13. Pursuant to NRS 271.505, the Bond shall contain a recital that it is issued pursuant to Chapter 271 of NRS (the "Consolidated Local Improvements Law"), which recital shall conclusively impart full compliance with all of the provisions of the Consolidated Local Improvements Law, and the Bond issued containing such recital shall be incontestable for any cause whatsoever after its delivery for value.

Section 14. Subject to the provisions of this Ordinance, the Bond and certificates thereon shall be in substantially the following form, with such omissions, insertions, endorsements, and variations as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

**TRANSFER OF THIS BOND OTHER
THAN BY REGISTRATION IS NOT EFFECTIVE**

UNITED STATES OF AMERICA

STATE OF NEVADA

COUNTY OF CLARK

NO. R-__

\$__

**CITY OF LAS VEGAS, NEVADA
DISTRICT NO. 1490 – TENAYA WAY
(NORTHERN BELTWAY TO ELKHORN ROAD)
LOCAL IMPROVEMENT BOND
SERIES 2007**

Interest Rate

___% per annum

Dated as of

Date of Delivery

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

The City of Las Vegas (the "City"), in the State of Nevada (the "State"), for value received hereby promises, out of funds available for the purpose as hereinafter set forth, to pay to the registered owner hereof specified above or registered assigns the principal amount specified above on the maturity date specified above with interest hereon from the date of this Bond, or from the most recent interest payment date to which interest has been paid, until maturity at the percentage rate per annum specified above. This Bond shall bear interest on the principal amount hereof from its dated date at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable semiannually on each June 1, and December 1, commencing December 1, 2007. The principal of this Bond shall be payable on December 1 of each year in the following amounts:

[Insert Maturity Schedule]

The final payment of principal of and interest on this Bond is payable upon presentation and surrender hereof at the office of the City's paying agent for the Bond (the "Paying Agent"), presently the City Treasurer, who is also now acting as the City's Registrar for the Bond (the "Registrar") or such other office as designated by the Paying Agent. Installments of principal and interest on this Bond prior to the final payment will be made by check mailed by the Paying Agent on each payment date (or, if such date is not a business day, on the next succeeding business day) to the person in whose name this Bond is registered (the "registered owner") in the registration records of the City maintained by the Registrar, at the address appearing thereon as of the close of business on the day next preceding such payment date. Alternative means of payment of interest may be used if mutually agreed to by the registered

owner and the Paying Agent, as provided in the "District No. 1490 Bond Ordinance," adopted and approved by the City Council of the City on June 6, 2007 authorizing the issuance of this Bond (the "Ordinance"). All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or the Registrar.

This Bond is subject to prior redemption at any time at a price equal to the principal amount redeemed, plus accrued interest to the redemption date, in whole or in part as determined by the City from any legally available moneys, upon 10 days' notice to the registered owner of the Bond

This Bond is one of a series of special assessment bonds, issued by the City, all of which are of like date and designation and in the total amount of _____ Dollars (\$_____).

Pursuant to the Ordinance, reference to which is made for further details, the payment of the principal of and the interest on this Bond shall be made from, and as security for such payment there is pledged, a special fund designated "City of Las Vegas, Nevada, District No. 1490 Bond Fund," sometimes designated the "Bond Fund," containing the receipts upon the collection thereof from the assessments, as defined in the Bond Ordinance, levied against and secured by a lien upon the property specially benefitted by improvements in the City of Las Vegas, Nevada, Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) (the "District"), and remaining unpaid on the date of delivery of the Bond. The Bond Fund is and shall continue to constitute a sinking fund for and be deemed specially appropriated to the full and prompt payment of the Bond and the interest thereon, and shall be used for no other purpose whatsoever. In the event the Bond Fund shall be insufficient to pay the Bond and the interest thereon as they become due, and the moneys, if any, in the City's special Surplus and Deficiency Fund are not sufficient for that purpose, the deficiency shall be paid out of the City's general fund. If the City's general fund shall be insufficient to pay any such deficiency promptly, the City Council of the City shall levy, and it shall be its duty to levy, general (ad valorem) taxes upon all property in the City which is by law taxable for State, county and municipal purposes, without regard to any statutory tax limitation existing on or after May 14, 1965, and without limitation as to rate or amount, fully sufficient, after making due allowance for probable delinquencies, to provide for the prompt payment of such Bond as it becomes due, both principal and interest, but subject to the limitations set forth in Nevada Revised Statutes ("NRS") Chapter 361, Section 2 of Article 10 of the Constitution of the State. The Bond and the interest thereon are payable solely from the assessments, the moneys, if any, in the City's Surplus and Deficiency Fund, the general fund, and general tax proceeds pledged to the payment thereof.

The assessments made and levied to defray said cost, with accruing interest thereon, constitute a lien upon and against the property upon which such assessments were made and levied from and after the effective date of the ordinance levying assessments for the District.

It is hereby certified, recited and declared that all acts, conditions and things essential to the validity of this bond exist, have happened and have been done in due time, form and manner as required by law; that the total issue of said special assessment bonds of the City for said improvements and incidental expenses, including this Bond, does not exceed the amount authorized by law nor the total unpaid special assessments levied to cover the cost of said

improvements; that this Bond is issued under the authority of the Consolidated Local Improvements Law, Chapter 271, NRS and that this Bond is incontestable for any cause whatsoever.

It is hereby further certified, recited and declared that the proceedings, with reference to making such improvements, levying the assessments to pay therefor, and issuing the Bond, have been regularly had and taken, in compliance with law, and that all prerequisites to the fixing of the assessment lien against the property benefitted by the improvements and of the liability of the owner or owners of such property therefor have been performed.

This Bond is fully registered (i.e., registered as to payment of both principal and interest), and is issuable in a denomination equal to the aggregate principal amount thereof.

Except for the fifteen-day period preceding any date on which all of a portion of this Bond is being selected for call for prior redemption and except for any portion of this Bond so called for redemption, this Bond is fully transferable by the registered owner hereof in person or by his duly authorized attorney on the registration books kept by the Registrar upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Registrar, and upon the payment of all fees and charges required by such Registrar. Upon such transfer a new fully registered Bond of the same aggregate principal amount will be issued to the transferee in exchange for this Bond, subject to such terms and conditions as set forth in the Ordinance. The City and the Registrar and Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of making payment and for all other purposes.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication herein.

IN WITNESS WHEREOF, City of Las Vegas, Nevada, has caused this Bond to be signed and executed in the name of and on behalf of the City with the [manual/facsimile] signature of the Mayor of the City Council, to be countersigned with the [manual/facsimile] signature of the City Treasurer, and to be countersigned, subscribed, executed and attested with the [manual/facsimile] signature of the City Clerk, has caused the [authentic/facsimile] of the corporate seal of the City to be affixed hereon, and has caused this bond to be dated as of the date specified above.

(For [Manual/Facsimile] Signature)
Mayor

Countersigned:

(For [Manual/Facsimile] Signature)
City Treasurer

(AUTHENTIC OR FACSIMILE SEAL)

Attested and Countersigned:

(For [Manual/Facsimile] Signature)
City Clerk

PROVISION FOR REGISTRATION AS TO PRINCIPAL AND INTEREST

This Bond must be registered as to both principal and interest on the registration records of the City, kept by the City Treasurer, as Registrar. After registration as to principal and interest, the Registrar shall note such registration on such registration records and in the registration blank below, and the principal and interest on this Bond shall be paid to such registered owner. This Bond may be transferred by the registered owner or his or her legal representative only upon a duly executed assignment in form satisfactory to the Registrar, such transfer to be made on said registration records and endorsed hereon.

Every privilege, registration and transfer shall be exercised only in accordance with the authorizing ordinance and such reasonable rules and regulations as the Registrar may prescribe.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Registrar</u>
_____, 2007	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this bond have been prepaid in accordance with the terms of the ordinance authorizing the issuance of this bond.

Date of
Prepayment

Principal
Prepaid

Signature of Authorized
Representative of Owner

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____ attorney in fact, to transfer the within bond on the books of the Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

Signature Must Be Guaranteed By A Member
Firm Of The National Association Of Securities
Dealers Or By A Commercial Bank or Trust
Company

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Name of Transferee: _____

Address of Transferee: _____

Taxpayer Identification or
Social Security Number(s) _____

Transfer fees must be paid to the Registrar in order to transfer or exchange this Bond as provided in the Bond Ordinance.

(End of Form of Assignment)

Section 15. When the Bond has been duly executed and authenticated, it will be delivered to the Purchaser on receipt of the agreed purchase price. The proceeds realized from the sale of the Bond (net of any discount), including any investment income therefrom, shall be applied solely to defray the cost and expense of making said improvements and issuing the Bond; provided, however, that after said cost and expenses are paid (excepting any portion to be paid with other than special assessment proceeds), any funds remaining from the sale of the Bond shall be deposited in the Bond Fund and used for the purposes therefor specified in Section 4 of this Ordinance. The Purchaser, however, shall in no manner be responsible for the application by the City, or any of its officers, agents or employees, of any of the funds derived from the sale thereof or of any other funds herein designated.

Section 16. So long as any of the Bond remains outstanding, the City will keep or cause to be kept true and accurate books of records and accounts showing full and true entries covering the collection and disposition of special assessments levied for the Project, as well as any delinquencies in the collection thereof, covering deposits in and disbursements from the Bond Fund, covering deposits in and disbursements from the Surplus and Deficiency Fund, covering the redemption of the Bond (both principal and interest), and covering disbursements to defray the costs of the Project, including incidental expenses. The City will permit an inspection and examination of all books and accounts at all reasonable times by any representative of any of the original purchaser of the Bond.

Section 17. The Finance Director is authorized to execute the proposal to purchase the Bond submitted by the Purchaser in accordance with the provisions of this Ordinance. Pursuant to NRS 350.810 and MSRB Rule G-23, the Council hereby consents to receiving a bid on the Bond from Zions Bank (and its affiliates), and this consent shall constitute a written agreement required by NRS 350.810.

Section 18. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing:

(a) the printing of the Bond, including, without limitation, the printing of such additional blank Bonds as shall be required by the Registrar; and

(b) the execution of such certificates as may be reasonably required by the Purchaser, relating, inter alia, to the signing and registration of the Bond, the tenure and identity of the officials of the Council and the City, the delivery of the Bond, the designation of the Paying Agent and the Registrar, the receipt of the purchase price for the Bond, the exemption of interest on the Bond from federal and state income taxation, and if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity thereof. It shall be the duty of the proper officers of the City to hereafter take all action necessary for the City to comply with the provisions of Chapter 271, NRS, as hereafter amended and supplemented from time to time;

(c) the execution by the Finance Director of the purchase proposal between the Purchaser and the City; and

(d) the completion and execution by the Finance Director of the Certificate of the Finance Director in accordance with the provisions of this Ordinance.

Section 19. Any registered owner of the Bond may, either at law or in equity, by suit, action, mandamus or other appropriate proceeding in any court of competent jurisdiction, protect the liens created by this Ordinance on the proceeds of assessments levied for the Project, and may by suit, action, mandamus or other appropriate proceeding enforce and compel the performance of any duty imposed upon the City by the provisions of this Ordinance, or any ordinance heretofore adopted concerning the District, including without limiting the generality of the foregoing, the segregation of special assessments, the proper application thereof, and the appointment of a receiver. The failure of any Bondowner to proceed shall not relieve the City or any of its officers, agents or employees of any liability for failure to perform any such duty.

Section 20. The City covenants for the benefit of the registered owner or owners of the Bond that it will not take any action or omit to take any action with respect to the Bond, the proceeds thereof, any other funds of the City or any facilities financed with the proceeds of the Bond if such action or omission (i) would cause the interest on the Bond to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Bond (the "Tax Code"), or (ii) would cause interest on the Bond to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bond until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met.

Section 21. When all of the principal of and interest on the Bond have been duly paid, the pledge, the lien, and all obligations hereunder shall thereby be discharged as to the Bond and the Bond shall no longer be deemed to be outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal of and interest on which are unconditionally guaranteed by the United States ("Federal Securities") in which such amount may be initially invested wholly or in part) to meet all principal of and the interest on the Bond, as the same become due. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the schedule. For the purpose of this section "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof.

Section 22. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore

repealed, and this Ordinance shall be irrevocable until the Bond and the interest thereon shall be fully paid, satisfied and discharged, as herein provided.

Section 23. This Ordinance may be amended (except for the provisions of Section 13 hereof) or supplemented by an ordinance or ordinances adopted by the Council, without the receipt by the City of any additional consideration, with the written consent of the owners of sixty percent (60%) of the principal amount of the Bond outstanding at the time of the adoption of such amendatory or supplemental ordinance, provided, however, that no such ordinance shall have the effect of permitting:

- a. an extension of the maturity of the Bond; or
- b. a reduction in the principal amount of the Bond or the rate of interest thereon; or
- c. the creation of a lien upon or a pledge of property, revenues or funds, ranking prior to the liens or pledges created by this Ordinance; or
- d. a reduction of the principal amount of Bond required for consent to such amendatory or supplemental ordinance.

Section 24. Pursuant to NRS 271.520, the Bond, its transfer, and the income therefrom, shall forever be and remain free and exempt from taxation by the State and any subdivision thereof, except for the tax on estates imposed by Chapter 375A of NRS, or the tax on generation-skipping transfers imposed pursuant to the provisions of Chapter 375B of NRS.

Section 25. The Council hereby finds and declares that the life of the Project to be acquired with the proceeds obtained from the sale of the Bond shall be not less than the period during which the Bond matures.

Section 26. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the Council shall determine to remove the Registrar or Paying Agent, the Council may, upon notice mailed to each owner of the Bond at his address last shown on the registration books, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder. Any corporation, association, or agency into which the Registrar or the Paying Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, automatically shall be and become successor registrar or paying agent hereunder and vested with all of the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 27. When first proposed, this Ordinance shall be read to the Council by title, after which an adequate number of copies of this Ordinance shall be filed with the City Clerk for public distribution. Notice of the filing shall be published once in a newspaper published and having general circulation in the City, at least 10 days before the adoption of this Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Filing of Ordinance)

BILL NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A REGISTERED LOCAL IMPROVEMENT DISTRICT BOND, SERIES 2007, FOR THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1490 – TENAYA WAY (NORTHERN BELTWAY TO ELKHORN ROAD) TO FINANCE THE CONSTRUCTION OF LOCAL IMPROVEMENTS AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas at her office in the City Hall, 400 Stewart Avenue, Las Vegas, Nevada, and that such Ordinance was proposed on May 16, 2007 and will be considered for adoption at the regular meeting of the City Council to be held on June 6, 2007.

/s/ BEVERLY K. BRIDGES, CMC
Acting City Clerk

(End of Form of Publication of Notice of Filing of Ordinance)

Section 28. This Ordinance shall be in effect on the day after the date of publication as hereinafter provided. After this Ordinance is adopted and signed by the Mayor and attested and sealed by the Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in a newspaper published and having a general circulation in the City, and such publication to be in substantially the following form:

(Form of Publication)

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A REGISTERED LOCAL IMPROVEMENT DISTRICT BOND, SERIES 2007, FOR THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1490 – TENAYA WAY (NORTHERN BELTWAY TO ELKHORN ROAD) TO FINANCE THE CONSTRUCTION OF LOCAL IMPROVEMENTS AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that the above-numbered and entitled Ordinance was proposed on May 16, 2007 and that such Ordinance was passed at a regular meeting of the City Council on June 6, 2007 by the following vote of the City Council:

Those Voting Aye:

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

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after the ____ day of June, 2007 i.e., the day after publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada has caused this Ordinance to be published by title only.

DATED this June 6, 2007.

/s/ OSCAR B. GOODMAN
Mayor

Attest:

/s/ BEVERLY K. BRIDGES, CMC
Acting City Clerk

(End of Form of Publication)

Section 29. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

OSCAR B. GOODMAN, Mayor

(SEAL)

Attest:

BEVERLY K. BRIDGES, Acting City Clerk

The ordinance has been reviewed by the Deputy City Attorney:

J. Lombardo
Deputy City Attorney 5/1/07

This Ordinance shall be in full force and effect from and after the ____ day of June, 2007, i.e., the day after the publication of such Ordinance by its title only.

STATE OF NEVADA)
) ss.
CITY OF LAS VEGAS)

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

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council of the City (the "Council") on May 16, 2007 and finally adopted and approved at the meeting of the Council held on June 6, 2007.

2. The following members of the Council were present at the May 16, 2007 meeting:

Mayor:	Oscar B. Goodman
Councilmembers	Gary Reese
	Larry Brown
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Brenda J. Williams

2. The foregoing Ordinance was first proposed and read by title to the Council on May 16, 2007, and referred to a committee composed of the _____ for recommendation. Thereafter said committee reported favorably on said Ordinance on June 6, 2007, which was a regular meeting of said Council. At the June 6, 2007 regular meeting, the proposed Ordinance was again read by title to the Council and adopted. The members of the Council were present at the June 6, 2007 meeting and voted upon the adoption of the Ordinance as follows:

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

Those Voting Nay:	_____
Those Absent:	_____

3. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

4. All members of the Council were given due and proper notice of the meetings held on May 16, 2007 and June 6, 2007.

5. All members of the Council were given due and proper notice of each meeting. Pursuant to NRS § 241.020, written notice of the meeting including the time, place, location and agenda of the meeting was given by 9:00 a.m. at least three working days before the meeting.

(a) By posting a copy of the notice at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three other separate, prominent places within the jurisdiction of the Council, to wit:

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

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council.

6. Copies of the notice of each such meeting as posted and mailed are attached hereto as Exhibits A and B.

7. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City this June __, 2007.

BEVERLY K. BRIDGES, Acting City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of Meeting held May 16, 2007)

EXHIBIT B

(Attach Copy of Notice of Meeting held June 6, 2007)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Bond Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Bond Ordinance)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This bill would allow new turf to be installed in the front yards of single-family dwellings, subject to existing overall turf limitations. The overall turf limitation is not to exceed 50% of the gross area of the side and rear yards, or one hundred square feet, whichever is greater, with a maximum of 5000 square feet. This type of ordinance adjustment is allowed under the Southern Nevada Water Authority's drought plan and is similar to an ordinance that has been adopted in North Las Vegas.

RECOMMENDATION:

ADOPTION at 6/20/2007 City Council meeting pursuant to the 6/5/2007 Recommending Committee.

First Reading – 5/16/2007; First Publication – 6/8/2007

BACKUP DOCUMENTATION:

1. Bill No. 2007-22
2. Business Impact Statement

Minutes:

Recommendation noted.

6/20/2007 Council Agenda

1 BILL NO. 2007-22

2 ORDINANCE NO. _____

3 AN ORDINANCE TO AMEND THE CITY'S DROUGHT PLAN REGULATIONS TO ALLOW
4 NEW TURF TO BE INSTALLED IN THE FRONT YARDS OF SINGLE-FAMILY DWELLINGS,
5 SUBJECT TO EXISTING OVERALL TURF LIMITATIONS, AND TO PROVIDE FOR OTHER
6 RELATED MATTERS.

7 Sponsored by: Councilman Steven D. Ross

Summary: 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.

8 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
9 AS FOLLOWS:

10 SECTION 1: Title 14, Chapter 11, Section 150, of the Municipal Code of the City of
11 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

12 **14.11.150:** (A) Except as otherwise provided in Subsection (B), [No] no new turf may be
13 installed in residential front yards. In single-family residential development, the installation of new
14 turf shall not exceed fifty percent of the gross area of the side and rear yard or one hundred square feet,
15 whichever is greater (up to a maximum of five thousand square feet). No turf area may be installed
16 in the side or rear yard if any dimension thereof is less than ten feet.

17 (B) The owner of a single family dwelling may apply to the Director for an
18 exemption from the prohibition in Subsection (A) regarding new turf in residential front yards.
19 Approval of an exemption authorizes the applicant to install new turf in the front yard, but only if the
20 total quantity of turf in the front, side and rear yards does not exceed the amount otherwise allowable
21 in the side and rear yards under Subsection (A). An application for exemption shall include such
22 information regarding the applicant's plans as the Director may require, including authorization for
23 City representatives to gain access to the property for purposes of determining compliance with this
24 Section.

25 ~~[(B)]~~ (C) During the months of May through August, the planting of cool-season grasses
26 (i.e. tall fescue or rye grass) is prohibited. The planting of warm-season grasses (i.e. bermuda and
27 zoysia) is permitted.

28 ~~[(C)]~~ (D) The restrictions applicable to nonresidential development during drought watch

1 conditions shall apply during drought alert conditions as well.

2 SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or
3 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
4 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
5 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
6 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
7 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
8 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
9 invalid or ineffective.

10 SECTION 3: Whenever in this ordinance any act is prohibited or is made or declared
11 to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is
12 required or the failure to do any act is made or declared to be unlawful or an offense or a
13 misdemeanor, the doing of such prohibited act or the failure to do any such required act shall
14 constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than
15 \$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such
16 fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

17 SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases,
18 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
19 1983 Edition, in conflict herewith are hereby repealed.

20 PASSED, ADOPTED and APPROVED this ____ day of _____, 2007.

21 APPROVED:

22
23 By _____
OSCAR B. GOODMAN, Mayor

24 ATTEST:

25 _____
BEVERLY BRIDGES, Acting City Clerk

26 APPROVED AS TO FORM:

27 Val Steel 5-3-07
28 _____
Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2007, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11

12 APPROVED:

13

14 By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

16

17 BEVERLY BRIDGES, Acting City Clerk

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BUSINESS IMPACT STATEMENT

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)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2007-22, that would amend 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.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: May 3, 2007

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

Fiscal Impact

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No Impact

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Augmentation Required

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Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This bill, processed at the request of the Planning and Development Department, would eliminate the “resolution of intent” process as an alternative process for future zoning approvals. Future approvals would have to be done by direct-to-ordinance zoning. The bill includes transitional provisions for existing resolutions of intent.

RECOMMENDATION:

ADOPTION at 6/20/2007 City Council meeting pursuant to the 6/5/2007 Recommending Committee.

First Reading – 5/16/2007; First Publication – 6/8/2007

BACKUP DOCUMENTATION:

Bill No. 2007-23

Minutes:

Recommendation noted.

6/20/2007 Council Agenda

1 **BILL NO. 2007-23**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE TO ELIMINATE THE "RESOLUTION OF INTENT" PROCESS AS AN
4 ALTERNATIVE PROCESS FOR FUTURE REZONING APPROVALS, AND TO PROVIDE
FOR OTHER RELATED MATTERS.

5 Proposed by: M. Margo Wheeler,
6 Director of Planning and Development

Summary: Eliminates the "resolution of intent"
process as an alternative process for future
rezoning approvals.

7 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
8 AS FOLLOWS:

9 SECTION 1: Title 19, Chapter 18, Section 40, Subsection (O), of the Municipal Code
10 of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11 (O) [Rezoning Procedures.] Procedures Governing Rezoning Approvals Granted Before July 1,
12 2007.

13 (1) Resolution of Intent. Before the City Council adopts an ordinance to effectuate a
14 rezoning, the Council may adopt a Resolution of Intent to reflect the Council's approval of the
15 rezoning. Such a Resolution of Intent is binding upon the City Council in accordance with its terms
16 and shall have a time limit not to exceed two years.

17 (2) Finalizing Rezoning by Ordinance. The final step in the rezoning process, whether or
18 not rezoning approval is by means of a Resolution of Intent, is the adoption of a rezoning ordinance
19 in which the zoning classification of one or more parcels is formalized.

20 (3) Changes. No substantial change may be made to a development or to the rezoning
21 approval which authorized that development without the approval of the City Council. This approval
22 requirement applies to the rezoned parcel both before and after the adoption of an ordinance rezoning
23 that parcel.

24 (4) Termination of Rezoning Approvals Subject to a Resolution of Intent.

25 (a) Approvals Not Subject to Time Limit. If development does not occur in a
26 timely manner or if conditions in the area change subsequent to the original approval of a rezoning
27 that is not subject to a time limit, the City Council may schedule a hearing to reconsider the Resolution
28 of Intent. At such time, the Council may rescind the Resolution of Intent or may change the conditions

1 of approval. In addition, if such a rezoning approval no longer conforms to the use and density
2 classification of the General Plan, the City may notify the property owner that the rezoning must be
3 exercised within one year. Thereafter, the approval shall be treated as an approval subject to a time
4 limit in accordance with Subparagraph (b) below.

5 (b) Approvals Subject to Time Limit. Except as otherwise provided in Paragraph
6 (5) below, a rezoning approval which is not exercised within the time limit established for or by the
7 Resolution of Intent shall be void.

8 (c) Methods for Exercising Rezoning Approvals. For purposes of this Paragraph
9 (4), a rezoning approval is exercised as follows:

10 (i) For applications that require the creation of a residential subdivision,
11 upon the recordation of a final subdivision map;

12 (ii) For applications that require the construction of a one or more new
13 structures, but do not require the creation of a residential subdivision map, upon the issuance of a
14 building permit for the new construction;

15 (iii) For all other applications, upon the issuance of a certificate of
16 occupancy or approval of a final inspection, whichever is applicable.

17 (5) Extension of Time--General Requirements. If the approval of a Resolution of Intent
18 is subject to a time limit, the approval expires at the end of that time limit unless the City Council
19 extends the approval period. Extension of an approval period, or reinstatement and extension, may
20 be granted only if:

21 (a) Application therefor is made prior to the expiration of the time limit;

22 (b) The applicant demonstrates good cause; and

23 (c) The applicant conforms to the additional requirements set forth in Paragraph
24 (6) below.

25 (6) Extensions of Time-Additional Requirements. If a time-limited zoning approval that
26 is sought to be extended continues to conform to the use and density classifications of the General
27 Plan, the applicant must demonstrate that the rezoning remains consistent with the surrounding area
28 and the pattern of development in the area. If the rezoning sought to be extended no longer conforms

1 to the use and density classifications of the General Plan, the extension of time, if granted, shall be
2 limited to a one-year period. If, within that period, the zoning approval is not exercised by means of
3 the recordation of a final subdivision map or by the commencement of actual construction, the
4 approval terminates.

5 SECTION 2: Subsection (P) of Title 19, Chapter 18, Section 40, of the Municipal
6 Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby redesignated as Subsection (Q).

7 SECTION 3: Title 19, Chapter 18, Section 40, of the Municipal Code of the City of
8 Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new subsection, designated
9 as Subsection (P), reading as follows:

10 (P) Procedures Governing Rezoning Approvals Granted On or After July 1, 2007.

11 The approval of a rezoning application shall be formalized by the subsequent adoption of an
12 ordinance in which the rezoning of one or more parcels is reflected. No substantial change may be
13 made to a development or to the rezoning approval which authorized that development without the
14 approval of the City Council.

15 SECTION 4: For purposes of Section 2.100(3) of the City Charter, LVMC 19.18.040
16 is deemed to be a subchapter rather than a section.

17 SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or
18 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
19 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
20 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
21 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
22 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
23 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
24 invalid or ineffective.

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SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

APPROVED:

By OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY BRIDGES, Acting City Clerk

APPROVED AS TO FORM:

Val Steel 5-3-07
Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of ____, 2007, and referred to the following committee composed of
3 ____ and ____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 ____, 2007, which was a ____ meeting of said Council; that at said
6 ____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11

12 APPROVED:

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14 By OSCAR B. GOODMAN, Mayor

15 ATTEST:

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17 BEVERLY BRIDGES, Acting City Clerk

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

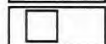
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This bill would prohibit persons over the age of 12 from being within 100 feet of any children's play area or play equipment in a City park. The prohibition would not apply to parents, guardians or others responsible for a child, or to those actively participating in or watching an athletic event.

RECOMMENDATION:

This bill was tabled by the 6/5/2007 Recommending Committee.

BACKUP DOCUMENTATION:

1. Bill No. 2007-24
2. Business Impact Statement

Minutes:

Recommendation noted.

MAYOR GOODMAN noted that this bill is not being considered at this time, pending the outcome of a court case. Nevertheless, he thanked CHIEF KAREN COYNES, Detention and Enforcement, for her diligence and efforts in this matter.

BILL NO. 2007-24

ORDINANCE NO. _____

AN ORDINANCE TO AMEND 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, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Karen Coyne, Director of
Detention and Enforcement

Summary: 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.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: Title 13, Chapter 36, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to add thereto a new section, designated as Section 57, reading as follows:

13.36.057: (A) Except as otherwise provided in Subsection (B), it is unlawful for a person over the age of twelve years to enter and remain within one hundred feet of:

(1) Any play equipment or water feature that is designed for use by children;
or

(2) Any area of a park that has been designated and posted as a children's play area.

(B) The prohibition contained in Subsection (A) does not apply to:

(1) A parent, guardian or other person who is responsible for and accompanying a child of the age of twelve years or younger; or

(2) A person who is:

(a) Within the confines of a field or court that is designed for athletic events, or an area set aside for watching such an event as a spectator; and

(b) Actively participating in or watching such an event while it is in progress.

1 SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or
2 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
3 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
4 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
5 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
6 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
7 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
8 invalid or ineffective.

9 SECTION 3: Whenever in this ordinance any act is prohibited or is made or declared
10 to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is
11 required or the failure to do any act is made or declared to be unlawful or an offense or a
12 misdemeanor, the doing of such prohibited act or the failure to do any such required act shall
13 constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than
14 \$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such
15 fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

16 SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases,
17 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
18 1983 Edition, in conflict herewith are hereby repealed.

19 PASSED, ADOPTED and APPROVED this ____ day of _____, 2007.

20 APPROVED:

21 By _____
22 OSCAR B. GOODMAN, Mayor

23 ATTEST:

24
25 BEVERLY BRIDGES, Acting City Clerk

26 APPROVED AS TO FORM:

27 Val Stead 5-3-07
28 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2007, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____
9 VOTING "NAY": _____
10 ABSENT: _____
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12 APPROVED:

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14 By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

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17 BEVERLY BRIDGES, Acting City Clerk
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BUSINESS IMPACT STATEMENT

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)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2007-24, that would amend 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.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: May 3, 2007

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-25 – Annexation No. ANX-20533 – Property location: at 5695 North Rainbow Boulevard; Petitioned by: Srodes, LLC; Acreage: 1.13 acres; Zoned: R-E (County zoning), R-D (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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No Impact

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Augmentation Required

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Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The proposed ordinance annexes certain real property generally located at 5695 North Rainbow Boulevard. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (July 20, 2007) is set by this ordinance.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2007-25 and Location Map

Minutes:

First Reading - Referred - COUNCILMEMBERS TARKANIAN and ROSS

6/19/2007 Recommending Committee

6/20/2007 Council Agenda

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8 **BILL NO. 2007-25**

9 **ORDINANCE NO. _____**

10 AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO
11 PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS
12 INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE
CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-20533)

13 Sponsored by: Councilman Steven D. Ross Summary: Annexes property described
14 generally as located at 5695 North Rainbow
Boulevard.

15 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY
16 ORDAIN AS FOLLOWS:

17 SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are
18 hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the
19 following described real property:

20 That portion of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the
21 Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 27,
Township 19 South, Range 60 East, M.D.M., in the County of Clark, State
22 of Nevada, described as follows:

23 The southerly 146.50 feet of the East Half (E 1/2) of the Northeast Quarter
24 (NE 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4)
of said Section 27, together with the west half street right-of-way of
RAINBOW BOULEVARD (50.00 feet wide as measured from centerline
25 thereof).

26 SECTION 2: The City Council hereby determines that the described territory
27 meets the requirements provided by law for annexation to the City for the following reasons:

28 A. The area to be annexed was contiguous to the City's boundaries at the

1 time the annexation proceedings were instituted;

2 B. More than one-eighth (1/8) of the aggregate external boundaries of
3 the area are contiguous to the City;

4 C. The territory proposed to be annexed is not included within the
5 boundaries of another incorporated city or within the boundaries of
6 any unincorporated town as those boundaries existed as of July 1,
7 1983;

8 D. The City is eligible to annex the described territory since the
9 landowners have signed a petition constituting one hundred percent
10 (100%) of the owners of record of individual lots or parcels of land
11 within the annexation area.

12 SECTION 3: The City will provide police protection through the Las Vegas
13 Metropolitan Police Department, fire protection, street maintenance, and library services
14 immediately upon annexation. Garbage collection by the company franchised by the City
15 will also be provided immediately. The City sanitary sewer system will serve the proposed
16 annexation area. Any connection to or extension of this sewer line to serve the annexation
17 area shall be at the expense of the landowners. Other services, such as participation in the
18 City's recreational programs, special education classes and programs, public works planning,
19 building inspections, and other City services will also be available immediately. Utilities
20 such as gas, electricity, telephone, and water are provided by private utility companies and
21 other services to the area will not be affected by annexation. Street paving, curbs and gutters,
22 sidewalks and street lights which are not in place at the time of annexation will be installed
23 in the presently developed areas upon the request of the property owners and at their expense
24 by means of special assessment districts. Such improvements will be extended into the
25 undeveloped areas as development takes place and the need therefor arises, and will be
26 located according to the needs of the area at that time. Such installations will also be made
27 at the expense of the property owners, either by means of special assessment districts or as
28 prerequisites to the approval of subdivision plats, building permits or other land use or

1 development applications.

2 SECTION 4: The annexation of the described territory shall become
3 effective on the 20th day of July, 2007, and on that date the City will have the funds
4 appropriated in sufficient amount to finance the extension into the described territory of
5 police protection, fire protection, street maintenance, street sweeping, and street lighting
6 maintenance.

7 SECTION 5: The described territory, together with the inhabitants and
8 property thereof, shall, from and after the 20th day of July, 2007, be subject to all debts, laws,
9 ordinances and regulations in force in the City and shall be entitled to the same privileges and
10 benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

11 SECTION 6: The City Engineer is hereby instructed to cause to be prepared
12 an accurate map or plat of the described territory and to record the map or plat, together with
13 a certified copy of this ordinance, in the office of the County Recorder of Clark County,
14 Nevada, which recording shall be done prior to the 20th day of July, 2007.

15 SECTION 7: The described territory, which previously has been zoned
16 R-E (County of Clark classification), is hereby classified as R-D (City of Las Vegas
17 classification), which is deemed to be the City equivalent of the County classification.

18 SECTION 8: If any section, subsection, subdivision, paragraph, sentence,
19 clause of phrase in this ordinance or any part thereof, is for any reason held to be
20 unconstitutional, or invalid or ineffective by any court of competent jurisdiction, such
21 decision shall not affect the validity or effectiveness of the remaining portions of this
22 ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that
23 it would have passed each section, subsection, subdivision, paragraph, sentence, clause or
24 phrase thereof irrespective of the fact that any one or more sections, subsections,
25 subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid
26 or ineffective.

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SECTION 9: All ordinances or parts of ordinances, sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this ____ day of _____,
2007.

APPROVED:

By OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY BRIDGES, Acting City Clerk

APPROVED AS TO FORM:

Val Stead 5-23-07
Date

1 The above and foregoing ordinance was first proposed and read by title to the Council on the
2 ____ day of _____, 2007, and referred to the following committee
3 composed of _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that
6 at said _____ meeting, the proposed ordinance was read by title to the City
7 Council as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11 APPROVED:

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By _____
OSCAR B. GOODMAN, Mayor

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ATTEST:

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BEVERLY BRIDGES, Acting City Clerk

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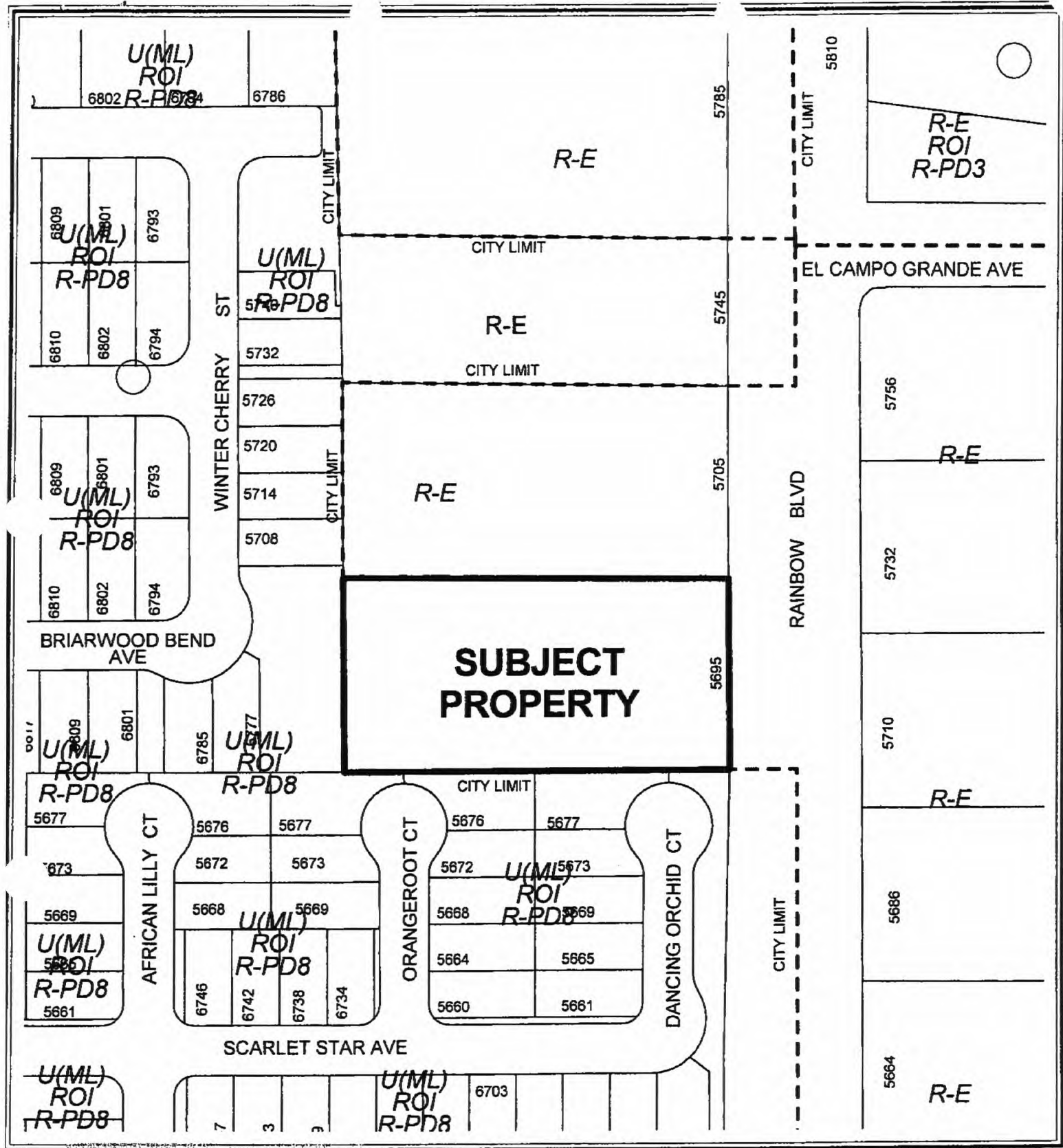
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CASE: **ANX-20533**

0 2040 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-26 – Adopts development agreement with Kyle Acquisition Group, LLC regarding property generally located southwest of the intersection of Fort Apache Road and Moccasin Road. Proposed by: M. Margo Wheeler, Director of Planning and Development

Fiscal Impact

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No Impact

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Augmentation Required

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Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

At its meeting of May 16, 2007, the City Council approved a development agreement with Kyle Acquisition Group, LLC regarding property generally located southwest of the intersection of Fort Apache Road and Moccasin Road. Under State law, such an agreement must be adopted by ordinance. This bill will accomplish that adoption.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2007-26

Minutes:

First Reading - Referred - COUNCILMEMBERS TARKANIAN and ROSS

6/19/2007 Recommending Committee

6/20/2007 Council Agenda

1 **BILL NO. 2007-26**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE TO ADOPT THAT CERTAIN DEVELOPMENT AGREEMENT ENTITLED**
4 **"DEVELOPMENT AGREEMENT BETWEEN CITY OF LAS VEGAS AND KYLE ACQUISITION**
GROUP, LLC," AND TO PROVIDE FOR OTHER RELATED MATTERS.

5 Proposed by: M. Margo Wheeler, Director of
6 Planning and Development

Summary: Adopts development agreement with
Kyle Acquisition Group, LLC, regarding
property generally located southwest of the
intersection of Fort Apache Road and Moccasin
Road.

8 **THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN**
9 **AS FOLLOWS:**

10 **SECTION 1:** That certain development agreement entitled "Development Agreement
11 Between City of Las Vegas and Kyle Acquisition Group, LLC," which was approved by the City
12 Council on May 16, 2007, and which is on file with the City Clerk's Office, is hereby adopted in
13 conformance with the provisions of NRS Chapter 278.

14 **SECTION 2:** This Ordinance, as well as the development agreement adopted by
15 Section 1, shall be recorded in the office of the County Recorder in accordance with the provisions
16 of NRS Chapter 278.

17 **SECTION 3:** If any section, subsection, subdivision, paragraph, sentence, clause or
18 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
19 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
20 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
21 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
22 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
23 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
24 invalid or ineffective.

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SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

APPROVED:

By OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY BRIDGES, Acting City Clerk

APPROVED AS TO FORM:

Val Steed 5-23-07
Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2007, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

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APPROVED:

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By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

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17 BEVERLY BRIDGES, Acting City Clerk

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-27 – Authorizing the issuance of City of Las Vegas General Obligation (Limited Tax) Sewer Refunding Bonds, (Additionally Secured by Pledged Revenues) Series 2007

Fiscal Impact

☒ No Impact

☐ Augmentation Required

☐ Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

NRS 350.684 provides that the City may issue refunding bonds to refund, pay and discharge all or any part of the outstanding bonds of any one or more issues for the purpose of reducing interest costs or effecting other economies. Projections indicate that these refunding issues will net 3.239% savings in borrowing costs.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Bill No. 2007-27

Minutes:

First Reading - Referred - COUNCILMEMBERS TARKANIAN and ROSS

6/19/2007 Recommending Committee

6/20/2007 Council Agenda

THE MORNING SESSION WAS RECESSED AT 11:41 A.M.

Summary - An ordinance authorizing the issuance by the City of Las Vegas of its General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2007, and providing other matters relating thereto.

BILL NO. 2007-27
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA PROVIDING FOR THE ISSUANCE OF ITS GENERAL OBLIGATION (LIMITED TAX) SEWER REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2007 FOR THE PURPOSE OF REFUNDING CERTAIN OF THE CITY'S OUTSTANDING SEWER BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS THEREOF AND PROVIDING FOR THEIR SALE; PROVIDING FOR THE LEVY AND COLLECTION OF ANNUAL GENERAL (AD VALOREM) TAXES FOR THE PAYMENT OF THE BONDS; ADDITIONALLY SECURING THEIR PAYMENT BY A PLEDGE OF REVENUES DERIVED FROM THE CITY'S SEWER SYSTEM; PROVIDING OTHER DETAILS IN CONNECTION THEREWITH; AND REPEALING ORDINANCE NO. 5832.

WHEREAS, the City of Las Vegas in the County of Clark and State of Nevada (the "City," the "County" and the "State," respectively) is a political subdivision of the State duly organized and operating as a city under the provisions of Nevada Revised Statutes ("NRS") chapter 268 and an act entitled "AN ACT incorporating the City of Las Vegas in Clark County, Nevada, under a charter; defining the boundaries thereof; and providing other matters properly relating thereto," cited as chapter 517, Statutes of Nevada, 1983, as amended (the "Charter"); and

WHEREAS, the City now owns and operates a municipal sanitary sewer system (the "Sewer System"); and

WHEREAS, pursuant to the Charter, pursuant to chapter 350 of NRS and all laws amendatory thereof which includes the Local Government Securities Laws, being 350.500 through 350.720, NRS, and all laws amendatory thereof (the "Bond Act"), the City is authorized to borrow money and to issue general obligation bonds of the City for the purpose of refunding, paying and discharging outstanding bonds for interest rate savings or to effect other economies; and

WHEREAS, if the City Finance Director determines that it is necessary and in the best interests of the City and its citizens to refund certain of the City's outstanding City of Las Vegas, Nevada General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 1997 (the "January 1997 Bonds"), after notice inviting bids for the purchase of the City of Las Vegas, Nevada General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2007 (the "Bonds" or the "2007 Bonds"), the City Finance Director, as the chief financial officer of the City, or in his absence, the City Manager, is hereby authorized to receive and publicly receive bids and sell the Bonds to the best bidder therefor (the "Purchaser"), and the City Finance Director, or in his absence, the City Manager, is hereby authorized to specify which January 1997 Bonds, if any, will be refunded (collectively, the "Refunded Bonds"), accept a binding bid for the Bonds, the Bonds to bear interest at the rates per annum provided in the bond purchase proposal submitted by the Purchaser (the "Bond Purchase Proposal") such rates not to exceed three percent over the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time bids were received for the Bonds, at a price equal to the principal amount thereof plus accrued interest to the date of delivery of the Bonds plus a premium or less a discount not to exceed 9 percent of the principal amount of the Bonds, all as specified by the City Finance Director in a certificate dated on or before the date of issuance of the Bonds (the "Certificate of the Finance Director"); and

WHEREAS, the Council hereby elects to have the provisions of Chapter 348 of NRS (the "Supplemental Bond Act") apply to the Bonds; and

WHEREAS, the Council has determined and hereby declares:

A. It is necessary and for the best interests of the City to effect the Project and to issue the Bonds;

B. Each of the limitations and other conditions to the issuance of the Bonds in the Charter, the Bond Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government, has been met; and pursuant to NRS 350.708, this determination of the Council that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

C. This ordinance pertains to the sale, issuance and payment of the Bonds; this declaration shall be conclusive in the absence of fraud or gross abuse of discretion in accordance with the provisions of NRS 350.579(2); and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN:

SECTION 1. Short Title. This Ordinance shall be known and may be cited as the "2007 Sewer Refunding Bond Ordinance."

SECTION 2. Definitions. The terms in this section and in the preambles hereof defined for all purposes of this Ordinance and of any instrument amendatory hereof or supplemental hereto, and of any other instrument or any other document relating hereto, except where the context by clear implication otherwise requires, shall have the meanings in this section and in said preambles specified:

"Bond Requirements" means the principal of, interest on and any prior redemption premiums due in connection with the Bonds.

"Bond Year" means the 12 month period commencing on October 2 of a calendar year and ending on October 1 of the following calendar year.

"Commercial Bank" means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation, including without limitation "trust bank" as herein defined.

"Federal Government" means the United States, or any agency, instrumentality or corporation thereof.

"Federal Securities" means bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal and interest of which securities are unconditionally guaranteed by, the United States.

"General Taxes" means general (ad valorem) taxes levied by the City against all taxable property within the boundaries of the City (unless otherwise qualified).

"Gross Revenues" means all income and revenues derived directly or indirectly by the City from the operation and use and otherwise pertaining to the Sewer System or any part thereof, whether resulting from repairs, enlargements, extensions, betterments or other improvements to the

Sewer System, or otherwise, and includes all revenues received by the City from the Sewer System, including, without limitation, all fees, rates, and other charges for the use of the Sewer System, or for any service rendered by the City in the operations thereof, directly or indirectly, the availability of any such service or the sale or other disposal of any commodity derived therefrom, but excluding any moneys borrowed and used for the acquisition of capital improvements and any moneys received as grants, appropriations or gifts from the United States, the State or other sources, the use of which is limited by the grantor or donor to the construction of capital improvements for the Sewer System, except to the extent any such moneys shall be received as payments for the use of the Sewer System, services rendered thereby, the availability of any such service or the disposal of any such commodities. "Gross Revenues" shall also include all income or other gain from the investment of such income and revenues and of the proceeds of securities payable from Gross Revenues or Net Revenues. "Gross Revenues" shall not include revenues derived by the city from special assessments, or the levy thereof, against any tract of land specially benefited by any sanitary sewer project, to defray wholly or in part the cost of the sanitary sewer project.

"Net Revenues" means the Gross Revenues remaining after the deduction of Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining and repairing the Sewer System, including, without limitation:

- (a) engineering, auditing, reporting, legal and other overhead expenses relating to the administration, operation and maintenance of the Sewer System;
- (b) fidelity bond and property and liability insurance premiums pertaining to the Sewer System or a reasonably allocable share of a premium of any blanket bond or policy pertaining to the Sewer System;
- (c) payments to pension, retirement, health and hospitalization funds, and other insurance and to any self-insurance fund as insurance premiums not in excess of such premiums which would otherwise be required for such insurance;
- (d) any general taxes, assessments, excise taxes or other charges which may be lawfully imposed upon the City, the Sewer System, revenues therefrom or the

City's income from or operations of any properties under its control and pertaining to the Sewer System, or any privilege in connection with the Sewer System or its operations;

(e) the reasonable charges of any Paying Agent or Registrar and any other depository bank pertaining to the Bonds or any other securities payable from Gross Revenues or otherwise pertaining to the Sewer System;

(f) contractual services, professional services, salaries, other administrative expenses and costs of materials, supplies, repairs and labor pertaining to the Sewer System or to the issuance of the Bonds as herein defined, or any other securities relating to the Sewer System, including, without limitation, the expenses and compensation of any receiver or other fiduciary under the Bond Act;

(g) the costs incurred by the City Council in the collection and any refunds of all or any part of Gross Revenues;

(h) any costs of utility services furnished to the Sewer System;

(i) any lawful refunds of any Gross Revenues; and

(j) all other administrative, general and commercial expenses pertaining to the Sewer System including, without limitation, any payments of arbitrage rebate to the United States required by Section 148 of the Tax Code;

but excluding:

(i) any allowance for depreciation;

(ii) any costs of extensions, enlargements, betterments and other improvements, or any combination thereof;

(iii) any reserves for major capital replacements, other than normal repairs;

(iv) any reserves for operation, maintenance or repair of the Sewer System;

(v) any allowance for the redemption of any Bond or other security or the payment of any interest thereon or any prior redemption premium due in connection therewith;

(vi) any liabilities incurred in the acquisition or improvement of any properties comprising any project or any existing facilities, or any combination thereof, pertaining to the Sewer System, or otherwise; and

(vii) any liabilities imposed on the City for any legal liability not based on contract, including, without limitation, negligence in the operation of the Sewer System.

"Outstanding" when used with reference to the Bonds or any other designated securities payable from Net Revenues and as of any particular date means all of the Bonds in any manner theretofore and thereupon being executed and delivered:

(a) Except any bond or other security canceled by the City, the Registrar, Paying Agent, or otherwise on the City's behalf, at or before such date;

(b) Except any bond or other security for the payment or the redemption of which moneys at least equal to its Bond Requirements to the date of maturity or to any applicable Redemption Date shall have heretofore been deposited with a trust bank in escrow or in trust for that purpose, as provided in Section 55 hereof; and

(c) Except any bond or other security in lieu of or in substitution for which another Bond or other security shall have been executed and delivered.

"Parity Securities" means securities of the City pertaining to the Sewer System and payable from and secured by Net Revenues on a parity with the Bonds, to the extent issued in accordance with the terms, conditions and limitations hereof.

"Paying Agent" means the Treasurer of the City or any successor thereto as paying agent for the Bonds appointed by the City Council.

"Person" means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State or any other body corporate and politic other than the City), partnership, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

"Project" means the refunding of the Refunded Bonds.

"Redemption Date" means a date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from any Net Revenues in any notice of prior redemption or otherwise fixed and designated by the City.

"Redemption Price" means, when used with respect to a Bond or other designated security payable from any Net Revenues, the principal amount thereof plus the applicable premium, if any, payable upon the redemption thereof prior to the stated maturity date of such Bond or other security on a Redemption Date in the manner contemplated in accordance with the security's terms.

"Registrar" means the Treasurer of the City or any successor thereto as registrar for the Bonds appointed by the City Council.

"Sewer System" means the sanitary sewer system of the City, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, construction or otherwise, and used in connection with such system of the City, and in any way pertaining thereto, whether or not located within or without or both within and without the boundaries of the City, for the collection, interception, transportation, treatment, purification and disposal of sewage, liquid wastes, solid wastes, night soil and industrial waste, including, without limitation, sewage improvements, sewage purification, treatment and disposal works, appurtenant machinery, apparatus, structures, buildings and related or appurtenant furniture, fixtures and other equipment, as such system is from time to time extended, bettered or otherwise improved, or any combination thereof.

"Subordinate Securities" means securities of the City pertaining to the Sewer System and payable from and secured by Net Revenues subordinate and junior to the pledge thereof to the Bonds, to the extent issued in accordance with the terms, conditions and limitations hereof.

"Tax Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the applicable regulations and rulings thereunder.

Other capitalized terms used herein shall have the meanings given to such terms in the text hereof, except where the context by clear implication otherwise requires.

SECTION 3. Ratification. All action heretofore taken by the Council and the officers of the City directed toward the Project and toward the issuance, sale and delivery of the

Bonds, not inconsistent with the terms and conditions herewith, is hereby ratified, approved and confirmed.

SECTION 4. Estimated Life of Facilities. The Council, on behalf of the City, has determined and does hereby declare:

A. The estimated life or estimated period of usefulness of the improvements acquired with the proceeds of the Refunded Bonds is not less than 21 years from the date of their issuance; and

B. The Bonds shall mature at such time or times not exceeding such estimated life or estimated period of usefulness.

SECTION 5. Necessity of Project and Bonds. It is necessary and in the best interests of the Council, its officers, and the inhabitants of the City, that the City effect the Project and defray wholly or in part the cost thereof by the issuance of the Bonds therefor; and it is hereby so determined and declared.

SECTION 6. Authorization of Project and Acceptance of Bond Purchase Proposal. The Council hereby authorizes the Project, and pursuant to NRS 350.810 and MSRB Rule G-23, the Council hereby consents to receiving a bid on the Bonds from Zions First National Bank, and this consent shall constitute a written agreement as required by NRS 350.810. The Finance Director, or in his absence the City Manager, is authorized to accept the Bond Purchase Proposal submitted by the Purchase for the purchase of the Bonds as set forth herein.

SECTION 7. Ordinance to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by those who shall own the same from time to time, the provisions hereof shall be deemed to be and shall constitute a contract between the City and the registered owners from time to time of the Bonds.

SECTION 8. Bonds Equally Secured. The covenants and agreements herein set forth to be performed shall be for the equal benefit, protection and security of the owners of any and all of the Outstanding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction except as otherwise expressly provided in or pursuant to this Ordinance.

SECTION 9. General Obligations. All of the Bonds, as to the Bond Requirements, shall constitute general obligations of the City, which hereby pledges its full faith and credit for their payment. So far as possible, Bond Requirements shall be paid from Net Revenues of the Sewer System (the "Pledged Revenues"). However, the Bonds as to all Bond Requirements shall also be payable from general (ad valorem) taxes (the "General Taxes") (except to the extent that other moneys such as Net Revenues are available therefor) as herein provided.

SECTION 10. Limitations upon Security. The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City, except for the proceeds of General Taxes and any other moneys pledged for the payment of the Bonds. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

SECTION 11. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance authorizing their issuance or any other instrument relating thereto, against any individual member of the Council or any officer or other agent of the Council or City, past, present or future, either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as a part of the consideration of its issuance specially waived and released.

SECTION 12. Authorization and Sale of Bonds. For the purpose of providing funds to pay all or a portion of the cost of the Project, the City shall issue its "City of Las Vegas, Nevada, General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2007", in the aggregate principal amount necessary to effect the Project (not to exceed \$20,000,000). The Bonds shall be sold to the Purchaser designated in the Certificate of the Finance Director, and the City Finance Director is authorized to execute the Bond Purchase Proposal in accordance with the provisions of NRS 350.105 to 350.185, inclusive, and in accordance with the provisions of this Ordinance.

SECTION 13. Bond Details. The Bonds shall be issued in fully registered form, i.e., registered as to both principal and interest. The Bonds shall be dated initially as of the date of their delivery, and except as otherwise provided in Section 18 hereof, shall be issued in denominations of

\$5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date, and no individual Bond will be issued with more than one maturity). The Bonds shall be numbered from 1 upward. The Bonds shall bear interest, calculated on the basis of a 360-day year of twelve 30-day months, from their date until their respective maturity dates (or, if redeemed prior to maturity as provided below, their redemption dates) at the respective rates set forth in the Certificate of the Finance Director, payable on April 1 and October 1 of each year commencing October 1, 2007; provided that those Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the rates set forth below from the most recent interest payment date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. The Bonds shall mature on the dates and in the amounts set forth in the Certificate of the Finance Director (not to exceed 10 years from the date of issuance of the Bonds).

The principal of and redemption premium, if any, on any Bond shall be payable to the registered owner thereof as shown on the registration records kept by the Treasurer of the City, in Las Vegas, Nevada, as registrar for the Bonds (the "Registrar"), upon maturity or prior redemption thereof and upon presentation and surrender at the office of the Treasurer of the City, in Las Vegas, Nevada, as paying agent for the Bonds (the "Paying Agent"). If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the interest rate borne by said Bond until the principal thereof is paid in full. Except as otherwise provided in Section 18 hereof, payment of interest on any Bond shall be made to the registered owner thereof by check or draft mailed by the Paying Agent, on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), to the registered owner thereof, at his or her address as shown on the registration records kept by the Registrar as of the close of business on the 15th day of the calendar month next preceding each interest payment date (other than a special interest payment date hereafter fixed for payment of defaulted interest) (the "Regular Record Date"); but any such interest not so timely paid or duly provided for shall cease to be payable to the owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the owner thereof, at his or her address, as shown on the registration records of the Registrar as of the close of business on a date fixed to determine the

names and addresses of owners for the purpose of paying defaulted interest (the "Special Record Date"). Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the owners of the Bonds not less than ten days prior thereto by first-class mail to each such owner as shown on the Registrar's registration records as of a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the owner of such Bond and the Paying Agent. All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

SECTION 14. Prior Redemption; Partial Redemption.

A. Optional Redemption or Prepayment. Bonds, or portions thereof (\$5,000 or any integral multiple), maturing on and after the date specified in the Certificate of the Finance Director, shall be subject to redemption prior to their respective maturities, at the option of the City, at any time on and after the date specified in the Certificate of the Finance Director, in whole or in part from any maturities selected by the City and by lot within a maturity (giving proportionate weight to Bonds in denominations larger than \$5,000), at a price equal to the principal amount of each bond, or portion thereof, so redeemed, accrued interest thereon to the redemption date, and a premium, if any, as provided in the Certificate of the Finance Director.

B. Mandatory Redemption. The Bonds set forth in the Certificate of the Finance Director, if any (the "Term Bonds"), shall be subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of the Term Bonds, there shall be deposited into the Principal Account on or before the principal payment date, of the years set forth in the Certificate of the Finance Director, a sum which, together with other moneys available in the Principal Account, is sufficient to redeem (after credit is provided below) on the dates and in

the principal amounts of the Term Bonds as set forth in the Certificate of the Finance Director plus accrued interest to the redemption date.

Not more than sixty days nor less than thirty days prior to the sinking fund payment dates for the Term Bonds, the Registrar shall proceed to select for redemption (by lot or in such other manner as the Registrar may determine) from all Outstanding Term Bonds, a principal amount of the Term Bonds equal to the aggregate principal amount of the Term Bonds redeemable with the required sinking fund payments, and shall call such Term Bonds or portions thereof for redemption from the sinking fund on the next principal payment date, and give notice of such call as provided in Section 15 of this Ordinance.

At the option of the City to be exercised by delivery of a written certificate to the Registrar not less than sixty days next preceding any sinking fund redemption date, it may (i) deliver to the Registrar for cancellation Term Bonds, or portions thereof (\$5,000 or any integral multiple thereof) in an aggregate principal amount desired by the City or, (ii) specify a principal amount of Term Bonds, or portions thereof (\$5,000 or any integral multiple thereof) which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond or portions thereof so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the City on the sinking fund redemption dates and any excess shall be so credited against future sinking fund redemption obligations in such manner as the City determines. In the event the City shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the respective Term Bonds or portions thereof to be canceled or in the event the Bonds are registered in the name of Cede & Co. as provided in Section 18 of this Ordinance, the certificate required by the first sentence of this paragraph shall be

accompanied by such direction and evidence of ownership as is satisfactory to The Depository Trust Company.

C. Partial Redemption. In the case of Bonds in a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, except as otherwise provided in Section 18 hereof, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. In the case of a partial redemption of Bonds of a single maturity pursuant to Subsections A or B of this Section, the Paying Agent shall select the Bonds to be redeemed by lot at such time as directed by the City (but at least 30 days prior to the redemption date), and if such selection is more than 60 days before a redemption date, except as otherwise provided in Section 18 hereof, shall direct the Registrar to appropriately identify the Bonds so called for redemption by stamping them at the time any Bond so selected for redemption is presented to the Registrar for stamping or for transfer or exchange, or by such other method of identification as deemed adequate by the Registrar, and any Bond or Bonds issued in exchange for, or to replace, any Bond or Bonds so called for prior redemption shall likewise be stamped or otherwise identified.

SECTION 15. Notice of Redemption. Unless waived by any owner of Bonds to be redeemed for purchase, official notice of any such redemption shall be given by the Registrar, on behalf of the City, by mailing a copy of an official redemption notice by registered or certified mail so long as Cede & Co. is the registered owner of the Bonds and the Municipal Securities Rulemaking Board ("MSRB") and otherwise by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond register or at such other address as is furnished in writing by such registered owner to the Registrar. Actual receipt of mailed notice by any owner of Bonds or the MSRB shall not be a condition precedent to redemption of such Bond or Bonds. Failure to give such notice to the MSRB or the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bonds. A certificate

by the Registrar that such notice has been given as herein provided shall be conclusive against all parties.

All official notices of redemption shall be dated and shall state:

- (1) the redemption date,
- (2) the purchase prices,
- (3) the identification by maturity (and, in the case of partial redemption of a maturity, other appropriate identification) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent (accrued interest to the redemption date being payable by mail or as otherwise provided in this Ordinance).

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

Notwithstanding the provisions of this section, any notice of redemption may contain a statement that the redemption is conditional upon receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be cancelled by written

notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

SECTION 16. Negotiability. The Bonds shall be fully negotiable within the meaning of and for the purpose of the Uniform Commercial Code - Investment Securities and each owner shall possess all rights enjoyed by holders of negotiable instruments under the Uniform Commercial Code - Investment Securities.

SECTION 17. Registration, Transfer and Exchange of Bonds. Except as otherwise provided in Section 18 hereof:

A. Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the owner or his or her attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations, as provided in Section 13 hereof. The Registrar shall authenticate and deliver a Bond or Bonds which the owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. For every exchange or transfer of Bonds requested by the owner thereof, the Registrar may make a sufficient charge to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and may charge a sum sufficient to pay the cost of preparing and authenticating a new Bond. No such charge shall be levied in the case of an exchange resulting from an optional prior redemption of a bond.

B. The Registrar shall not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business fifteen (15) days before the date of mailing by the Registrar of a notice of prior redemption of Bonds and ending at the close of business on the date of such mailing,

or (ii) any Bond, or any portion thereof, after the mailing of such notice as herein provided.

C. The person in whose name any Bond shall be registered, on the registration records kept by the Registrar, shall be deemed and regarded as the absolute owner thereof for the purpose of payment and for all other purposes (except to the extent otherwise provided in Section 13 hereof with respect to interest payments); and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the owner thereof or his or her legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

D. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the City may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

E. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the Council, upon request.

SECTION 18. Custodial Deposit.

A. Notwithstanding the foregoing provisions of Sections 13 to 17 hereof, the Bonds shall initially be evidenced by one Bond for each year in which the Bonds mature in denominations equal to the aggregate principal amount of the Bonds maturing in that year or, in the case of the Bonds subject to mandatory sinking fund redemption, the Bonds shall initially be evidenced by one Bond for each term in

denominations equal to the aggregate principal amount of the Bonds maturing in that term. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a "clearing corporation" as defined in NRS 104.8102, and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this Subsection A, or a determination by the City that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the designation by the City of another depository institution acceptable to the depository then holding the Bonds, which new depository institution must be both a "clearing corporation" as defined in subsection 3 of NRS 104.8102 and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository;

(3) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or clause (2) of this Subsection A, or a determination by the City that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the failure by the City, after reasonable investigation, to locate another qualified depository institution under clause (2) to carry out such depository functions.

B. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of Subsection A hereof or designation of a new depository pursuant to clause (2) of Subsection A hereof, upon receipt of the Outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity or, in the case

of the Bonds subject to mandatory sinking fund redemption, for each term of the Bonds then Outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of Subsection A hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of Subsection A hereof, and upon receipt of the Outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of \$5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 13 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The City, the Registrar and the Paying Agent shall be entitled to treat the registered owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the City, the Registrar and the Paying Agent shall have no responsibility for transmitting payments or notices to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to Subsection A hereof.

D. The City, the Registrar and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of Subsection A hereof in effectuating payment of the Bond Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

E. Upon any partial redemption of any maturity of the Bonds, Cede & Co. (or its successor) in its discretion may request the City to issue and authenticate a

new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment.

SECTION 19. Execution and Authentication.

A. Prior to the execution of any Bonds by facsimile signature and pursuant to NRS 350.638, to the act known as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS, and to the Supplemental Bond Act, the Mayor of the City (the "Mayor"), the City Treasurer (the "Treasurer") and the City Clerk (the "Clerk") shall each file with the Secretary of State of Nevada his or her manual signature certified by him or her under oath.

B. The Bonds shall be approved, signed and executed in the name of and on behalf of the City with the manual or facsimile signature of the Mayor, shall be countersigned and executed with the manual or facsimile signature of the Treasurer, and shall bear a manual impression or a facsimile of an impression of the official seal of the City attested with the manual or facsimile signature of the Clerk.

C. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form hereinafter provided, has been duly manually executed by the Registrar. By authenticating any of the Bonds initially delivered pursuant to this Ordinance, the Registrar shall be deemed to have assented to all of the provisions of this Ordinance.

D. The Mayor, the Treasurer and the Clerk are hereby authorized and directed to prepare and to execute the Bonds as herein provided.

SECTION 20. Incontestable Recital. Pursuant to NRS 350.628, the Bonds shall contain a recital that they are issued pursuant to the Bond Act, which recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

SECTION 21. State Tax Exemption. Pursuant to NRS 350.710, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof except for the tax on estates imposed pursuant to chapter 375A of NRS and the tax on generation skipping transfers imposed pursuant to chapter 375B of NRS.

SECTION 22. Bond Form. Subject to the provisions of this Ordinance, the Bonds shall be in substantially the following form, with such omissions, insertions, endorsements, and variations as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

CITY OF LAS VEGAS, NEVADA
GENERAL OBLIGATION (LIMITED TAX) SEWER REFUNDING BONDS
(ADDITIONALLY SECURED BY PLEDGED REVENUES)
SERIES 2007

No. _____ \$ _____

Interest Rate Maturity Date Dated As of CUSIP

___% per annum _____ 1, _____, 2007

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Las Vegas, Nevada, in Clark County, in the State of Nevada (the "City", "County", and the "State", respectively) for value received, hereby acknowledges itself to be indebted and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above (unless called for earlier redemption), and to pay interest thereon on April 1 and October 1 of each year, commencing on October 1, 2007, at the interest rate per annum specified above, until the principal sum is paid or payment has been provided for or, if such payment date is not a business day, on the next succeeding business day. This bond shall bear interest from the most recent interest payment date to which interest has been paid or, if no interest has been paid, from the date of the initial delivery of the series of bonds of which this bond is one (the "Bond"). The principal of and redemption premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of the City's paying agent for the Bonds or any successor (the "Paying Agent"), presently the Treasurer of the City, in Las Vegas, Nevada, who is also now acting as the City's Registrar for the Bonds (the "Registrar"). Interest on this Bond will be paid on each interest payment date (or, if such date is not a business day, on the next succeeding business day) by check or draft mailed to the person in whose name this Bond or any predecessor bond is registered (the "registered owner") in the registration records of the City maintained by the Registrar, at the address appearing thereon, as of the close of business on the 15th day of the calendar month next preceding such interest payment date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner as of the close of business on the Regular Record Date and shall be payable to the person who is the registered owner as of the close of business on a

special record date for the payment of any defaulted interest (the "Special Record Date"). Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owner not less than ten (10) days prior thereto. Alternative means of payment of interest may be used if mutually agreed to by the registered owner and the Paying Agent, as provided in the Ordinance of the City Council of the City (the "Council") authorizing the issuance of the Bonds and designated in Section 1 thereof as the "2007 Sewer Refunding Bond Ordinance" (the "Ordinance"), duly adopted by the Council on June 20, 2007. All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar. If this Bond is not paid upon presentation at its maturity, interest at the rate specified above shall continue to be borne hereby until the principal hereof is discharged as provided in the Ordinance.

This Bond is one of a series of Bonds issued by the City upon its behalf and upon the credit thereof, for the purpose of defraying wholly or in part the cost of refunding certain outstanding bonds of the City (the "Project"), under the authority of and in full compliance with the Constitution and laws of the State, and pursuant to the Ordinance.

This Bond is issued pursuant to Chapter 517, Statutes of Nevada, 1983, as amended (the "Charter"); pursuant to Nevada Revised Statutes ("NRS") 350.500 through 350.720, and all laws amendatory thereof designated in 350.500 thereof as the Local Government Securities Law (the "Bond Act"); pursuant to NRS 350.105 to 350.195, inclusive; pursuant to NRS chapter 348 (the "Supplemental Bond Law"); and pursuant to NRS 268.672 through 268.740, inclusive (the "City Bond Law"); pursuant to NRS 350.628, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS 350.710, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof except for the tax on estates imposed pursuant to chapter 375A of NRS and the tax on generation skipping transfers imposed pursuant to chapter 375B of NRS.

[The Bonds, or portions thereof, maturing on and after the date set forth in the Certificate of the Finance Director, are subject to redemption prior to their respective maturities, at the option of the City, on and after the date set forth in the Certificate of the Finance Director, in whole or in part at any time from any maturity or maturities selected by the Council and by lot within a maturity (giving proportionate weight to Bonds in denominations larger than \$5,000), at a price equal to the principal amount of each Bond, or portion thereof, so redeemed, and accrued interest thereon to the redemption date.]

[Redemption shall be made upon not less than 30 days' prior mailed notice in the manner and upon the conditions provided in the Ordinance. If this Bond is called for redemption and payment is duly provided for as specified in the Ordinance, interest shall cease to accrue hereon from and after the date fixed for redemption.]

[Certain of the Bonds shall be subject to mandatory sinking fund redemption.]

It is hereby certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that the total indebtedness of the City, including that of this Bond does not exceed any limit of indebtedness prescribed by the Constitution or by the laws of the State or the Charter of the City; that provision has been made for the levy and collection of annual general (ad valorem) taxes ("General Taxes") against all the taxable property within the City sufficient to pay the principal of, interest on, and any prior redemption premiums due on this Bond (the "Bond Requirements") when the same become due (except to the extent other revenues are available therefor), subject to the limitations imposed by the Constitution and by the statutes of the State; and that the full faith and credit of the City are hereby irrevocably pledged to the punctual payment of Bond Requirements of this Bond according to its terms.

Payment of the principal of and interest on the Bonds are additionally secured by a pledge of the net revenues (herein called the "Net Revenues") derived by the City from the operation and use of, and otherwise pertaining to, the sanitary sewer system of the City, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City, through purchase, construction or otherwise, and in any way pertaining thereto, whether or not located within or without or both within and without the boundaries of the City, for the collection, interception, transportation, treatment, purification and disposal of sewage, liquid wastes, solid wastes, night soil and industrial wastes, including, without limitation, sewerage improvements, sewage purification, treatment and disposal works, and appurtenant machinery, apparatus, structures, and buildings, and related or appurtenant furniture, fixtures and other equipment or any combination thereof (herein called the "Sewer System"), whether resulting from extensions, enlargements, repairs, betterments or other improvements to the Sewer System, or otherwise, but excluding (1) moneys raised for capital improvements, and (2) grants, appropriations or gifts for limited uses, and after provision is made for the payment of all necessary and reasonable operation and maintenance expenses of the Sewer System, which Net Revenues are so pledged as more specifically provided in the Ordinance.

The Bonds are equally and ratably secured by such pledge of the Net Revenues, and such pledge constitutes an irrevocable lien (but not necessarily an exclusively lien) upon the Net Revenues. Additional securities may be issued and made payable from the Net Revenues of the Sewer System and having a lien thereon subordinate to or on a parity with such pledge, in each case subject to the conditions of and in accordance with the Ordinance.

Reference is made to the Ordinance and to the Bond Act, for an additional description of the nature and extent of the security for the Bonds, the accounts, funds, or revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the registered owners of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued, and a statement of rights, duties, immunities, and obligations of the City, and other rights and remedies of the owners of the Bonds.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance may be amended or otherwise modified by action of the City taken in the manner and

subject to the conditions and exceptions prescribed in the Ordinance. The pledge of Net Revenues under the Ordinance may be discharged at or prior to the respective maturities or prior redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Ordinance.

This Bond shall not be entitled to any benefit under the Ordinance, or be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

The City and the Registrar and Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of payment and for all other purposes, except to the extent otherwise provided hereinabove and in the Ordinance with respect to Regular and Special Record Dates for the payment of interest.

The Bonds shall not be transferable or exchangeable except as set forth in the Ordinance. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co., (or in such other name as is requested by an authorized representative of DTC) ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Upon any partial prior redemption of the Bond, Cede & Co., in its discretion may request the Registrar to authenticate a new Bond or shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Paying Agent prior to prepayment.

No transfer of this Bond shall be valid unless made on the registration records maintained at the principal office of the Registrar by the registered owner or his or her attorney duly authorized in writing.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise in respect to the Ordinance or other instrument pertaining thereto against any individual member of the Council, or any officer or other agent of the City, past, present, or future, either directly or indirectly through the Council or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, in the County of Clark and State of Nevada has caused this Bond to be executed in the name and on behalf of the City with the manual or facsimile signature of the Mayor, to be attested, signed and executed with a manual or facsimile signature of the City Clerk, has caused a manual or facsimile impression of the seal of the City to be affixed hereon, and has caused this Bond to be countersigned with the manual or facsimile signature of the City Treasurer, all as of _____, 2007.

CITY OF LAS VEGAS, NEVADA

By: (Manual or Facsimile Signature)

Mayor

Las Vegas, Nevada

Countersigned:

(MANUAL OR FACSIMILE CITY SEAL)

(Manual or Facsimile Signature)

City Treasurer

Las Vegas, Nevada

Attest:

(Manual or Facsimile Signature)

Acting City Clerk

Las Vegas, Nevada

* Insert only if Certificate of Finance Director designates any of the Bonds as term Bonds.

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication for Bonds)

Date of authentication
and registration _____

This is one of the Bonds described in the within-mentioned Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

CITY OF LAS VEGAS, NEVADA
CITY TREASURER,
as Registrar

By Manual Signature
Authorized Officer or Employee

(End of Form of Registrar's Certificate of Authentication for Bonds)

(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Bond have been prepaid by the City of Las Vegas, Nevada, in accordance with the terms of the Ordinance authorizing the issuance of this Bond.

<u>Date of</u> <u>Prepayment</u>	<u>Principal</u> <u>Amount</u> <u>Prepaid</u>	<u>Signature of</u> <u>Authorized</u> <u>Representative of DTC</u>

(End of Form of Prepayment Panel)

(Form of Assignment for Bonds)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the records kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Name of Transferee:

Address of Transferee:

Social Security or other tax
identification number of
Transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

(End of Form of Assignment for Bonds)

SECTION 23. Use of Predecessor's Signature. The Bonds bearing the signatures of the officers in office at the time of the execution of the Bonds shall be valid and binding obligations of the City, notwithstanding that before their delivery any or all of the persons who executed them shall have ceased to fill their respective offices. The Mayor, the City Treasurer, and the City Clerk at the time of the execution of a signature certificate relating to the Bonds, may each adopt as and for his own facsimile signature the facsimile signature of his predecessor in office if such facsimile signature appears upon any of the Bonds.

SECTION 24. Deposit of Proceeds. The City Treasurer shall cause the proceeds of the Bonds to be applied as follows:

A. First, an amount sufficient from the proceeds of the Bonds, together with other available moneys of the City, shall be deposited into a special account hereby created and designated "City of Las Vegas, Nevada, General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2007 Escrow Account" (the "Escrow Account") to be held by The Bank of New York Trust Company, N.A. (the "Escrow Bank") pursuant to the agreement between the City and the Escrow Bank (the "Escrow Agreement") and shall be applied solely to the Project as set forth in the Escrow Agreement. After completion of the Project, or after adequate provision is made therefore, any unexpended balance of Bond proceeds in the Escrow Account shall be deposited into the Principal Account or the Interest Account to be used to pay the principal of and interest on the Bonds.

B. Second, the balance of the proceeds received from the sale of the Bonds shall be deposited into a special account hereby created and designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2007, Cost of Issuance Account" (the "Cost of Issuance Account") to be held by the City. Moneys in the Cost of Issuance Account shall be used solely to defray wholly or in part the cost of issuance of the Bonds. After the Project is complete and after all expenses have been paid or adequate provision therefor is made, pursuant to NRS 350.650, any

unexpended balance of Bond proceeds (or, unless otherwise required by law, any other moneys) remaining in the Cost of Issuance Account shall be deposited into the Principal Account or Interest Account hereinafter created to be used to pay the principal of and interest on the Bonds.

SECTION 25. Completion of Project. The City, with the proceeds derived from the sale of the Bonds, shall proceed to complete the Project with due diligence to the best of the City's ability hereinabove provided.

SECTION 26. Use of Investment Gain. Pursuant to NRS 350.658, and except as may otherwise be required herein, any gain from any investment and any reinvestment of any proceeds of the Bonds (except gain from any investment or reinvestment of proceeds of the Bonds deposited in the Escrow Account) shall be deposited promptly upon the receipt of such gain at any time or from time to time into the Cost of Issuance Account to the extent necessary to pay the cost of issuance of the Bonds, and thereafter, shall be deposited to the Principal Account or Interest Account, hereinafter created, for the payment of the principal of or interest on the Bonds or any combination thereof.

SECTION 27. Purchaser Not Responsible. The validity of the Bonds shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the Project, or any part thereof, or to the completion of the Project. Neither the Purchaser, any associate thereof, nor any subsequent owner of any Bond shall in any manner be responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys referred to in this Ordinance.

SECTION 28. General Tax Levies. So far as possible, the Bond Requirements of the Bonds shall be paid from Net Revenues of the Sewer System. However, pursuant to NRS 350.596, the principal and interest falling due on the Bonds at any time when there are not on hand sufficient funds to pay same shall be paid out of a general fund of the City or out of any other funds that may be available for such purpose, including, without limitation, any proceeds of General Taxes. For the purpose of repaying any moneys so paid from any such fund or funds (other than any moneys available without replacement for the payment of such Bond Requirements on other than a temporary basis), and for the purpose of creating funds for the payment of the Bond Requirements,

there are hereby created separate accounts designated respectively as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2007, Principal Account" (the "Principal Account") and the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2007, Interest Account" (the "Interest Account"; collectively, the "Bond Fund"). Pursuant to NRS 350.592 and 350.594, there shall be duly levied immediately after the issuance of the Bonds and annually thereafter, until all of the Bond Requirements shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the City, including the net proceeds of mines, fully sufficient to reimburse such fund or funds for any such amounts temporarily advanced to pay such initial installments of principal and interest, and to pay the interest on the Bonds becoming due after such initial installment, and to pay, retire and redeem the Bonds as they thereafter become due at maturity as herein provided, after there are made due allowances for probable delinquencies. The proceeds of such annual levies shall be duly credited to such separate accounts for the payment of such Bond Requirements. In the preparation of the annual budget or appropriation resolution or ordinance for the City, the Council shall first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the City, including, without limitation, the Bonds, subject to the limitation imposed by NRS 361.453 and Section 2, art. 10, State Constitution, and the amount of money necessary for this purpose shall be a first charge against all the revenues received by the City.

SECTION 29. Priorities for Bonds. As provided in NRS 361.463, in any year in which the total General Taxes levied against the property in the City by all overlapping units within the boundaries of the City exceeds the limitation imposed by NRS 361.453, or a lesser or greater amount fixed by the State Board of Examiners in any fiscal year, and it becomes necessary by reason thereof to reduce the levies made by any and all such units, the reductions so made shall be in General Taxes levied by such unit or units (including, without limitation, the City and the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The General Taxes levied for the payment of such bonded indebtedness and the interest thereon shall always enjoy a priority over General Taxes levied by each such unit (including, without limitation,

the City and the State) for all other purposes where reduction is necessary in order to comply with the limitation of NRS 361.453.

SECTION 30. Correlation of Levies. Such General Taxes shall be levied and collected in the same manner and at the same time as other taxes are levied and collected, and the proceeds thereof for the Bonds herein authorized shall be kept in the Principal Account and in the Interest Account, which accounts shall be used for no other purpose than the payment of principal and interest, respectively, as the same fall due.

SECTION 31. Use of General Fund. Any sums becoming due on the Bonds at any time when there are on hand from such General Taxes (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the City, reimbursement to be made for such general funds in the amounts so advanced when the General Taxes herein provided for have been collected, pursuant to NRS 350.596.

SECTION 32. Use of Other Funds. Nothing in this Ordinance prevents the City from applying any funds (other than General Taxes but including Net Revenues as herein defined) that may be available for that purpose to the payment of the Bond Requirements as the same, respectively, fall due, and upon such payments, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 350.598.

SECTION 33. Legislative Duties. In accordance with NRS 350.592, it shall be the duty of the Council annually, at the time and in the manner provided by law for levying other General Taxes of the City, if such action shall be necessary to effectuate the provisions of this Ordinance, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the Council shall require the officers of the City to levy, extend and collect such General Taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of the Bonds and the interest thereon. Such General Taxes when collected shall be kept for and applied only to the payment of the principal of and the interest on the Bonds as hereinbefore specified.

SECTION 34. Appropriation of General Taxes. In accordance with NRS 350.602, there is hereby specially appropriated the proceeds of such General Taxes to the payment of such principal of and interest on the Bonds; and such appropriations will not be repealed nor the General

Taxes postponed or diminished (except as herein otherwise expressly provided) until the Bond Requirements for the Bonds have been wholly paid.

SECTION 35. Pledge of Net Revenues. Subject only to the provisions of this Ordinance permitting the application thereof for or to the purposes and on the terms and conditions set forth herein, there are hereby additionally pledged to secure the payment of principal of and interest on the Bonds in accordance with their terms and the provisions of this Ordinance, all of the Net Revenues of the Sewer System. This pledge shall be valid and binding from and after the date of the delivery of the Bonds to the Purchaser; and the Net Revenues, as received by the City shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing or further act; and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any and all other obligations and liabilities of the City payable from the Net Revenues, except as herein otherwise provided.

SECTION 36. Revenue Fund. So long as any of the Bonds shall be Outstanding, the entire Gross Revenues (as herein defined), upon their receipt from time to time by the City, shall be set aside and credited immediately to a separate account heretofore created in the treasury of the City and designated as the "City of Las Vegas Sanitary Sewer System Gross Revenues Fund" (the "Revenue Fund"). So long as any of the Bonds hereby authorized shall be Outstanding, the Revenue Fund shall be administered and the moneys on deposit therein shall be applied in the order of priority specified in Sections 37 through 42.

SECTION 37. Operation and Maintenance Fund. First, from time to time there shall be transferred and credited to a separate account heretofore created in the treasury of the City and designated as the "City of Las Vegas Sanitary Sewer System Operation and Maintenance Fund" (the "Operation and Maintenance Fund"), moneys sufficient to pay Operation and Maintenance Expenses (as hereinafter defined), as budgeted and approved in accordance with law, as such expenses become due and payable, and thereupon they shall be promptly paid. Any surplus remaining in the Operation and Maintenance Fund at the end of the fiscal year of the City and not needed for Operation and Maintenance Expenses shall be transferred to the Revenue Fund.

SECTION 38. Interest Account. Second, from any moneys thereafter remaining in the Revenue Fund, i.e., from the Net Revenues, there shall be transferred and credited to the Interest Account, the Interest Account created for the payment of the January 1997 Bonds, the Interest Account created for the payment of the December 1997 Bonds, the Interest Account created for the payment of the bonds (the "2001 Bonds") authorized by Ordinance No. 5298 of the City, the Interest Account created for the payment of the bonds (the "2002 Bonds") authorized by Ordinance No. 5531 of the City, the Interest Account created for the payment of the bonds (the "2004 Bonds") authorized by Ordinance No. 5691 of the City, the Interest Account created for the payment of the bonds (the "2006A Bonds") authorized by Ordinance No. 5815 of the City, and to any other fund or account established for the payment of interest on any other Parity Securities monthly, commencing the first day of the month immediately succeeding the delivery to the Purchaser of the Bonds, the amount necessary to accumulate by substantially equal monthly installments (together with any other moneys from time to time available therefor from whatever sources) the amount necessary to pay the installment of interest next due on the Bonds and such Parity Securities.

SECTION 39. Principal Account. Third, from any moneys thereafter remaining in the Revenue Fund, there shall be transferred and credited to the Principal Account, the Principal Account created for the payment of the January 1997 Bonds, the Principal Account created for the payment of the December 1997 Bonds, the Principal Account created for the payment of the 2001 Bonds, the Principal Account created for the payment of the 2002 Bonds, the Principal Account created for the payment of the 2004 Bonds, the Principal Account created for the payment of the 2006A Bonds, and to any other fund or account established for the payment of principal or sinking fund installments on any other Parity Securities monthly, commencing on the first day of the month immediately succeeding the delivery of the Bonds to the Purchaser, the amount necessary to accumulate by substantially equal monthly installments (together with any other moneys from time to time available therefor from whatever sources) to pay the installment of principal next due on the Bonds and such Parity Securities.

SECTION 40. Rebate Fund. Fourth, from any money thereafter remaining in the Revenue Fund, there shall be transferred and credited to the rebate funds created by ordinances authorizing the issuance of the Outstanding Parity Securities the amounts required to be deposited

therein, and concurrently with such transfers, there shall be transferred and credited to a special and separate account hereby created and designated as the "City of Las Vegas, General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2007, Rebate Fund" (the "2007 Rebate Fund") and to any other fund or account hereafter established for payment of amounts due the United States under § 148(f) of the Tax Code in connection with any future Parity Securities such amounts as are required to be deposited therein to meet the City's obligations under the covenant contained in § 54 hereof, in accordance with § 148(f) of the Tax Code. Such deposits shall be made at such times as are required by § 148(f) of the Tax Code and such covenant and amounts in the 2007 Rebate Fund shall be used for the purpose of making the payments to the United States required by such covenant and § 148(f) of the Tax Code. Any amounts in the 2007 Rebate Fund in excess of those required to be on deposit therein may be withdrawn therefrom and deposited into the Revenue Fund.

SECTION 41. Payment of Subordinate Securities. Fifth, any moneys thereafter remaining in the Revenue Fund may be used by the City for the payment of the principal of and interest on Subordinate Securities; and may be used to create reasonable reserves and to pay rebate for such securities.

SECTION 42. Surplus Revenues. Sixth, any moneys thereafter remaining in the Revenue Fund may be used by the City at the end of any fiscal year of the City, or whenever there shall have been credited all amounts required to be deposited in the respective foregoing separate accounts for all of that fiscal year, for any lawful purposes of the City, as the City Council may from time to time determine, including, without limitation, for the creation of operation and maintenance reserves and capital reserves, the payment of capital costs and major maintenance costs of the Sewer System, to pay any other obligations pertaining to the System or otherwise.

SECTION 43. Termination of Deposits. No payment need be made into the Interest Account or Principal Account if the amounts in those funds total a sum at least equal to the entire amount of the Outstanding Bonds as to all Bond Requirements to their respective maturities both accrued and not accrued, in which case moneys in such account in an amount, except for any interest or other gain to accrue from any investment of moneys in Federal Securities (as herein defined) from the time of any such investment to the time or respective times the proceeds of any such investment

or deposit shall be needed for such payment, at least equal to such Bond Requirements, shall be used, together with any such gain from such investments, solely to pay such Bond Requirements as the same become due.

SECTION 44. Equal Security. The Bonds and any Parity Securities from time to time Outstanding shall be equally and ratably secured by the pledge of Net Revenues hereunder and shall not be entitled to any priority one over the other in the application of the Net Revenues regardless of the time or times of the issuance of the Bonds and any such Parity Securities.

SECTION 45. Defraying Delinquencies. If at any time the City shall for any reason fail to pay into the Interest Account, the Principal Account, or the 2007 Rebate Fund the full amount above stipulated from the Net Revenues, then an amount shall be paid first into the Interest Account and Principal Account and second into the 2007 Rebate Fund at such time equal to the difference between that paid from the Net Revenues and the full amount so stipulated. If securities (other than the Bonds) are Outstanding, the payment of which are secured by a lien on the Net Pledged Revenues which lien is on a parity with the lien hereon of the Bonds, and if the proceedings authorizing issuance of those securities require the replacement of moneys in a Interest Account, Principal Account, reserve fund or rebate fund therefor, then the moneys replaced in such funds shall be replaced on a pro rata basis related to the principal amount of the then Outstanding Bonds and the then Outstanding other Parity Securities, as moneys become available therefor, first into all of such interest, principal, and reserve funds and second into all such rebate funds.

SECTION 46. Conditions to Additional Parity Securities.

A. Nothing herein, except as expressly hereinafter provided, shall prevent the issuance by the City of additional securities payable from Net Revenues and constituting a lien thereon on a parity with, but not prior or superior to, the lien thereon of the Bonds, provided, however, that the following are express conditions to the authorization and issuance of any such Parity Securities:

(1) At the time of adoption of the instrument authorizing the issuance of the additional Parity Securities, the City shall not be in default in the payment of principal of or interest on the Bonds.

(2) The Net Revenues (subject to adjustments as hereinafter provided) projected by the City Finance Director, the Director of Public Works or an independent accountant or consulting engineer to be derived in the later of (i) the Fiscal Year immediately following the Fiscal Year in which the facilities to be financed with the proceeds of the additional Parity Securities are projected to be completed or (ii) the first Fiscal Year for which no interest has been capitalized for the payment of any Parity Securities, including the Parity Securities proposed to be issued, will be sufficient to pay at least an amount equal to the principal (or redemption price) and interest requirements (to be paid during that Fiscal Year) of the Outstanding Bonds, any other Outstanding Parity Securities of the City and the Parity Securities proposed to be issued (excluding any reserves therefor).

B. In any determination of whether or not additional Parity Securities may be issued in accordance with the foregoing earnings test, consideration shall be given to any probable estimated increase or reduction in Operation and Maintenance expenses that will result from the expenditure of the funds proposed to be derived from the issuance and sale of the additional Parity Securities.

C. In any determination of whether or not additional Parity Securities may be issued in accordance with the foregoing earnings test, the respective annual principal (or redemption price) and interest requirements shall be reduced to the extent such requirements are scheduled to be paid with moneys held in trust or in escrow for that purpose by any trust bank within or without the State, including the known minimum yield from any investment in Federal Securities (as herein defined).

D. A written certificate or written opinion by the City's Finance Director, the City's Director of Public Works, or an independent accountant or consulting engineer that the foregoing earnings test is met, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional Parity Securities.

E. In connection with the authorization of any such additional securities the Council may on behalf of the City adopt any additional covenants or agreements

with the holders of such additional securities; provided, however, that no such covenant or agreement may be in conflict with the covenants and agreements of the City herein and no such covenant or agreement may be materially adverse to the interests of the holders of the Bonds. Any finding of the Council to the effect that the foregoing requirements are met shall, if made in good faith, conclusively establish that the foregoing requirements have been met for purposes of this Ordinance.

F. Nothing herein permits the issuance of securities having a lien on the Net Revenues superior to the lien thereon of the Bonds.

SECTION 47. Subordinate Securities for the Sewer System. Nothing herein, except as expressly hereinafter provided, shall prevent the City from issuing additional securities payable from Net Revenues and constituting a lien thereon subordinate to the lien thereon of the Bonds and any Outstanding Parity Securities; provided, however, that the proceeds of any such Subordinate Securities shall be used only to pay the cost (including, without limitation, incidental expenses) of a project for the betterment, enlargement, extension, other improvement or equipment of the Sewer System, or any combination thereof.

SECTION 48. Issuance of Refunding Bonds.

A. At any time after the Bonds, or any part thereof, are issued and remain Outstanding, if the City shall find it desirable to refund any Outstanding Bonds or other Outstanding Parity or Subordinate Securities payable from and constituting a lien upon any Gross Revenues, such Bonds or other securities, or any part thereof, may be refunded only if the Bonds or other securities at the time or times of their required surrender for payment shall then mature or shall be then callable for prior redemption for the purpose of refunding them at the City's option upon proper call, unless the owner or owners of all such Outstanding securities consent to such surrender and payment, regardless of whether the priority of the lien for the payment of the refunding securities on the Pledged Revenues is changed (except as provided in Section 46F hereof).

B. The refunding bonds or other refunding securities so issued shall enjoy complete equality of lien with the portion of any securities of the same issue

which is not refunded, if there is any; and the owner or owners of the refunding securities shall be subrogated to all of the rights and privileges enjoyed by the owner or owners of the unrefunded securities of the same issue partially refunded by the refunding securities.

C. Any refunding bonds or other refunding securities payable from any Gross Revenues shall be issued with such details as the Council may by ordinance provide, subject to the provisions of this section but without any impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of the Outstanding securities of any one or more issues (including, without limitation, the Bonds).

D. If only a part of the Outstanding Bonds and other Outstanding securities of any issue or issues payable from the Gross Revenues is refunded, then such securities may not be refunded without the consent of the owner or owners of the unrefunded portion of such securities:

(1) Unless the refunding bonds or other refunding securities do not increase for any Bond Year the aggregate principal and interest requirements evidenced by the refunding securities and by the Outstanding securities not refunded on and before the last maturity date or last Redemption Date, if any, whichever is later, of the unrefunded securities, and unless the lien of any refunding bonds or other refunding securities on the Net Revenues is not raised to a higher priority than the lien thereon of the Bonds or other securities thereby refunded; or

(2) Unless the lien on any Gross Revenues for the payment of the refunding securities is subordinate to each such lien for the payment of any securities not refunded; or

(3) Unless the refunding bonds or other refunding securities are issued in compliance with Section 46 hereof.

SECTION 49. Operation of the System. The City shall at all times operate the Sewer System properly and in a sound and economical manner and shall maintain, preserve and keep the Sewer System properly, or cause the same so to be maintained, preserved and kept, in good

repair, working order and condition. The City also shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Sewer System may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating sanitary sewer facilities of like size and character.

Except for the use of the Sewer System or services pertaining thereto in the normal course of business, neither all nor a substantial part of the Sewer System shall be sold, leased, mortgaged, pledged, encumbered, alienated or otherwise disposed of until all the Bonds have been paid in full, or unless provision has been made therefor as hereinafter provided.

SECTION 50. Payment of Taxes, Etc. The City shall pay or cause to be paid all taxes, assessments and other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Sewer System or any part thereof, or upon any portion of the Gross Revenues, when the same shall become due. The City shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Sewer System or any part thereof, except for any period during which the validity of the same is being contested in good faith by proper legal proceedings. The City shall not create or suffer to be created any lien or charge on the Sewer System or any part thereof, or upon the Gross Revenues, except the pledge and lien created by this Ordinance for the payment of the Bonds and any other outstanding Parity or Subordinate Securities issued in accordance herewith, and except as herein otherwise permitted. The City shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Sewer System or any part thereof, or upon the Gross Revenues. Nothing herein contained requires the City to pay or cause to be discharged or to make provision for any such tax, assessment, lien, charge or demand before the time when payment thereon shall be due, or so long as the validity thereof shall be contested in good faith by appropriate legal proceedings.

SECTION 51. No Competing Facilities. The City shall neither construct nor permit to be constructed other facilities or structures to be operated by the City separate from the Sewer System and competing for Gross Revenues otherwise available for the payment of the Bonds or any

other securities payable from Net Revenues; provided, however, that nothing herein contained shall impair the police powers of the City or otherwise cause the City to violate any applicable law.

SECTION 52. Rate Covenant. The City shall charge against users or against purchasers of services or commodities pertaining to the Sewer System such fees, rates and other charges as shall be sufficient to produce Gross Revenues annually which, together with any other funds available therefor, will be in each fiscal year of the City at least equal to the sum of:

(a) an amount equal to the annual Operation and Maintenance Expenses for such fiscal year;

(b) an amount equal to the Bond Requirements and other debt service due in such fiscal year on the then Outstanding Bonds and any Outstanding Parity Securities; and

(c) any other amounts payable from the Net Revenues and pertaining to the Sewer System, including, without limitation, debt service on any Subordinate Securities and any other securities pertaining to the Sewer System, operation and maintenance reserves, capital reserves and prior deficiencies pertaining to any account relating to Gross Revenues.

The foregoing rate covenant is subject to compliance by the City with any legislation of the United States of America, the State or other governmental body, or any regulation or other action taken by the United States, the State or any agency or political subdivision of the State pursuant to such legislation, in the exercise of the police power thereof for the public welfare, which legislation, regulation or action limits or otherwise inhibits the amounts of fees, rates and other charges collectible by the City for the use of or otherwise pertaining to, and all services rendered by, the Sewer System.

Subject to the foregoing, the City shall cause all fees, rates and other charges pertaining to the Sewer System to be collected as soon as reasonable and shall provide methods of collection and penalties to the end that the Gross Revenues shall be adequate to meet the requirements hereof.

SECTION 53. Records and Accounts. So long as any of the Bonds remain Outstanding, proper records and accounts shall be kept by the City, separate and apart from all other

records and accounts, showing complete and correct entries of all transactions relating to the Sewer System and to all moneys pertaining thereto, including, without limitation, the Gross Revenues.

SECTION 54. Tax Covenant. The City covenants for the benefit of the owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under section 103 of the Tax Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under section 56 of the Tax Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met.

SECTION 55. Defeasance. When all Bond Requirements of any Bond have been duly paid, the pledge, the lien, and all obligations hereunder as to that Bond shall thereby be discharged and the Bond shall no longer be deemed to be Outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from direct obligations of, or obligations the principal of or interest on which are unconditionally guaranteed by, the United States of America (the "Federal Securities") in which such amount may be initially invested wholly or in part) to meet all Bond Requirements of the Bond, as the same become due to the final maturity of the Bond, or upon any redemption date as of which the City shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of Bond for payment then. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the schedule. For the purpose of this section "Federal

Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof. When such defeasance is accomplished the Paying Agent shall mail written notice of the defeasance to the registered owner of the Bond at the address last shown on the registration records for the Bonds maintained by the Registrar.

SECTION 56. Amendments. This Ordinance may be amended or supplemented by instruments adopted by the City, without receipt by the City of any additional consideration, but with the written consent of the insurer of the Bonds, if any, or the owners of 66% in aggregate principal amount of the Bonds Outstanding at the time of the adoption of the amendatory or supplemental instrument, excluding Bonds which may then be held or owned for the account of the City, but including such refunding securities as may be issued for the purpose of refunding any of the Bonds if the refunding securities are not owned by the City. No such instrument shall permit without the consent of the insurer of the Bonds, if any, and all of the bondowners adversely affected thereby:

- (a) A change in the maturity or in the terms of redemption of the principal or any installment thereof of any Outstanding Bond or any installment of interest thereon;
- (b) A reduction in the principal amount of any bond or the rate of interest thereon, without the consent of the owner of the Bond; or
- (c) A reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the owners of which is required for any modification or amendment; or
- (d) The establishment of priorities as between Bonds issued and Outstanding under the provisions of this Ordinance; or
- (e) The modification of, or other action which materially and prejudicially affects the rights or privileges of the owners of less than all of the Bonds then Outstanding.

Whenever the City proposes to amend or modify this Ordinance under the provisions hereof, it shall cause notice of the proposed amendment to be mailed by first class mail within 30 days to the insurer of the Bonds, if any, or each registered owner of each registered Bond. The notice

shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory instrument is on file in the office of the City Clerk for public inspection.

Whenever at any time within one year from the date of such notice there shall be filed in the office of the City Clerk an instrument or instruments executed by the insurer of the Bonds, if any, or the owners of at least 66% in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory instrument described in the notice and shall specifically consent to and approve the adoption of the instrument; thereupon, but not otherwise, the Council may adopt the amendatory instrument and the instrument shall become effective.

If the insurer of the Bonds, if any, or the owners of at least 66% in aggregate principal amount of the Bonds Outstanding, at the time of the adoption of the amendatory instrument, or the predecessors in title of such owners, shall have consented to and approved the adoption thereof as herein provided, no insurer or owner of any Bond, whether or not the insurer or owner shall have consented thereto, shall have any right or interest to object to the adoption of the amendatory instrument or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin the City from taking any action pursuant to the provisions thereof. Any consent given by the insurer of the Bonds, if any, or the owner of a Bond pursuant to the provisions hereof shall be irrevocable.

Bonds authenticated and delivered after the effective date of any action taken as provided in this Section 56 may bear a notation by endorsement or otherwise in form approved by the City as to the action; and if any Bond so authenticated and delivered shall bear such notation, then upon demand of the owner of any Bond Outstanding at such effective date and upon presentation of his bond, suitable notation shall be made on the Bond as to any such action. If the City so determines, new bonds so modified as in the opinion of the City to conform to such action shall be prepared, registered and delivered; and upon demand of the owner of any Bond then Outstanding, shall be exchanged without cost to the owner for Bonds then Outstanding upon surrender of such Bonds.

SECTION 57. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent shall resign, or if the Council shall reasonably determine that said Registrar or Paying Agent

has become incapable of performing its duties hereunder, or if for any other reason the City determines to retain a successor Registrar or Paying Agent, the Council may, upon notice mailed to each owner of any Bond at his address last shown on the registration records, appoint a successor Registrar or Paying Agent. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same person or institution serve as Registrar and Paying Agent thereunder, but the City shall have the right to have the same person or institution serve as Registrar and Paying Agent. Any successor Registrar and Paying Agent must be an officer or employee of the City or a commercial bank authorized to execute trust powers.

SECTION 58. Maintenance and Use of Escrow Account.

A. The Escrow Account shall be maintained by the City in an amount at the time of those initial deposits therein and at all times subsequently at least sufficient, together with the known minimum yield to be derived from the initial investment and any temporary reinvestment of the deposits therein or any part thereof in Federal Securities, to pay the interest due in connection with the Refunded Bonds, both accrued and not accrued, as the same become due up to and including the redemption date for the Refunded Bonds set forth in the Escrow Agreement (the "Refunded Bonds Redemption Date"), and to redeem on the Refunded Bonds Redemption Date all of the Refunded Bonds at a redemption price equal to the principal amount thereof, accrued interest to the redemption date and any premium required by the ordinance authorizing the issuance of the Refunded Bonds.

B. Moneys shall be withdrawn by the Escrow Bank from the Escrow Account in sufficient amounts and at such times to permit the payment of the principal and interest requirements of the Refunded Bonds on and before the Refunded Bonds Redemption Date and on the Refunded Bonds Redemption Date, the City shall call for prior redemption of all the Refunded Bonds. Any moneys remaining in the Escrow Account after provision shall have been made for the redemption in full of the Refunded Bonds shall be applied to any lawful purpose of the City as the Council may hereafter determine.

C. If for any reason the amount in the Escrow Account shall at any time be insufficient for the purposes of effecting the Project, the City shall forthwith from the first moneys available therefor deposit in such account such additional moneys as shall be necessary to permit the payment in full of the principal, interest and redemption premium due in connection with the Refunded Bonds as herein provided.

SECTION 59. Exercise of Option; Notice of Redemption.

A. The Council has elected and does hereby declare its intent to exercise on the behalf and in the name of the City its option to redeem on each of the Refunded Bonds Redemption Date all of the Refunded Bonds. The Council is hereby obligated so to exercise such option, which option shall be deemed to have been exercised when notice is duly given and completed forthwith after the issuance of the Bonds as herein provided.

B. The Treasurer, forthwith upon issuance of the Bonds, is authorized and directed to give forthwith upon the issuance of the Bonds notices of prior redemption and defeasance of the Refunded Bonds as set forth herein, in accordance with the provisions of the ordinance authorizing the issuance of the Refunded Bonds.

C. The notices of prior redemption and defeasance shall be given as required by the ordinance authorizing the issuance of the Refunded Bonds.

SECTION 60. Delegated Powers. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. The printing of the Bonds, including, without limitation, and if appropriate, a statement of insurance, if any;

B. The execution of the certificates as may be reasonably required by the purchaser, relating, inter alia,

- (1) to the signing of the Bonds,
- (2) to the tenure and identity of the officials of the City,
- (3) to the assessed valuation of the taxable property in and the indebtedness of the City,

(4) to the rate of taxes levied against the taxable property within the City,

(5) to the exemption of interest on the Bonds from federal income taxation,

(6) to the delivery of the Bonds to The Depository Trust Company and the receipt of the Bond purchase price,

(7) to the completeness and accuracy of any information provided the Purchaser in connection with the Bonds as of the date of delivery of the Bonds, and

(8) if it is in accordance with the fact, to the absence of litigation, pending or threatened, affecting the validity of the Bonds;

C. The execution of the Escrow Agreement by the City's Finance Director, on behalf of the City, as issuer, of the Bonds;

D. The execution by the City's Finance Director of the Bond Purchase Proposal for the sale of the bonds with the Purchaser thereof;

E. The completion and execution by the City's Finance Director of the Certificate of the Finance Director; and

F. The assembly and dissemination of financial and other information concerning the City and the Bonds.

SECTION 61. Continuing Disclosure Undertaking and Certificate. The City covenants for the benefit of the holders and beneficial owners of the Bonds to comply with the provisions of the final Continuing Disclosure Certificate in substantially the form now on file with the City Clerk to be executed and delivered in connection with the delivery of the Bonds and the City Finance Director is authorized to execute and deliver such certificate on behalf of the City.

SECTION 62. Publication of Proposed Ordinance. When first proposed, this Ordinance must be read to the Council by title, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA PROVIDING FOR THE ISSUANCE OF ITS GENERAL OBLIGATION (LIMITED TAX) SEWER REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2007 FOR THE PURPOSE OF REFUNDING CERTAIN OF THE CITY'S OUTSTANDING SEWER BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS THEREOF AND PROVIDING FOR THEIR SALE; PROVIDING FOR THE LEVY AND COLLECTION OF ANNUAL GENERAL (AD VALOREM) TAXES FOR THE PAYMENT OF THE BONDS; ADDITIONALLY SECURING THEIR PAYMENT BY A PLEDGE OF REVENUES DERIVED FROM THE CITY'S SEWER SYSTEM; PROVIDING OTHER DETAILS IN CONNECTION THEREWITH; AND REPEALING ORDINANCE NO. 5832.

PUBLIC NOTICE IS HEREBY GIVEN, and that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, and that such Ordinance was proposed on June 6, 2007, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on June 20, 2007.

/s/ Beverly Bridges
Acting City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

SECTION 63. Publication of Ordinance and Effective Date. After this Ordinance is signed by the Mayor and attested and sealed by the Clerk, this Ordinance shall be published by title only, together with the names of the members of the Council who voted for or against its adoption. This Ordinance shall be in effect on and after the publication of adoption of this Ordinance. Such publication of adoption of this Ordinance shall be made at least once in a newspaper published and having general circulation in the City and such publication shall be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

BILL NO. _____

ORDINANCE NO. _____

(of Las Vegas, Nevada)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA PROVIDING FOR THE ISSUANCE OF ITS GENERAL OBLIGATION (LIMITED TAX) SEWER REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2007 FOR THE PURPOSE OF REFUNDING CERTAIN OF THE CITY'S OUTSTANDING SEWER BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS THEREOF AND PROVIDING FOR THEIR SALE; PROVIDING FOR THE LEVY AND COLLECTION OF ANNUAL GENERAL (AD VALOREM) TAXES FOR THE PAYMENT OF THE BONDS; ADDITIONALLY SECURING THEIR PAYMENT BY A PLEDGE OF REVENUES DERIVED FROM THE CITY'S SEWER SYSTEM; PROVIDING OTHER DETAILS IN CONNECTION THEREWITH; AND REPEALING ORDINANCE NO. 5832.

PUBLIC NOTICE IS HEREBY GIVEN, that an adequate number of typewritten copies of the above-numbered and entitled ordinance are available for public examination and distribution upon request at the office of the City Clerk of the City of Las Vegas, Nevada, at her office at 400 East Stewart Avenue, Las Vegas, Nevada; and that the above-numbered and entitled Ordinance was passed and adopted at a regular meeting of the City Council of the City of Las Vegas on June 20, 2007, by the following vote of the City Council:

Those Voting Aye:

Oscar Goodman

Larry Brown

Gary Reese

Steven D. Ross

Lois Tarkanian

Ward 5 Representative: _____

Steve Wolfson

Those Voting Nay: _____

Those Absent: _____

This Ordinance shall be in full force and effect on and after the ____ day of June, 2007.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this June 20, 2007.

/s/ Oscar Goodman
Mayor

Attest:

/s/ Beverly Bridges
Acting City Clerk

(End of Form of Publication)

SECTION 64. Ordinance Irrepealable. This Ordinance, if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, as herein provided.

SECTION 65. Implied Repealer. Ordinance No. 5832 adopted by the Council on June 7, 2006 is hereby repealed, as the bonds authorized pursuant to Ordinance No. 5832 were not, in fact, issued. All other resolutions and ordinances, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, ordinance, bylaw, order, or part thereof, heretofore repealed.

SECTION 66. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

(SEAL)

Attest:

Oscar B. Goodman, Mayor

Approved as to form:

Acting City Clerk

J. Penicella 5/25/07
Date

This Ordinance shall be in force and effect on and after the ____ day of June, 2007.

STATE OF NEVADA)
)
COUNTY OF CLARK) SS.
)
CITY OF LAS VEGAS)

I, Beverly 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 constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the Council on June 6, 2007 and finally adopted and approved on June 20, 2007.

2. The following members of the Council were present at the June 6, 2007 Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Larry Brown
	Gary Reese
	Steven D. Ross
	Lois Tarkanian
	Brenda J. Williams
	Steve Wolfson

3. The foregoing Ordinance was first proposed and read by title to the City Council on June 6, 2007, and referred to a committee for recommendation; thereafter the said committee reported favorably on said Ordinance on June 20, 2007, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the June 20, 2007 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Larry Brown
	Gary Reese
	Steven D. Ross
	Lois Tarkanian
	Ward 5 Representative _____
	Steve Wolfson

Those Voting Nay:

Those Absent:

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the Council were given due and proper notice of the meetings held on June 6, 2007, and June 20, 2007. Pursuant to NRS 241.020, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three working days before the meetings on the City's website, 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:

- (i) City Hall
Las Vegas, Nevada
- (ii) Clark County Government Center
Las Vegas, Nevada
- (iii) Grant Sawyer Building
Las Vegas, Nevada
- (iv) Las Vegas Library District
Las, Nevada

and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three working days before the meetings to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council.

6. A copy of such notice so given of the meeting of the Council on June 6, 2007, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on June 20, 2007, is attached to this certificate as Exhibit B.

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

IN WITNESS WHEREOF, I have hereunto set my hand on this June 20, 2007.

Acting City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of June 6, 2007 Meeting)

EXHIBIT B

(Attach Copy of Notice of June 20, 2007 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Deposit of the Bond Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Bond Ordinance)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

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

Motion made by GARY REESE to Hold in Abeyance Items 57, 101-102, 107-109, 112-113 and 138 to 6/20/2007; STRIKE Items 80 and 85-86; and WITHDRAW WITHOUT PREJUDICE Items 84 and 139

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

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

Minutes:

COUNCILMAN BROWN clarified that he asked the applicant to submit the abeyance request for Items 101 and 102, and requested the record be reflected as such.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN K. HARSIN

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 5412 Longridge Avenue. PROPERTY OWNER: FLORDELIZA P. CANLAS (\$6,835 – General Fund) - Ward 1 (Tarkanian)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: 6,835

Funding Source: General Fund

Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. To date, there have been sixteen (16) inspections conducted at this location. The value of the property based on the sale date of August 2005 was \$254,900.

RECOMMENDATION:

That the City Council: 1. Approve the report of expenses in the amount of \$4,000 for work completed by James Burke, Inc., plus a 15% administrative processing fee of \$600, reinspection fees (including late fees) of \$285, civil penalties in the amount of \$1,950, for a total amount of \$6,835 and that the above charges be filed and recorded against the property constituting a special assessment and lien, and authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Request for Reschedule of Appeal Hearing
9. Rescheduled Hearing Notification

Motion made by LOIS TARKANIAN to Approve with no civil penalties

CITY COUNCIL MEETING OF: JUNE 6, 2007

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

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

Minutes:

Video shown but not submitted.

MAYOR GOODMAN declared the Public Hearing open.

DEVIN SMITH, Manager of Neighborhood Response, indicated the condition of the property as a public hazard and attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken, nor an appeal filed, the Department of Neighborhood Services hired James Burke, Inc. to remove refuse, waste, trash, debris, litter and vegetation, landscape the front yard, replace broken windows and install protective covering. To date, there have been 16 inspections conducted at this location. The value of the property based on the sale date of August 2005 was \$254,900. MR. SMITH recommended that the City Council approve the report of expenses in the amount of \$4,000 for work completed by James Burke, Inc., plus a 15 percent administrative processing fee of \$600, reinspection fees including late fees of \$285, civil penalties in the amount of \$1,950, totaling \$6,835, and that the above charges be filed and recorded against the property, constituting a special assessment and lien and authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer. In addition, Council may impose daily civil penalties from November 3, 2006 to February 6, 2007 for 95 days, totaling \$47,500.

FLORDELIZA CANLAS stated she did not receive the letters sent by the City. She leased the property but evicted the tenant because he owed her \$3,600. Thereafter, the tenant vandalized the property. She is very ill and has been in the hospital. She emphasized that the only letter she received was one dated April 11, 2007. MAYOR GOODMAN explained the Council received her letter explaining her medical situation.

In response to the Mayor's query, MR. SMITH replied that the letters were sent certified; one was returned unclaimed and one was received. MS. CANLAS verified that the signature on the card was not hers. MR. SMITH added that every effort is made to find a current address.

MAYOR GOODMAN found that MS. CANLAS did not personally receive the letter; however, the property was rectified and certain expenses were incurred to the property. He reassured MS. CANLAS that the assessment would be imposed as a lien.

COUNCILWOMAN TARKANIAN supported reimbursement for the City's costs with no civil penalties.

MAYOR GOODMAN declared the Public Hearing closed.

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 6, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 5412 Longridge Avenue.

PROPERTY OWNER: FLORDELIZA P. CANLAS – (\$6,835 – General Fund) - Ward 1 (Tarkanian)

James Burke, Inc. completed work on February 6, 2007 at a cost of \$4,000.00; \$285.00 in reinspection fees (w/late fees); Civil Penalties of \$1,950.00 plus a 15% administrative processing fee, for a total of \$6,835.00.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Mitigation Abatement of Dangerous Building, Vacant or Abandoned Buildings and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

ASSOCIATED DAILY CIVIL PENALTIES (COUNCIL'S DISCRETION):

In addition, at the Council's discretion, the Council may impose daily civil penalties from November 3, 2006 to February 6, 2007 (95 days) in the amount of \$47,500.00.

STORAGE

STORAGE

LYTTON AVE

HOLMBY AVE

LONGRIDGE AVE

DEL REY AVE

MOUNTAIN VIEW DR

LINDELL RD

1245

1315

1321

500

501

20

5336	5332	5328	5324	5320	5316
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5337	5333	5329	5325	5321	5317
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5336	5332	5328	5324	5320	5316
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5337	5333	5329	5325	5321	5317
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5336	5332	5328	5324	5320	5316
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5436	5432	5428	5424	5420	5416	5412	5408	5404	5400
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5437	5433	5429	5425	5421	5417	5413	5409	5405	5401
5436	5432	5428	5424	5420	5416	5412	5408	5404	5400

5437	5433	5429	5425	5421	5417	5413	5409	5405	5401
5436	5432	5428	5424	5420	5416	5412	5408	5404	5400

5437	5433	5429	5425	5421	5417	5413	5409	5405	5401
5436	5432	5428	5424	5420	5416	5412	5408	5404	5400

5437	5433	5429	5425	5421	5417	5413	5409	5405	5401
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5337	5333	5329	5325	5321	5317
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5336	5332	5328	5324	5320	5316
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5337	5333	5329	5325	5321	5317
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5336	5332	5328	5324	5320	5316
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5337	5333	5329	5325	5321	5317
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Memorandum

City of Las Vegas Neighborhood Services Department

To: Beverly Bridges, Acting City Clerk
From: Devin S. Smith, Manager – Neighborhood Response Division
CC: File
Date: April 11, 2007
Re: Report of Expenses for the mitigation abatement of Vacant or Abandoned Building at 5412 Longridge Avenue - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removal of refuse, waste, trash, debris, litter and vegetation, landscape front yard, replace broken windows and install protective covering required. The abatement was completed by James Burke, Inc. on February 6, 2007 at a cost of \$4,000.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:		
Remove refuse/waste/trash/debris/litter		\$500.00
Vegetation removal		\$500.00
Protective covering required		\$1,500.00
Replace broken windows		\$500.00
Landscape (Front yard only)		\$1,000.00
AMOUNT DUE:		\$4,000.00
Administrative Processing Fee:		\$600.00
Sub-Total:		\$4,600.00
Reinspection Fees (w/late fees):		\$285.00
Civil Penalties:		\$1,950.00
TOTAL AMOUNT DUE:		\$6,835.00
Daily Civil Penalties (\$47,500.00 - 95 days)	(Not to exceed)	\$54,335.00
OWNER OF RECORD:	FLORDELIZA P. CANLAS	
PROPERTY ABATED:	5412 LONGRIDGE AVENUE	
ASSESSOR PARCEL:	163-01-510-027	
LEGAL DESCRIPTION:	CHARLESTON HGTS TRACT #34	
	PLAT BOOK 7 PAGE 87	
	LOT 14 BLOCK 2	

DSS:ed

JAMES BURKE, INC
4261 E. NAVAJO BLVD
PAHRUMP, NV 89061

DISCLOSURE OF PRINCIPALS

The principals and partners of James Burke, Inc. and all persons and entities holding more than a 1% interest in James Burke, Inc. or any principal of James Burke, Inc. are the following:

	<u>Full Name</u>	<u>Business Address</u>	<u>Business Phone</u>
1.	PATRICIA JAMES	4261 E. NAVAJO BLVD, PAHRUMP NV	702-348-7033
2.	FRANCIS JAMES	4261 E. NAVAJO BLVD, PAHRUMP NV	702-348-7033
3.	ZAIN BURKE	6928 EUROPEAN ROBIN, N. LAS VEGAS NV 89184	645-1160
4.	JAMIE BURKE	6928 EUROPEAN ROBIN, N. LAS VEGAS NV 89184	645-1160
5.			
6.			

Continue list until full and complete disclosure is made.

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

James Burke, Inc.

BY: Patricia

Subscribed and sworn to before me

This 12 day of February, 2007

Marsha E. Conrad

Notary Public





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

NOTICE OF PUBLIC HEARING
MAY 2, 2007

Pursuant to Title 9, Chapter 4 of the Las Vegas Municipal Code, NOTICE IS HEREBY GIVEN THAT ON **Wednesday, May 2, 2007 at 1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following **REPORT OF EXPENSES** submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by removing refuse, waste, trash, debris, litter and vegetation, landscape front yard, replace broken windows and install protective covering required on property located at **5412 LONGRIDGE AVENUE**, legally described as **CHARLESTON HGTS TRACT #34 PLAT BOOK 7 PAGE 87 LOT 14 BLOCK 2**. Owner of record at time of abatement: **FLORDELIZA P. CANLAS – WARD 1 (TARKANIAN)**

The Director of Neighborhood Services certifies in the report that the sum of \$6,835.00 was expended (\$4,000.00 for abatement by James Burke, Inc.; \$600.00 Administrative Processing Fee; \$285.00 Re-Inspection Fees (with Late Fees); and \$1,950.00 Civil Penalties).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

BEVERLY K. BRIDGES, CMC
ACTING CITY CLERK

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

Address: 5412 LONGRIDGE AVE

CITZ
DBPROJ

GARBAGE IN YARD AND POOL SMELLS.

Parcel(s)

Parcel:	Size:	Subdivision Name:
16301510027	0.14 ACRE	CHARLESTON HGTS TRACT #34

Owner Information:

10-Aug-02	03-Feb-05	ALLAN ROBERT C REVOCABLE LIV TR ALLAN ROBERT C TRS 5412 LONGRIDGE AVE; LAS VEGAS, NV 89146-1336
03-Feb-05	25-Aug-05	ALLAN ROBERT C REVOCABLE LIV TR ALLAN ROBERT C TRS 6525 BANNOCK WY; LAS VEGAS, NV 89107-3314
25-Aug-05		CANLAS FLORDELIZA P 4760 E TEMPLETON ST #3209; LOS ANGELES, CA 90032-2179

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
981876	Failed		7/12/2006	07/13/2006 9:13	07/13/2006 9:18	5
981876	Passed	Partial	7/25/2006	07/20/2006 13:06	07/20/2006 13:09	3
981876	Failed		7/31/2006	07/31/2006 10:05	07/31/2006 10:10	5
981876	Failed		8/4/2006	08/07/2006 12:09	08/07/2006 12:13	4
960066	Passed	Partial	8/15/2006	08/15/2006 14:05	08/15/2006 14:10	5
981876	Failed		8/23/2006	08/25/2006 10:16	08/25/2006 10:21	5
981876	Failed		9/1/2006	09/05/2006 8:24	09/05/2006 8:27	3
981876	Passed	Partial	9/12/2006	09/13/2006 10:25	09/13/2006 10:28	3
982400	Passed	Partial	9/27/2006	09/27/2006 12:42	09/27/2006 12:45	3
982400	Passed	Partial	10/3/2006	10/12/2006 14:00	10/12/2006 14:05	5
982400	Failed		11/2/2006	11/02/2006 10:34	11/02/2006 10:36	2
982400	Failed		11/14/2006	12/06/2006 10:00	12/06/2006 10:02	2
982400	Passed	Partial	1/16/2007	01/03/2007 14:38	01/03/2007 14:40	2
982400	Passed	Partial	1/16/2007	01/16/2007 11:11	01/16/2007 11:13	2
982400	Passed	Partial	1/30/2007	01/31/2007 13:55	01/31/2007 14:04	9
940274	Passed		2/15/2007	02/16/2007 9:03	02/16/2007 9:03	0
Time in Minutes:						58

Violation Details

Violation	Violation DT:	Resolve DT:	Location:
A-REFUSE/WST	7/12/2006	9/13/2006	PROPERTY
REMOVE ALL REFUSE AND WASTE			
A-POOL	7/12/2006	9/13/2006	REAR YARD
REMOVE STAGNANT WATER FROM POOL IN R/Y.			
A-MITIGATION	7/12/2006	2/16/2007	PROPERTY
SUBMIT A MITIGATION PLAN			

A-INTENT LTR 7/12/2006 2/16/2007 PROPERTY

SUBMIT A LETTER OF INTENT

A-BRDG CERT 7/12/2006 2/16/2007 PROPERTY

OBTAIN A BOARDING CERT

A-BLD DNGR 7/12/2006 2/16/2007 PROPERTY

SECURE STRUCTURE TO CLV SPECS

Log

Type:	Date:	Employee:	Min:
LETTER	4/16/2007 11:39:00 AM	ELIZABETH DOUGLAS	0
ED) Sent property owner Report of Expense letter and Memo via regular and certified mail.			
MISC	2/26/2007 9:05:00 AM	LAURA DEARMOND	0
SENT JAMES BURKE INC INVOICE \$4,000 TO FINANCE			
VIDPST	2/16/2007 9:01:00 AM	LAURA DEARMOND	0
PER 19 POST ABATEMENT VIDEO COMPLETED			
VIDREQ	2/7/2007 9:09:00 AM	LAURA DEARMOND	0
REC'D INVOICE FROM JAMES BURKE INC & SENT VIDEO REQUEST EMAIL TO 19 SINCE 16 IS OUT			
INSP	1/31/2007 1:55:00 PM	LYNN NIHIPALI	9
16)BARS HAVE BEEN REMOVED FROM FRONT AND REAR DOORS, AC HAS BEEN TAKEN APART, SOME HIGH WEEDS, WINDOWS STILL BROKE, UPSTAIRS WINDOW STILL OPEN, NO CONTACT FROM OWNER, CB 2-7			
VIDPRE	1/31/2007 1:55:00 PM	LYNN NIHIPALI	9
16)PRE MITIGATION VIDEO TAKEN, CB 2-7			
MISC	1/30/2007 7:34:00 AM	LAURA DEARMOND	0
CERT LETTER TO OWNER FLODELIZA CANLAS RETURNED UNCLAIMED, ATTACHED LETTER TO FILE			
VIDREQ	1/26/2007 1:26:00 PM	LAURA DEARMOND	0
REC'D START DATE 2-1-07 SENT VIDEO REQUEST EMAIL TO 16			
BIDA	1/24/2007 11:35:00 AM	LAURA DEARMOND	0
AWARDED TO JAMES BURKE INC			
INSP	1/16/2007 11:11:00 AM	LYNN NIHIPALI	2
16)NOTHING HAS BEEN DONE, PROCEED WITH MITIGATION			
NOPOST	1/3/2007 2:38:00 PM	LYNN NIHIPALI	2
16)POSTED ON WALL BY FRONT DOOR, CB 1-16			
INSP	1/3/2007 2:38:00 PM	LYNN NIHIPALI	2
16)NO CHANGES			
NOTICE	1/2/2007 3:30:00 PM	LAURA DEARMOND	0
SENT 10 DAY NOTICE BEFORE MITIGATION TO OWNER FLODELIZA CANLAS			
BIDR	12/29/2006 3:28:00 PM	LAURA DEARMOND	0
REC'D BIDS 1.JAMES BURKE INC \$4,500 2.C&W ENTERPRISES \$6,400			
BIDS	12/22/2006 12:27:00 PM	LAURA DEARMOND	0
FAXED BID TO CONTRACTORS, DUE BACK 12-28			
MISC	12/14/2006 10:45:00 AM	LYNN NIHIPALI	2
16)REVIEWED CASE WITH 24, WILL PROCEED WITH MITIGATION. CB 12/22			
INSP	12/6/2006 10:00:00 AM	LYNN NIHIPALI	2
16)TOOK PIX, TOP WINDOW HAS BEEN CLOSED, BUT FRONT WINDOWS HAVE NOT BEEN REPAIRED, WOULD LIKE TO PROCEED WITH MITIGATION, WILL REVIEW WITH 24 TO SEE IF LANDSCAPING SHOULD BE DONE. FAILED AND ASSESS FEES, CB 12-12			
PHONE	11/6/2006 1:29:00 PM	LYNN NIHIPALI	0
16)LEFT MESSAGE FOR LISA RATTLER TO SEE IF STILL AFFILIATED WITH ADDRESS. WILL REVIEW WITH PAM TO SEE NEXT STEP.			

INSP	11/2/2006 10:34:00 AM	LYNN NIHIPALI	2
16)WINDOWS NOT YET REPLACED, NO LETTER OF INTENT, HAVE NOT HEARD FROM OWNER, PIX, FEE, CONTACT OWNER, CB 11-06			
PHONE	10/18/2006 11:13:00 AM	LYNN NIHIPALI	0
16)SPOKE TO OWNER, FLODELIZA, SHE IS IN HOSPITAL IN LA, SHOULD BE OUT BY FRIDAY, WILL CONTACT HER MONDAY. CB 10-23			
INSP	10/12/2006 2:00:00 PM	LYNN NIHIPALI	5
16)TOOK NEW PIX, WINDOWS BROKE, NO LANDSCAPING.10-18 FOR MIT PLAN, TRY TO CONTACT OWNER. CB 10-18			
INSP	9/27/2006 12:42:00 PM	LYNN NIHIPALI	3
16)FRONT DOOR OPEN, BUT BEHIND THE LOCKED BARS, TWO WINDOWS BROKE IN FRONT BUT BEHIND BARS, NOTHING DONE TO YARD, REFER TO DEVIN FOR CITY MIT CB 10/3			
PHONE	9/14/2006 3:36:00 PM	KELLY OLIVERIUS	0
30)PHONED LISA RATLER, 335-6533, NO ANSWER, LEFT A VM FOR HER TO CALL.			
INSP	9/13/2006 10:25:00 AM	KELLY OLIVERIUS	3
30)SOME LANDSCAPING DONE. GARAGE STILL OPEN/ACCESS, OTHERWISE HOUSE IS SECURED. POOL DRAINED. YARDS CLEANED. PIX. LETTER IS DUE 09/18. CONTACT OWNER.			
MISC	9/12/2006	KARL VILLABLANCA	0
PER RRT POOL WAS ALREADY DRAINED			
EMAIL	9/11/2006 4:58:00 PM	KELLY OLIVERIUS	0
30)EMAILED VERIFICATION REQ TO LLOYD.			
INSP	9/5/2006 8:24:00 AM	KELLY OLIVERIUS	3
30)HOUSE STILL OPEN/ACCESS (GARAGE DOOR, WINDOWS, INT GARAGE DOOR). NO ACCESS TO R/Y. PIX. ASSESS FEE. PUT IN FOR ABATE. EMAIL LLOYD TO VERIFY POOL DRAINED.			
PHONE	8/29/2006 1:20:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO LISA RATLER, 335-6533, NO ANSWER, LEFT A VM FOR HER TO CALL.			
PHONE	8/29/2006 1:19:00 PM	KELLY OLIVERIUS	0
30)PHONED TONY, 21, NO ANSWER, LEFT A VM FOR HIM TO CALL REGARDING THE DRAINING OF POOL.			
PHONE	8/28/2006 3:42:00 PM	SHIRLEY WARMOUTH	1
DRAINING OF POOL AT THIS TIME INTO THE GUTTER. NOTIFIED #21.			
EMAIL	8/25/2006 1:22:00 PM	KELLY OLIVERIUS	0
30)EMAILED LLOYD TO REQ POOL DRAINED. CB 09/01 TO VERIFY DRAINED.			
PHONE	8/25/2006 10:20:00 AM	KELLY OLIVERIUS	1
30)PHONED LISA RATLER, NO ANSWER, LEFT A VM FOR HER TO CALL.			
INSP	8/25/2006 10:16:00 AM	KELLY OLIVERIUS	5
30)R.W REMOVED FROM F/Y. GARAGE DOOR STILL OPEN. REAR WINDOW AND DOOR OPEN. STAG WATER IN POOL PIX. ASSESS FEE. EMAIL LLOYD TO REQ POOL DRAINED.			
INSP	8/15/2006 2:05:00 PM	KARL VILLABLANCA	5
21) CREW ON SITE-CLEANING, WILL DRAIN POOL, THEN SECURE. SPOKE TO LISA : TENANT ARE GONE. C/B 8/23 TO #30			
PHONE	8/10/2006 11:00:00 AM	ANTHONY GUARINO	5
21)SPOKE TO PROPERTY MGR LISA-THEY WILL HAVE A POOL COMP. DRAIN STAGNANT WATER,SECURE BUILDING. CB 8-15			
DIRECT	8/9/2006 4:31:00 PM	KELLY OLIVERIUS	0
30)PER DEVIN, HAVE TONY ATTEMPT CONTACT BEFORE ABATEMENT. IF NO CONTACT EMAIL RRT TO CUT LOCK AND DRAIN POOL PUT IN FOR ABATEMENT FOR OTHER VIOL.			
PHONE	8/9/2006 4:25:00 PM	KELLY OLIVERIUS	0
30)PHONED LISA RATLAS, AWARD REALTY, PER OWNER IS PROEPRTY MANAGER. 335-6533, NO ANSWER, LEFT HER TONY'S NUMBER.			
PHONE	8/9/2006 4:21:00 PM	KELLY OLIVERIUS	0
30)NUMBERS FROM LINDA:323-806-9498 AND 323-276-9498 AND 444-0404. SPOKE TO OWNER, FLODELIZA, SHE SAID SHE HAS A LOCAL PROEPRTY MANAGER, LISA RATLAS, 335-6533, AND TO CONTACT HER TO ABATE. INFORMED HER OF VIOL AND POSSIBLE ABATEMENT.			
PHONE	8/9/2006 4:20:00 PM	KELLY OLIVERIUS	0
30)PHONED LISA, AWARD REALTY, 335-0633, PER JOHN WITH RRT, NUMBER IS NOT A WORKING NUMBER.			

INSP	8/7/2006 12:09:00 PM	KELLY OLIVERIUS	4
30)HOUSE OPEN. R/W IN /FY. POOL FULL OF STAG WATER. PUT IN FOR ABATE. CONTACT OWNER.			
EMAIL	8/3/2006 4:47:00 PM	KELLY OLIVERIUS	1
30)EMAIL FROM LINDA, STATES NUMBER FOR FLORDELIZA CANLAS, 3309 SHALLOW POND DR, 323-806-9498. ALT # 323-276-9498, 444-0404.			
EMAIL	8/3/2006 2:09:00 PM	KELLY OLIVERIUS	0
30)EMAILED LINDA FOR A CONTACT NUMBER.			
EMAIL	8/3/2006 2:05:00 PM	KELLY OLIVERIUS	0
30)EMAIL REQ TO LLOYD FOR CHAIN TO BE CUT.			
DIRECT	8/3/2006 2:04:00 PM	KELLY OLIVERIUS	0
30)PER DEVIN, HAVE RRT CUT CHAIN TO HAVE ACCESS FOR EVAL OF R/Y. EMAIL LLOYD			
MISC	7/31/2006 2:20:00 PM	KATHY STEWART	0
Sent signed Certified Card from owner to Maria to file.			
INSP	7/31/2006 10:05:00 AM	KELLY OLIVERIUS	5
30)TRUCK ON D/W (BLK FORD PU). R/W IN F/Y REMAINS. BLDG STILL OPEN/ACCESS. NO ACCESS TO R/Y. UNABLE TO VERIFY IF POOL CLEAN. R/W VISIBLE IN R/Y. PIX. ASSESS FEE.			
RECORD	7/25/2006 2:32:00 PM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated July 18, 2006 at Clark County. Book: 20060725 Inst: 04831			
NOPOST	7/20/2006 1:06:00 PM	KELLY OLIVERIUS	3
30)POSTED N&O, CB 07/31.			
DBPROJ	7/18/2006 1:23:00 PM	KATHY STEWART	0
MISC	7/18/2006 6:44:00 AM	KELLY OLIVERIUS	5
30)PROCESSED N&O, FORWARDED TO KATHY.			
RESEAR	7/18/2006 6:39:00 AM	KELLY OLIVERIUS	4
30)ACCESSED ASSESSOR FOR OWNER INFO. CHECKED WHITE PAGES, SEWER, AND HANSEN. NO NUMBER FOUND.			
INSP	7/13/2006 9:13:00 AM	KELLY OLIVERIUS	5
30)SFD, OPEN/ACCESS (GARAGE DOOR, F. WINDOWS). BOARDING MAY BE REQ. R/W IN F/Y (WOOD, APPLIANCES/TOOLS, BOXES, ECT.). NO ACCESS TO R/Y. PHOTOS FROM #29 SHOW STAGNANT POOL AND R/W IN R/Y. PROCESS N&O.			
INSP	7/12/2006 12:00:00 PM	KENNETH BEAMAN	10
29)HOUSE IS OPEN AND ACCESSIBLE;CONSTABLE CAME OUT AND SEALED BUT VAGRANTS BROKE WINDOWS AND DOORS.POOL IS GREEN IN THE REAR YARD.REFER CASE TO #30 FOR ABATEMENT ACTIONS.			

Time in minutes:

98

APN 163-01-510-027

Case #44350

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **FLORDELIZA P. CANLAS**
(Reputed Owner(s)) at time of abatement.

Assessor's Parcel No.: **163-01-510-027**
Commonly known as: **5412 LONGRIDGE AVENUE**
Legal Description: **CHARLESTON HGTS TRACT #34**
PLAT BOOK 7 PAGE 87
LOT 14 BLOCK 2

On **February 6, , 2007**, as provided in the Municipal Code, 16,31, the City of Las Vegas assessed inspection/reinspection fees and civil penalties on the following property after due notification.

Expenses in the amount of **\$6,835.00** were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **June 6, 2007**, ordered the above charges in the amount of **\$6,835.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.


BEVERLY K. BRIDGES, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

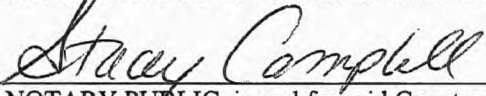
STATE OF NEVADA)

COUNTY OF CLARK)

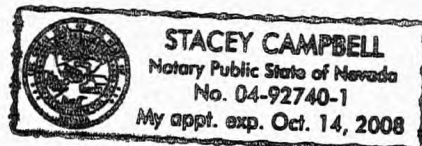
BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.


BEVERLY K. BRIDGES, City Clerk

Subscribed and sworn to before me this 11th day of June, 2007


NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101



April 26, 2007

TO : OFFICE OF THE CITY CLERK
400 STEWART AVE
LAS VEGAS NEVADA 89101

RECEIVED
CITY CLERK

2007 APR 26 P 12:33

RE : PUBLIC HEARING SCHEDULED FOR MAY 2, 2007
CASE OF 5412 LONGRIDGE AVE L.V.
OWNER FLORDELIZA CANLAS

SIR :

I WOULD LIKE TO REQUEST FOR POSTPONEMENT OF PUBLIC HEARING SCHEDULED ON MAY 2, 2007. DUE TO MY MEDICAL CONDITION AND MEDICAL SCHEDULES I WOULD LIKE TO REQUEST THE HEARING TO BE HELD ON JUNE 6, 2007.

I TALKED TO AN OFFICER ABOUT THIS CASE AND WE AGREED THAT I HAVE TO PAY \$ 3,500.00 IF IN CASE I SOLD THE HOUSE BECAUSE I AM NOT IN A FINANCIAL POSITION TO PAY THE BILL. HE TOLD ME THAT THIS WILL BE A FIXED AMOUNT AND IT WILL NOT INCUR INTERESTS AND PENALTIES. I AM A SENIOR CITIZEN, JOBLESS, SICK, AND LIVING ON A FIXED INCOME. TO PAY THE MORTGAGE EVERY MONTH IS A BIG STRUGGLE CONSIDERING THAT THIS PROPERTY WAS VANDALIZED AND DOES NOT HAVE ANY INCOME.

THE CHARGES MENTIONED LIKE REMOVING REFUSE TRASH, LANDSCAPE FRONT YARD IS INCORRECT BECAUSE THIS IS AN UNOCCUPIED PROPERTY. I HAVE NOT DONE ANY REPAIR ON THE PROPERTY BECAUSE I AM STILL WAITING FOR THE INSURANCE SETTLEMENT CLAIM. IT DOES NOT NECESSARILY FOLLOW THAT BECAUSE I DID NOT MAKE THE REPAIRS THAT I HAVE ABANDONED THE PROPERTY.

I HIRED SOMEBODY TO DO CLEAN-UPS TWICE A MONTH.

SINCERELY
Flordeliza P. Canlas
FLORDELIZA P. CANLAS



May 4, 2007

CASE #44350
Certified/Regular Mail
Return Receipt Requested

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

Flordeliza P. Canlas
4760 E. Templeton St. #3209
Los Angeles, CA 90032-2179

RE: 5412 Longridge Avenue

Dear Property Owner:

At the City Council meeting held on May 2, 2007, Agenda Item #64 was held in abeyance and is now scheduled for a hearing on June 6, 2007. The hearing will be a review of the violations listed in the Notice and Order Regarding Vacant or Abandoned Building dated July 18, 2006 and the Report of Expenses the Neighborhood Services Department has submitted to the City Clerk.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:ed

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: JUNE 6, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN K. HARSIN

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Hearing to consider the appeal regarding Ten (10) Day Vacate Nuisance Notice and Order to Comply located at 7132 Lakehurst Court. PROPERTY OWNER: LEON D. WILLIAMS III – Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐ Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, Chapter 12, dealing with nuisances. A Ten (10) Day Vacate Nuisance Notice and Order to Comply was mailed to the property owner to correct the nuisance per Title 9.04 – Refuse and Waste; Litter; Outside Storage; Title 16 – Housing and Building. A copy of the notice was also posted on the property. Today's hearing is to consider the Appeal to the Ten (10) Day Vacate Notice and Order to Comply filed by Leon D. Williams III, property owner and responsible party.

RECOMMENDATION:

That the City Council approves the Ten (10) Day Vacate Nuisance Notice and Order to Comply.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Nuisance Notice and Order to Comply
4. Appeal Letter from Appellant
5. Notice of Appeal
6. Abeyance Request by Appellant
7. Rescheduled Hearing Notification

Motion made by GARY REESE to Hold in Abeyance Items 57, 101-102, 107-109, 112-113 and 138 to 6/20/2007; STRIKE Items 80 and 85-86; and WITHDRAW WITHOUT PREJUDICE Items 84 and 139

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: JUNE 6, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: ABEYANCE ITEM - Hearing to consider the appeal regarding Ten (10) Day Vacate Nuisance Notice and Order to Comply located at 7132 Lakehurst Court. PROPERTY OWNER: LEON D. WILLIAMS III – Ward 1 (Tarkanian)

The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, Chapter 12, dealing with public nuisances.

A Ten (10) Day Vacate Nuisance Notice and Order to Comply was sent to the property owners by regular and certified mail requesting they correct the nuisance per Title 9.04 – Refuse & Waste; Litter; Outside Storage; Title 16 - Housing and Building. A copy of the notice was also posted on the property.

Today's hearing is to consider the Appeal to the Ten (10) Day Vacate Nuisance Notice and Order to Comply filed by Leon D. Williams III, property owner and responsible party.





NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 138-34-214-118

March 21, 2007

Case #51142

*Certified and Regular Mail
Return Receipt Requested*

Leon D. Williams III
2740 S Tenaya Way
Las Vegas, NV 89117-2914

TEN (10) DAY VACATE NUISANCE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the building(s) located at **7132 Lakehurst Court, Las Vegas, NV**, legally described as **Parcel #138-34-214-118**, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard and dangerous. Said building(s) is substandard and dangerous and declared a public nuisance as described under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code and, therefore, *must be vacated*.

The following is a brief description of the violations:

Per 9.04 Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas to comply with code, i.e., trash, old paint, wood, metal, plastics, boxes, buckets.

Per 9.12 Litter: Remove all litter and maintain litter free.

Per 9.12 Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code, i.e., shopping carts, wood, weights, furniture, mattresses, bed frames, weight benches, any items not intended for outside use.

Per 16.04 Building Permits Required: 1. Obtain all required permits and inspections for power and water meters. 2. Remove or obtain permit for patio/shade in rear yard.

Per 16.20 Housing Codes: Repair and replace all broken windows.

Per 16.40 Ten (10) Day Vacate and Order to Comply: Property is uninhabitable and has been posted sub-standard, dangerous, and declared a public nuisance under Section 202 and 701 of the Uniform Housing Code. Property must be vacated within ten (10) days. Property must remain vacant until all repairs are made.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN •

LOIS TARKANIAN • STEVEN D. ROSS

CITY MANAGER DOUGLAS A. SELBY

STEVE WOLFSON

18201-031-06-06

CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov



Per 16.12 Electrical Code: Repair and replace breaker box by a certified electrician,
Obtain all required permits for replacement and repair of electric connections to and leading from
breaker box by certified electrician,
Obtain final inspection from City of Las Vegas and obtain service and legal hook up and meter from
Nevada Power.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC
10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers,
squatters, and anyone unable to prove occupancy must vacate premises within three (3) days of posting of
this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee
or other person having control over a structure or parcel of land, must maintain properly in compliance
or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement
officer #33 at 229-4917 to supply your current phone number, e-mail address, fax number, or additional
mailing address.

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of
\$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An
additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each
additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes
the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection
a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-
inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-
inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person
who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty
relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly
to the City and, upon such findings shall be responsible to pay civil penalties of not more than five
hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one
thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified
for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the
discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

Because the building(s) is substandard and deemed untenable, the Building Official or his designee orders
Leon D. Williams, III, owner(s) of the building, to vacate the building(s) by **April 2, 2007**. You must contact
the City of Las Vegas Neighborhood Response Division at (702) 229-6615 when the building(s) has been
vacated and all openings (i.e. windows, doors) are boarded and secured. Before re-entry, the building(s) or any
portion of it needs to be inspected and approved prior to occupancy.

If these orders are not complied with, you are hereby given notice that the Building Official or his designee will
proceed to vacate the building(s), cut off electrical power secure the building and charge the cost against the
property or its owner(s). As the property owner(s), you will be responsible for all costs incurred. In this event,
you will be notified of a public hearing to be conducted by the City Council to review the costs, and their
decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment
shall be filed with the County Recorder's Office, certified copies of the lien given to the County Treasurer, and
the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as

March 21, 2007
Case #51142
7132 Lakehurst Court
Page 3

ordinary property taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the council's designee, in cases where a owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

BY ORDER OF

A handwritten signature in black ink, appearing to read 'Devin Smith', with a stylized flourish at the end.

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

RECEIVED
CITY CLERK

facsimile transmittal

2007 APR -2 P 4: 23

To: Vicky Darling,

Fax:

382-4083

4803

City Clerk, City of Las Vegas

From: Leon Williams III

Date: 4/2/2007

Re: Case # 51142

Pages: one

CC:

☒ Urgent☐ For Review☐ Please Comment☐ Please Reply☐ Please Recycle

City Clerk, City of Las Vegas:

I wish to appeal to the City Council, notice and order, case # 51142, for property address 7132 Lakehurst Court, Las Vegas, NV 89145.

Although I have not been served with this notice, Mr. Rogers has just advised me that he posted it on Friday, March 23rd at the property. I am presently out of town and will be returning within the next few days and intend to direct my attention to the subject property. My attorney informed me that I am easily within my 10-day period for appeal. Please call if I can be of further assistance in this matter at 702-318-1657.



Leon D. Williams III

owner



April 20, 2007

CERTIFIED & REGULAR MAIL

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

Leon D. Williams III
2740 S. Tenaya Way
Las Vegas, NV 89117-2914

Re: Appeal of the Notice and Order to Comply for property located at 7132 Lakehurst Court, Case #51142

Dear: Mr. Williams:

You are hereby notified that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 2nd day of May 2007, at the hour of 1:00 p.m. This hearing is in response to the Notice of Appeal received April 2, 2007 requesting the same, concerning the Nuisance Notice and Order regarding Vacant or Abandoned Building for property located at 7132 Lakehurst Court, Las Vegas, Nevada.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

A handwritten signature in cursive script, reading "Beverly K. Bridges".

Beverly K. Bridges, CMC
Acting City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Dan Still, Deputy City Attorney
Jeanne Maust, Ward 1 Liaison

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

.....

facsimile transmittal

RECEIVED
CITY CLERK

2007 APR 23 A 11:17

To: Tony Rogers,

Fax: 382-4803

Code Enforcement Officer

From: Leon Williams

Date: 4/21/2007

Re: Case # 51142

Pages: One

CC:

☒ Urgent

☐ For Review

☐ Please Comment

☐ Please Reply

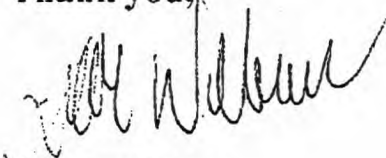
☐ Please Recycle

.....

Mr. Rogers:

Your supervisor, Mr. Smith, informed me that my hearing date was May 2. Mr. Smith agreed to give me a 30 day extension to bring the property at 7132 Lakehurst Court up to code standards.

Thank you,



Leon Williams

.....



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

May 4, 2007

CASE #51142
Certified/Regular Mail
Return Receipt Requested

Leon D. Williams III
2740 S. Tenaya Way
Las Vegas, NV 89117-2914

RE: 7132 Lakehurst Court

Dear Property Owner:

At the City Council meeting held on May 2, 2007, Agenda Item #67 was held in abeyance and is now scheduled for a hearing on June 6, 2007. This will be a hearing to consider the appeal regarding the Ten (10) Day Vacate Nuisance Notice and Order to Comply dated March 21, 2007.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

A handwritten signature in black ink, appearing to read "Devin S. Smith".

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:ed

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: JUNE 6, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN K. HARSIN

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Hearing to consider the appeal regarding Ten (10) Day Vacate Nuisance Notice and Order to Comply located at 2228 Valley Drive. PROPERTY OWNER: KIM C. GOUSSE – Ward 5 (Williams)

Fiscal Impact

☒ No Impact

☐ Augmentation Required

☐ Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Code, Title 9 Chapter 12, dealing with nuisances. A Ten (10) Day Vacate Nuisance Notice and Order to Comply was mailed to the property owner to correct the nuisance per Title 9.04 – Public Nuisance; Title 19.04 – Zoning Violation and Accessory Uses and Structures. A copy of the notice was also posted on the property. Today's hearing is to consider the Appeal to the Ten (10) Day Vacate Nuisance Notice and Order to Comply filed by Hazel Frederick, on behalf of Kim C. Grousse, property owner and responsible party.

RECOMMENDATION:

That the City Council approve the Ten (10) Day Vacate Nuisance Notice and Order to Comply.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Nuisance Notice and Order to Comply
4. Appeal Letter from Appellant
5. Notice of Appeal
6. Abeyance Request by Appellant
7. Rescheduled Hearing Notification
8. Submitted after final agenda – Opposition letters (2) and County Recorder document by a concerned resident for Items 81 and 82

Motion made by BRENDA J. WILLIAMS to Hold in Abeyance Items 81 and 82 to 7/11/2007

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

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

CITY COUNCIL MEETING OF: JUNE 6, 2007

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

Minutes:

Video shown but not submitted.

MAYOR GOODMAN declared the Public Hearing open on Items 81 and 82.

DEVIN SMITH, Manager of Neighborhood Response, indicated the condition of the property as a public nuisance as defined in the Las Vegas Municipal Code Title 9, Chapter 12 dealing with nuisances. A Notice to Comply was mailed to the property owner to correct the Zoning violation under Title 19.04 and Accessory Uses and Structures under Title 16, Uniform Housing and Building. A copy of the notice was also posted on the property. The action is for the City Council to consider the Appeal of the Notice to Comply filed by HAZEL FREDERICK on behalf of KIM C. GOUSSE, property owner. MR. SMITH recommended that the City Council approve the Nuisance and Order to Comply. Additionally, he asked that the owner allow interior inspection on both houses, owner obtain all required permits and inspections for an illegal garage conversion, fence and other interior changes, violations of the interior of both houses. If the owner fails to obtain required permits, Code Enforcement may be allowed to access a fine of \$500 per day until the violations are abated.

HENRY FREDERICKS appeared on behalf of KIM C. GOUSSE and provided for the Mayor a Power of Attorney to act on MS. GOUSSE'S behalf. MR. FREDERICKS claimed he asked for a follow up letter from MR. SMITH regarding the Notice and Order to Comply, but he never received one.

MAYOR GOODMAN explained that MR. SMITH is asking for authority to enter both properties. MR. FREDERICK indicated the fence was removed and there is no reason for MR. SMITH to enter the properties. MR. SMITH explained that many residents called Neighborhood Services informing them that the owner is renting these properties to more people than allowed by code. Staff believes it is being used as a transitional house for seven to eight people. Staff is certain the garage is being converted without proper permits, the condition of the interior of the structure is unknown, and there might be other violations.

MAYOR GOODMAN asked DEPUTY CITY ATTORNEY DAN STILL what he would suggest the City do to obtain access of the property's interior, given the fact that MR. FREDERICKS is not consenting. DEPUTY CITY ATTORNEY STILL advised that the code authorizes the City to obtain an administrative search warrant. The City Attorney's Office would make the application on behalf of Neighborhood Services for the Municipal Court, and the judge would then determine whether there is probable cause.

MR. FREDERICKS argued that the garage had a permit and staff could not find that permit.

COUNCILWOMAN WILLIAMS stated her office had received complaints that rooms are being rented. Based on these complaints and investigations done on these properties, she moved to follow staff's recommendation. DEPUTY CITY ATTORNEY STILL felt there is not enough

CITY COUNCIL MEETING OF: JUNE 6, 2007

information for the City Council to make a finding or a decision on this matter. He advised that an administrative search warrant is needed. An appropriate motion would be to hold both items in abeyance for 30 days in order to see what is going on inside the premises.

MAYOR GOODMAN declared the Public Hearing closed on Items 81 and 82.



AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 6, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: ABEYANCE ITEM - Hearing to consider the appeal regarding Ten (10) Day Vacate Nuisance Notice and Order to Comply located at 2228 Valley Drive. PROPERTY OWNER: KIM C. GOUSSE – Ward 5 (Williams)

The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, Chapter 12, dealing with public nuisance.

A Ten (10) Day Vacate Nuisance Notice and Order to Comply was sent to the property owner by regular and certified mail requesting they correct the nuisance per Title 9.04 - Public Nuisance; 19.04 – Zoning Violation and Accessory Uses and Structures. A copy of the notice was also posted on the property.

Today's hearing is to consider the Appeal to the Ten (10) Day Vacate Nuisance Notice and Order to Comply filed by Hazel Frederick, on behalf of Kim C. Grousse, property owner and responsible party.





NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-19-112-008

March 21, 2007
Case #50742

*Certified and Regular Mail
Return Receipt Requested*

Kim C. Gousse
2228 Valley Drive
Las Vegas, NV 89108-2876

TEN (10) DAY VACATE NUISANCE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the building(s) located at **2228 Valley Drive, Las Vegas, NV, legally described as Parcel #139-19-112-008**, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard and dangerous. Said building(s) is substandard and dangerous and declared a public nuisance as described under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code and, therefore, *must be vacated*.

The following is a brief description of the violations:

Ordinance #5873

"Owner" means any person having a legal or equitable interest in real property within the City.

19.04.040 Zoning Violation

Group Residential Care Facility: Zoning Code: Prohibits operating Group Residential Care Facility at this Residential Zoned Property. Group Residential Care Facilities may be located in U, R-A, R-E, R-D, R-1, R-CL, R-2, R-3, R-4 and R-5 zoned locations with conditions. (See attached conditions.)

Halfway House: Zoning Code: Prohibits operating halfway house at this Residential Zoned property. Halfway Houses may only be located in R-3, R-4, R-5, C-2 and C-M zonings with a special use permit.

Homeless Shelter: Zoning Code: Prohibits operating Homeless Shelters at this Residential Zoned property. Rescue Missions/Shelters for the Homeless may only be located in C-2, C-M or M Zoned properties with a special use permit.

Transitional Living Group Home: Transitional Living Group Homes may only be located in the following zoned areas (U, R-A, R-E, R-D, R-1, R-CL, R-2, R-3, R-4, R-5) with a special use permit.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN •

STEVE WOLFSON

LOIS TARKANIAN • STEVEN D. ROSS

CITY MANAGER DOUGLAS A. SELBY

18201-031-06-06

CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov



19.04.020 Accessory Uses and Structures

B. Particular Accessory Uses: In any residential zoning district, each of the following uses shall be considered an accessory use to the extent described, without being separately listed in the Land Use Tables, provided in each case that the use is incidental to the property's use as a dwelling and does not alter the character of its use as a dwelling of the character permitted in the respective district:

1. The renting of rooms, providing of board, or both, for not more than three unrelated persons, where no care is provided.

Property is not allowed to have more than four (4) unrelated residents at any time. Remove all inoperable vehicles, refuse, waste and ramps from the front of the property.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within three (3) days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain properly in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #33 at 229-4917 to supply your current phone number, e-mail address, fax number, or additional mailing address.

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

Because the building(s) is substandard and deemed untenable, the Building Official or his designee orders Kim C. Gousse, owner(s) of the building, to vacate the building(s) by April 2, 2007. You must contact the City of Las Vegas Neighborhood Response Division at (702) 229-6615 when the building(s) has been vacated and all openings (i.e. windows, doors) are boarded and secured. Before re-entry, the building(s) or any portion of it needs to be inspected and approved prior to occupancy.

March 21, 2007
Case #50742
2228 Valley Drive
Page 3

If these orders are not complied with, you are hereby given notice that the Building Official or his designee will proceed to vacate the building(s), cut off electrical power secure the building and charge the cost against the property or its owner(s). As the property owner(s), you will be responsible for all costs incurred. In this event, you will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall be filed with the County Recorder's Office, certified copies of the lien given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the council's designee, in cases where a owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

BY ORDER OF



Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

To Whom it may concern. It was brought to my attention by doorknob and not thereof certified mail as shown on your paperwork that their was a time factor 10 days to responed to your posting of your notice I would like you to know in america we do this by the post office your paperwork is not correct thus legal binding if you do not use postal system. Also be advised that all your allications are misleading and it is known fact by several that the way you conduct yourself is not the way your party was intended. on all three so called cases you have are true of address only and not of content. it appears to me that you have used a standard tex that has no merit to what you are trying to convey. I will on this day dissapprove of your alligations and demand a full reveiw by our city counsel I have also requested and outside contractor and obtained several witnesses that will support the way you conduct yourself as a neighborservices agent

Regarding - Case # 50742

Hazel Fredrick

By ORDER OF Devin Smith.

For: Kim Gousse

Ten DAY Vacate Nuisance notice Dated MARCH 21, 2007

also- Case # 50565

Hazel Frederick

For Kim Gousse

Nuisance notice

also - case # 50414

Hazel Fredrick

notice and ORDER To Make Repairs / public nuisance

Residence in Question:

4420 MARA Ave Las Vegas 89168

2232 Valley Dr. Las Vegas 89108

2228 Valley Dr. Las Vegas 89108

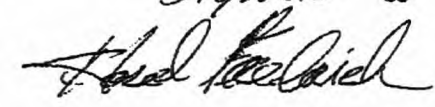
RECEIVED
CITY CLERK

2007 APR -2 A 8:07

RECEIVED
CITY CLERK

2007 MAR 33 A 8:03

Signed





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

April 20, 2007

CERTIFIED & REGULAR MAIL

Kim C. Gousse
Hazel Fredrick
2228 Valley Drive
Las Vegas, NV 89108-2876

Re: Appeal of the Notice and Order to Comply for property located at 2228 Valley Drive, Case #50742

Dear Ms. Grousse and Mr. Fredrick:

You are hereby notified on behalf of Kim Grousse that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 2nd day of May 2007, at the hour of 1:00 p.m. This hearing is in response to the Notice of Appeal received by the Las Vegas City Clerk on April 2, 2007, requesting the same, concerning the Notice and Order to Comply for properties located at 2228 Valley Drive.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Beverly K. Bridges, CMC
Acting City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Dan Still, Deputy City Attorney
Karlette Adams, Ward 5 Senior Executive Assistant

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

APRIL 24, 2007

DEVIN SMITH, MANAGER,
NEIGHBORHOOD RESPONSE
CITY OF LAS VEGAS

2007 APR 24 P 2:56

RECEIVED
CITY CLERK

RE: LETTER DATED APRIL 20, 2007

HEARING SCHEDULED BEFORE THE LAS VEGAS
CITY COUNCIL ON THE 2ND DAY OF MAY 2007

I WILL BE OUT OF TOWN ON THAT DAY AND
NOT
WILL BE RETURNING UNTIL ON MAY 23RD
2007. I AM HUMBLELY ASKING YOUR OFFICE
TO RESCHEDULE THIS HEARING. 10/6/07

SINCERELY

Hazel Frederick
HAZE FREDERICK



May 4, 2007

CASE #50742
Certified/Regular Mail
Return Receipt Requested

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

Kim C. Gousse
Hazel Frederick
2228 Valley Drive
Las Vegas, NV 89108-2876

RE: 2228 Valley Drive

Dear Property Owner:

At the City Council meeting held on May 2, 2007, Agenda Item #68 was held in abeyance and is now scheduled for a hearing on June 6, 2007. This will be a hearing to consider the appeal regarding the Ten (10) Day Vacate Nuisance Notice and Order to Comply dated March 21, 2007.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

A handwritten signature in black ink, appearing to read "Devin S. Smith", is written over a horizontal line.

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:ed

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

To City Council Members

Regarding Mr. Hazel's houses at 2228 &

2232 Valley Dr. A.V. 89108

We object to single family dwellings being turned into boarding houses or worse yet Section 8 housing which he has done both.

We feel he should be made to keep the yards in good condition. Free from weeds dead plants, etc.

The current boards are not a problem but feel he is getting away with something illegal.

Also 2232 has a swimming pool that is not taken care of or gates in proper order.

He has a constant turn over of renters at times causing parking problems.

2232 has wheel chair renters & wonder how much has been done to accommodate their needs.

Thank you for checking into this

2007 JUN -6 P 12: 27

RECEIVED
CITY CLERK

unlimited email agenda

6-06-07 Item #81492

June 5, 2007

2007 JUN - 6 P 12: 28

RECEIVED
CITY CLERK

Neighborhood Response Division
City Hall
400 Stewart Ave.
Las Vegas, Nev. 89101

Dear Response Division,

I am a close neighbor (live near)
the dwelling on our block.

In regard to this home that is a
single family dwelling is the fact that
the owner is using it as a rooming
house. We are not zoned for this
and it has caused problems.

Several years ago, if I recall correctly
before year 2000 several home owners
in this neighborhood went down to city
hall to a meeting to voice our complaints.

The judge who heard the case ordered
the owner to remove the doors on rooms
that housed about seven single men.

The owner did comply to the order for
a few years, but now we know the owner
is up to his old game.

Submitted after final agenda

Yours Truly,
Concerned homeowner

Date 6-06-07 Item # 81482



2001 JUN - 6 P 12: 28

RECEIVED
CITY CLERK

Official Records Transactions

Name Search Results

Name	Party Code	Other Party	Party Code	Book / Instrument	Doc Type	Date Recorded
FREDERICK HAZEL	EE	NIKOLIC BLAGOJE	OR	890531-00962	DEED	05/31/1989
FREDERICK HAZEL	EE	FREDERICK CAROLYN	OR	890531-00963	DEED	05/31/1989
FREDERICK HAZEL	OR	NIKOLIC BLAGOJE	BNF	890531-00964	TRUST DEED	05/31/1989
FREDERICK HAZEL	OR	NIKOLIC BLAGOJE	BNF	900212-00041	BREACH	02/12/1990
FREDERICK HAZEL	OR	NIKOLIC BLAGOJE	BNF	900323-00085	BREACH RECISION	03/23/1990
FREDERICK HAZEL	OR	NIKOLIC BLAGOJE	BNF	901026-00368	BREACH	10/26/1990
FREDERICK HAZEL	OR	NIKOLIC BLAGOJE	BNF	901205-00086	BREACH RECISION	12/05/1990
FREDERICK HAZEL S	DEF	CONSOLIDATED MORTGAGE CORP	PTF	910617-03738	JUDGMENT RENEW	06/17/1991
FREDERICK HAZEL	OR	NIKOLIC BLAGOJE	BNF	910715-00456	BREACH	07/15/1991
FREDERICK HAZEL	DEL	STEWART TITLE OF NV	OR	911121-00256	TRUSTEE DEED	11/21/1991
FREDERICK HAZEL	2ND	INTERNAL REVENUE SERVICE	1ST	930929-02091	IRS LIEN NOTICE	09/29/1993
FREDERICK HAZEL	2ND	INTERNAL REVENUE SERVICE	1ST	931026-01554	IRS LIEN NOTICE	10/26/1993
FREDERICK HAZEL	2ND	INTERNAL REVENUE SERVICE	1ST	931026-01560	IRS LIEN NOTICE	10/26/1993
FREDERICK HAZEL	2ND	INTERNAL REVENUE SERVICE	1ST	931105-01308	IRS LIEN NOTICE	11/05/1993

FREDERICK HAZEL S	3RD	BERKELEY FEDERAL BANK & TRUST FSB	EE	960530-01144	TRUST DEED ASSIGN	05/30/1996
FREDERICK HAZEL S	DEF	CONSOLIDATED MORTGAGE CORP	PTF	960912-00518	JUDGMENT SATISFACTION	09/12/1996
FREDERICK HAZEL S	3EE	OCWEN FEDERAL BANK FSB	BNF	990917-01138	SUBST/RECONVEYANCE	09/17/1999
FREDERICK HAZEL	2ND	FREDERICK RUBY	1ST	20000804-00796	POWER ATTORNEY	08/04/2000
FREDERICK HAZEL	EE	PREVOST CARLO	OR	20000804-00797	DEED	08/04/2000
FREDERICK HAZEL	OR	TRACY FEDERAL BANK FSB	BNF	20000804-00798	TRUST DEED	08/04/2000
FREDERICK HAZEL:POA	OR	TRACY FEDERAL BANK FSB	BNF	20000804-00798	TRUST DEED	08/04/2000
FREDERICK HAZEL	3RD	COUNTRYWIDE HOME LOANS INC	EE	20010205-00927	TRUST DEED ASSIGN	02/05/2001
FREDERICK HAZEL	2ND	INTERNAL REVENUE SERVICE	1ST	20020102-01598	IRS LIEN NOTICE RELEASE	01/02/2002
FREDERICK HAZEL	2ND	INTERNAL REVENUE SERVICE	1ST	20020102-01599	IRS LIEN NOTICE RELEASE	01/02/2002
FREDERICK HAZEL	2ND	INTERNAL REVENUE SERVICE	1ST	20020102-01601	IRS LIEN NOTICE RELEASE	01/02/2002
FREDERICK HAZEL	EE	FREDERICK ANTHONY	OR	20020108-00718	DEED	01/08/2002
FREDERICK HAZEL	OR	BAR-CAN INVESTMENTS LLC	EE	20020108-00719	DEED	01/08/2002
FREDERICK HAZEL:EE	EE	BAR-CAN INVESTMENTS LLC	OR	20020205-00765	DEED	02/05/2002
FREDERICK HAZEL:EE	OR	GARCIA ELEADORO	EE	20020222-02244	DEED	02/22/2002
FREDERICK HAZEL	3EE	COUNTRYWIDE HOME LOANS INC	BNF	20020318-02802	SUBST/RECONVEYANCE	03/18/2002
FREDERICK HAZEL S	EE			20020605-01922	DEED	06/05/2002
FREDERICK HAZEL S	OR			20020605-01923	TRUST DEED	06/05/2002

Do another name search?

Yes

Do another type of search?

Yes

[Return to Recorder's Index Page](#)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Hearing to consider the appeal regarding Nuisance Notice and Order to Comply located at 2232 Valley Drive. PROPERTY OWNER: KIM C. GOUSSE – Ward 5 (Williams)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Code, Title 9 Chapter 12, dealing with nuisances. A Nuisance Notice and Order to Comply was mailed to the property owner to correct the nuisance per Title 9.04 – Public Nuisance; Title 19.04 – Zoning Violation and Accessory Uses and Structures, and Title 16 – Uniform Housing and Building. A copy of the notice was also posted on the property. Today's hearing is to consider the Appeal to the Nuisance Notice and Order to Comply filed by Hazel Frederick, on behalf of Kim C. Grousse, property owner and responsible party.

RECOMMENDATION:

That the City Council approve the Nuisance Notice and Order to Comply.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Nuisance Notice and Order to Comply
4. Appeal Letter from Appellant
5. Notice of Appeal
6. Abeyance Request by Appellant
7. Rescheduled Hearing Notification

Motion made by BRENDA J. WILLIAMS to Hold in Abeyance Items 81 and 82 to 7/11/2007

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

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

CITY COUNCIL MEETING OF: JUNE 6, 2007

Minutes:

See Item 81 for related discussion.



AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 6, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: ABEYANCE ITEM - Hearing to consider the appeal regarding Nuisance Notice and Order to Comply located at 2232 Valley Drive.

PROPERTY OWNER: KIM C. GOUSSE – Ward 5 (Williams)

The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, Chapter 12, dealing with nuisances.

A Nuisance Notice and Order to Comply was sent to the property owner by regular and certified mail requesting they correct the nuisance per Title 9.04 - Public Nuisance; Title 19.04 – Zoning Violation and Accessory Uses and Structures, and Title 16 - Uniform Housing and Building. A copy of the notice was also posted on the property.

Today's hearing is to consider the Appeal to the Nuisance Notice and Order to Comply filed by Hazel Frederick, on behalf of Kim C. Grousse, property owner and responsible party.





NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-19-112-007

March 21, 2007

Case #50565

Certified/Regular Mail
Return Receipt Requested

Kim C. Gousse
2232 Valley Drive
Las Vegas, NV 89108-2876

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 2232 Valley Drive, Las Vegas, NV, Parcel #139-19-112-007, that you are in violation of Las Vegas Municipal Code, Chapter 9, dealing with nuisances.

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred (\$500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN •

STEVE WOLFSON

LOIS TARKANIAN • STEVEN D. ROSS

CITY MANAGER DOUGLAS A. SELBY

18201-031-06-06

CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov



Case #50565
2232 Valley Drive
March 21, 2007
Page 2

contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

LVMC Ord. #5873

“Owner” means any person having a legal or equitable interest in real property within the City.

(2) Building Code Violation. Any violation of the Uniform Building Code, as adopted and amended by Title 16 of this Code.

LVMC 16.20.010 A Uniform Housing Code

Nuisance

3. Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.

SUBSTANDARD BUILDINGS

General 1001.1 – Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building Code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

Uniform Housing Code 1001.4 Nuisance

Buildings or portions thereof in which there exists any nuisance as defined in this code are deemed substandard buildings.

Uniform Housing Code 1001.14 Improper Occupancy

All buildings or portions thereof occupied for living, sleeping, cooking or dining purposes which were not designed or intended to be used for such occupancies shall be considered substandard.

LVMC 16.04.040 – Permits Required

No person, firm or corporation shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure in the City, or cause same to be done, without first obtaining a separate permit.

Obtain all required permits for fence on front of property or remove.

Ord 5873 (7) Public Nuisance, Zoning Violation: Any violation of Title 19 of this Code.

19.04.040 Zoning Violation:

Group Residential Care Facility: Zoning Code: Prohibits operating Group Residential Care Facility at this Residential Zoned Property. Group Residential Care Facilities may be located in U, R-A, R-E, R-D, R-1, R-CL, R-2, R-3, R-4 and R-5 zoned locations with conditions. (See attached conditions.)

Halfway House: Zoning Code: Prohibits operating halfway house at this Residential Zoned property. Halfway Houses may only be located in R-3, R-4, R-5, C-2 and C-M zonings with a special use permit.

Homeless Shelter: Zoning Code: Prohibits operating Homeless Shelters at this Residential Zoned property. Rescue Missions/Shelters for the Homeless may only be located in C-2, C-M or M Zoned properties with a special use permit.

Transitional Living Group Home: Transitional Living Group Homes may only be located in the following zoned areas (U, R-A, R-E, R-D, R-1, R-CL, R-2, R-3, R-4, R-5) with a special use permit.

19.04.020 Accessory Uses and Structures

B. Particular Accessory Uses: In any residential zoning district, each of the following uses shall be considered an accessory use to the extent described, without being separately listed in the Land Use Tables, provided in each case that the use is incidental to the property's use as a dwelling and does not alter the character of its use as a dwelling of the character permitted in the respective district:

1. The renting of rooms, providing of board, or both, for not more than three unrelated persons, where no care is provided.

Property is not allowed to have more than four unrelated residents at any time. Contact officer to set up appointment time for interior inspection.

Upon correction of this violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #33 at 229-4917 to supply your current phone number, e-mail address, fax number, or additional mailing address.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

To Whom it may concern. It was brought to my attention by doorknob and not thereof certified mail as shown on your paperwork that their was a time factor 10 days to responed to your posting of your notice I would like you to know in america we do this by the post office your paperwork is not correct thus legal binding if you do not use postal system. Also be advised that all your alligations are misleading and it is known fact by several that the way you conduct yourself is not the way your party was intended. on all three so called cases you have are true of address only and not of content. it appears to me that you have used a standard tex that has no merit to what you are trying to convey. I will on this day dissapprove of your alligations and demand a full reveiw by our city counsel I have also requested and outside contractor and obtained several witnesses that will support the way you conduct yourself as a neighborservices agent

Regarding - Case # 50742

By ORDER OF Devin Smith.

Hazel Fredrick

For: Kim Gousse

Ten Day Vacate Nuisance Notice Dated March 21, 2007

also- Case # 50565

Hazel Frederick

For Kim Gousse

Nuisance Notice

also - case # 50414

Hazel Fredrick

Notice and Order To Make Repairs / Public Nuisance

Residence in Question:

4420 MARK Ave Las Vegas 89108

2232 Valley Dr. Las Vegas 89108

2228 Valley Dr. Las Vegas 89108

RECEIVED
CITY CLERK

2007 APR -2 A 8:07

RECEIVED
CITY CLERK

2007 MAR 33 A 8:03

Signed

[Signature]



April 20, 2007

CERTIFIED & REGULAR MAIL

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

Kim C. Gousse
Hazel Fredrick
2232 Valley Drive
Las Vegas, NV 89108-2876

Re: Appeal of the Notice and Order to Comply for property located at 2232 Valley Drive, Case #50565

Dear Ms. Grousse and Mr. Fredrick:

You are hereby notified on behalf of Kim Grousse that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 2nd day of May 2007, at the hour of 1:00 p.m. This hearing is in response to the Notice of Appeal received by the Las Vegas City Clerk on April 2, 2007, requesting the same, concerning the Notice and Order to Comply for properties located at 2232 Valley Drive.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Beverly K. Bridges, CMC
Acting City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Dan Still, Deputy City Attorney
Karlette Adams, Ward 5 Senior Executive Assistant

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

APRIL 24, 2007

DEVIN SMITH, MANAGER,
NEIGHBORHOOD RESPONSE
CITY OF LAS VEGAS

2007 APR 24 P 2:56

RECEIVED
CITY CLERK

RE: LETTER DATED APRIL 20, 2007

HEARING SCHEDULED BEFORE THE LAS VEGAS
CITY COUNCIL ON THE 2ND DAY OF MAY 2007

I WILL BE OUT OF TOWN ON THAT DAY AND
NOT
WILL BE RETURNING UNTIL ON MAY 23RD
2007. I AM HUMBLELY ASKING YOUR OFFICE
TO RESCHEDULE THIS HEARING.

4/6/07

SINCERELY

Hazel Frederick

HAZE FREDERICK



May 4, 2007

CASE #50565
Certified/Regular Mail
Return Receipt Requested

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

Kim C. Gousse
Hazel Frederick
2232 Valley Drive
Las Vegas, NV 89108-2876

RE: 2232 Valley Drive

Dear Property Owner:

At the City Council meeting held on May 2, 2007, Agenda Item #69 was held in abeyance and is now scheduled for a hearing on June 6, 2007. This will be a hearing to consider the appeal regarding the Nuisance Notice and Order to Comply dated March 21, 2007.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

A handwritten signature in black ink, appearing to read "Devin S. Smith".

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:ed

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 - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ Consent ☐ Discussion

SUBJECT:

EXTENSION OF TIME - REZONING

EOT-20771 – ABEYANCE ITEM - 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

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council approval letter for EOT-6798

Motion made by STEVEN D. ROSS to Approve Subject to Conditions

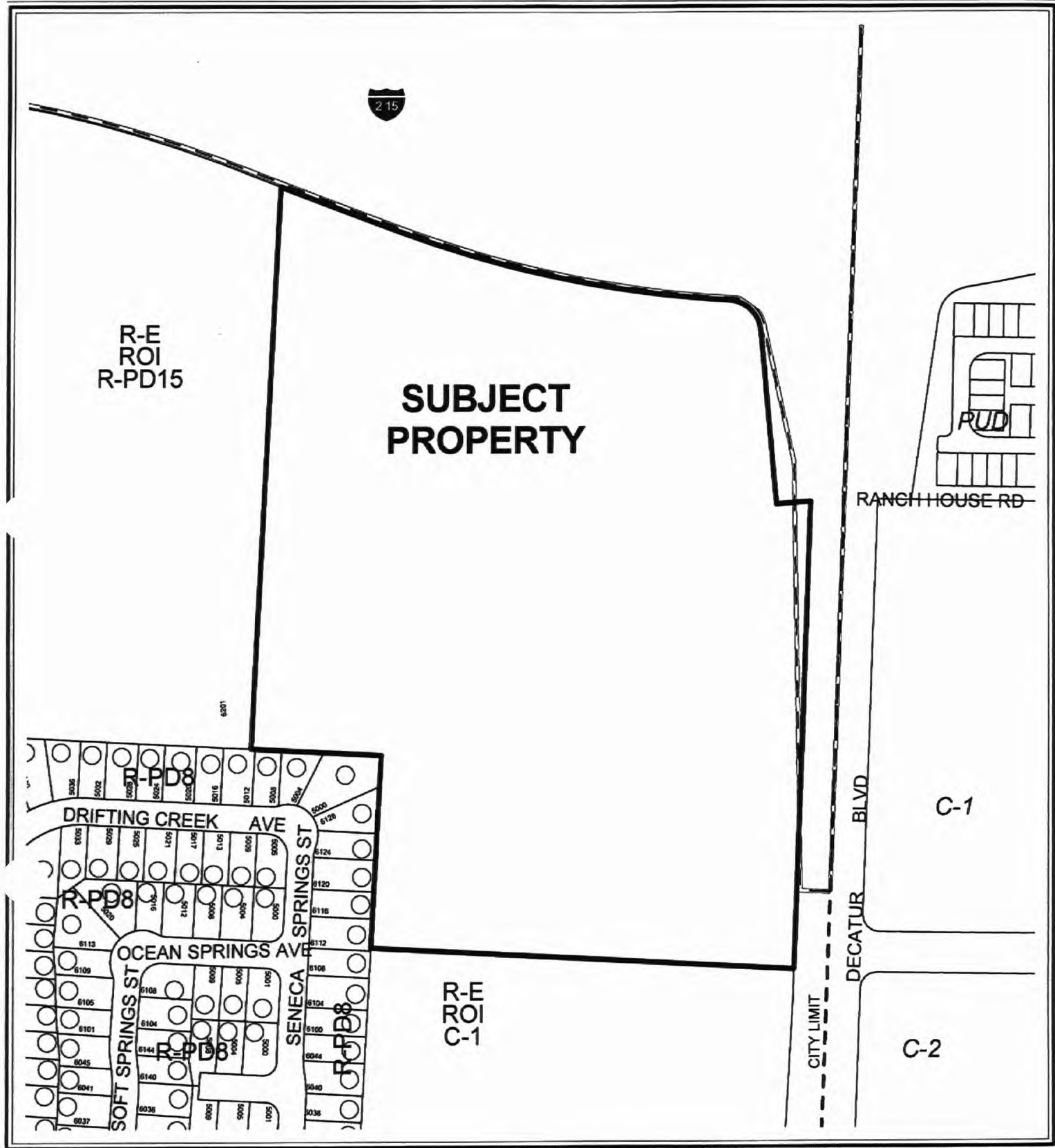
Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

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

Minutes:

JIM STROH, HSA Architect, 1955 Pama Lane, was present and requested a two-year extension, to allow sufficient time to complete the plans.

COUNCILMAN ROSS could not support a two-year extension, as what was agreed upon was that the applicant could complete the work within a year and residents are desiring to see development. Should additional time be needed upon a year, the Councilman is willing to work with the applicant relative to an extension.

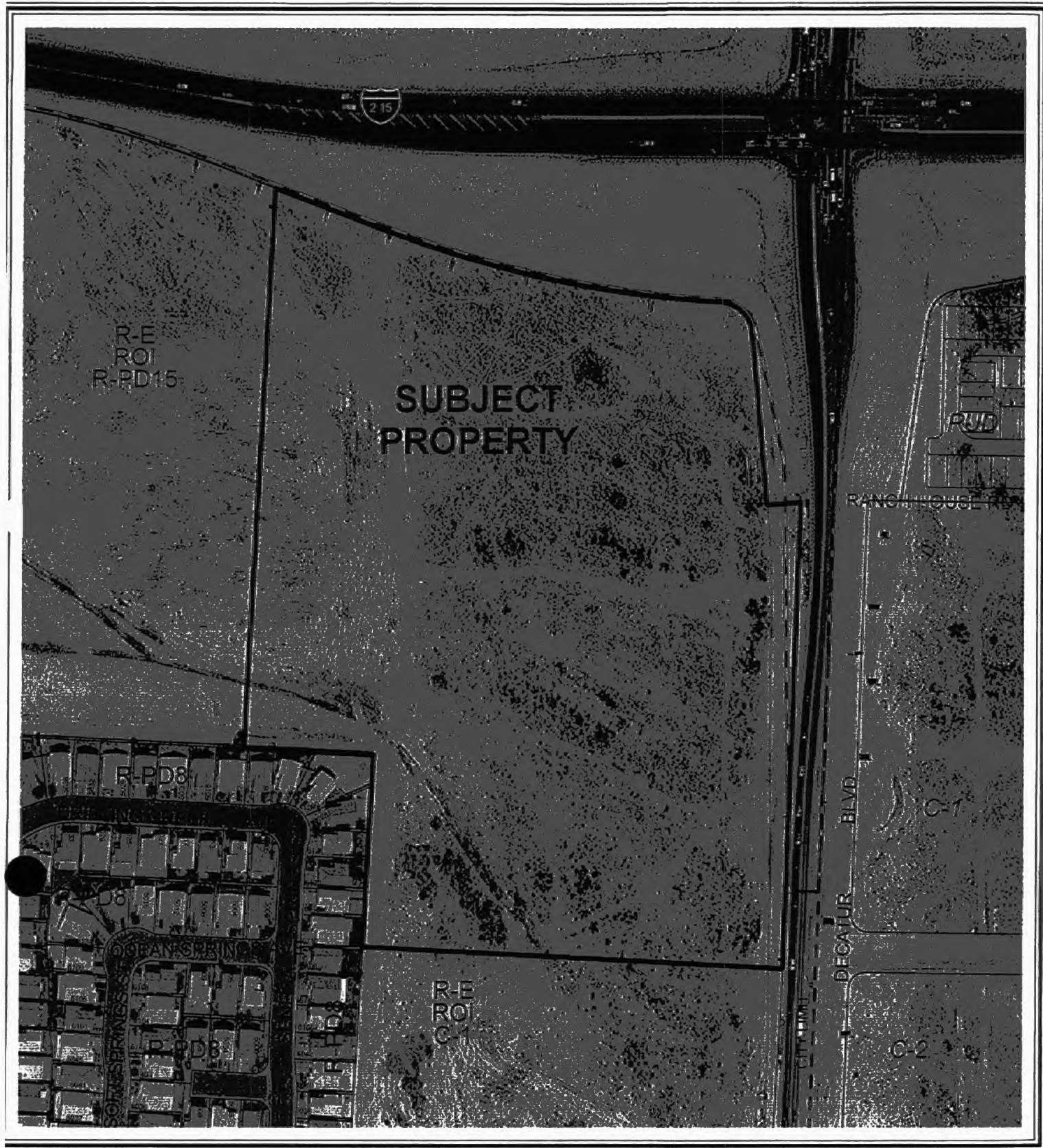


CASE: EOT-20771

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)





CASE: EOT-20771

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)

03060 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 6, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: EOT-20771 - APPLICANT: JAMES E. STROH, ARCHITECT, INC. - OWNER: DECATUR III, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE MAY 16, 2007 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN ROSS.

**** CONDITIONS ****

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. This Rezoning (Z-0018-01) shall expire on June 6, 2008 unless another Extension of Time is approved.
2. Conformance to the Conditions of Approval for Rezoning (Z-0018-01) and all other subsequent related cases and as required by the Planning and Development Department and Department of Public Works.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a 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.

This is the third extension of time request on the subject property. Since the original approval in 2001 the applicant has had an approved Tentative Map (TMP-3624), which has now expired. Additionally, in 2006 a new project was proposed on the subject property that included applications for a General Plan Amendment, Rezoning, Site Development Plan Review, and a Variance. These applications were tabled and never approved. The applicant is now seeking to revert back to the original approvals. As it has been approximately six years since this project was first approved; therefore, a one year extension is deemed appropriate and approval is recommended.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
12/08/97	The City Council approved a General Plan Amendment (GPA-0058-97) from ML (Medium-Low Density Residential) to SC (Service Commercial), and approved a Rezoning (Z-0109-97) from R-E (Residence Estates) and R-E (Residence Estates) under Resolution of Intent to R-PD8 (Residential Planned Development - 8 Units Per Acre) to C-1 (Limited Commercial) on the site. The City Council also approved a Rezoning (Z-0110-97) from R-E (Residence Estates) under Resolution of Intent to R-PD8 (Residential Planned Development - 8 Units Per Acre) to R-PD15 (Residential Planned Development - 15 Units Per Acre) on the western portion of the site. The Planning Commission and staff recommended approval.

06/06/01 *	The City Council approved a General Plan Amendment (GPA-0008-01) from M (Medium Density Residential) to SC (Service Commercial) and a Rezoning (Z-0018-01) from a Resolution of Intent to R-PD15 (Residential Planned Development - 15 Units Per Acre) to C-1 (Limited Commercial) on this site. The Planning Commission and staff recommended approval of both items.
07/05/01	The City Council approved a Site Development Plan Review [(Z-0018-01(1), Z-0109-97(1), Z-0110-97(2)] which allowed a proposed 262,640 square foot retail commercial development, which included this parcel. The Planning Commission and staff recommended approval.
07/24/03	The City Council approved Extensions of Time (EOT-2504 and EOT-2502) of an approved Rezoning (Z-0018-01) to C-1 (Limited Commercial) and a Site Development Plan Review [(Z-0018-01(1), Z-0109-97(1), Z-0110-97(2)] for a proposed commercial development on this site, subject to expire on 07/05/05. The Planning Commission and staff recommended approval.
08/20/03	The City Council granted an Extension of Time (EOT-2493) of an approved Site Development Plan Review [Z-0110-97(1)] for a proposed 140-unit multi-family residential development on 9.35 acres immediately to the west of the subject property. The Planning Commission and staff recommended approval. This extension will expire 06/29/05.
08/12/04	The Planning Commission approved a Tentative Map (TMP-3624) for a two-lot commercial subdivision (Decatur III) on 27.38 acres adjacent to the northwest corner of Decatur Boulevard and Tropical Parkway. Staff recommended approval. A Final Map for this site has not been submitted.
07/06/05	The City Council approved Extensions of Time (EOT 6798 and EOT-6799) of an approved Rezoning (Z-0018-01) an approved Site Development Plan Review [(Z-0018-01(1), Z-0109-97(1), Z-0110-97(2)] for a proposed commercial development on this site.
Related Building Permits/Business Licenses	
There are no permits or licenses related to this request.	
Pre-Application Meeting	
A pre-application meeting is not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	

Details of Application Request	
Site Area	
Net Acres	3.6

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	SC (Service Commercial)	R-E (Residence Estates) under Resolution of Intent to C-1 (Limited Commercial)
North	215 Right of Way	215 Right of Way	215 Right of Way

South	Undeveloped	SC (Service Commercial)	R-E (Residence Estates) under Resolution of Intent to C-1 (Limited Commercial)
East	Undeveloped	North Las Vegas	North Las Vegas
West	Undeveloped	M (Medium Density Residential)	R-E (Residence Estates) under Resolution of Intent to R-PD15 (Residential Planned Development – 15 Units per Acre)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		X	N/A
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the third extension of time request for the proposed project. In 2004 the applicant received an approved Tentative Map (TMP-3624) for the proposed project, which has now expired. In 2006 a different project was proposed on the subject property that included applications for a General Plan Amendment, Rezoning, Site Development Plan Review and a Variance; however, this project was ultimately tabled and was never approved. Now the applicant is reverting back to the original approved project. As it has been nearly six years from the original approval date, progress needs to be made soon on the subject property. A one year extension of time is deemed appropriate for the applicant to show progress on the proposed project.

Conditions of approval from Z-0018-01:

1. A Resolution of Intent with a two-year time limit.
2. A Site Development Plan Review application shall be approved by the Planning Commission or City Council prior to issuance of any permits, any site grading, and all development activity for the site.
3. Submit an appropriate Parcel Map to establish parcel boundaries between this site and the site adjacent to the west; such map shall record prior to development of this site.

4. Grant an access easement to extend the existing 60-foot access easement across this site to the westerly portion of APN#125-25-501-009, as created by the parcel map. Unless an alternate access is submitted to and approved by the City. Any such easement shall be granted on the required Parcel Map.
5. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. All required public sewer easements necessary to connect this site and the site to the west to the existing public sewer system shall be provided to the City prior to City approval of sewer construction plans, such easements shall be granted on the required Parcel Map.

FINDINGS

Approval of the original Rezoning (Z-0018-01) was granted on 06/06/01. This request for an extension of time with a one year limit is deemed appropriate given the circumstances currently occurring on the subject property. Approval of this request is recommended.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

N/A

ASSEMBLY DISTRICT N/A

SENATE DISTRICT N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-20771** APN: 125-25-601-022 & 023

Name of Property Owner: Decatur III LLC

Name of Applicant: James E. Stroh Architect, Inc.

Name of Representative: James E. Stroh Architect, Inc.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

Yes X No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

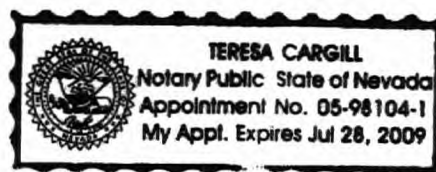
Signature of Property Owner:

Print Name: R. PHILLIP NOURAFCHAN

Subscribed and sworn before me

This 14th day of march, 2007

Jeresa Carell
Notary Public in and for said County and State



[illegible]

Decatur/Centennial Plaza

JOHN E. CONN, President, Inc.
4430 North Douglas, Suite 1, Las Vegas, Nevada 89121
(702) 432-1400

March 12, 2007

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: Justification Letter for Decatur/Centennial Plaza
Extension of Time
Application: Z-0018-01, Z-0109-97(1), Z0110-97(2) and Z-0018-01(1)

To Whom It May Concern:

This is a request for an Extension of Time for an approximately 262,640 square foot retail center.

The project requires additional time because engineering and feasibility studies have taken longer than anticipated.

Please contact our office with any questions.

Sincerely,

A handwritten signature in black ink that reads "Jim Stroh / E.O.". The signature is written in a cursive, flowing style.

James E. Stroh,
President

EOT-20771
05-16-07 CC



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM
LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

July 26, 2005

Mr. R. Phillip Nourafchan
Decatur III, LLC
3075 East Flamingo Road, Suite 102A
Las Vegas, Nevada 89121

RE: EOT-6798 - EXTENSION OF TIME - REZONING
CITY COUNCIL MEETING OF JULY 20, 2005

Dear Applicant:

The City Council at a regular meeting held July 20, 2005 APPROVED the 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 adjacent to the south side of the northern Beltway alignment, approximately 630 feet west of Decatur Boulevard (a portion of APN 125-25-601-022). The Notice of Final Action was filed with the Las Vegas City Clerk on July 21, 2005. This approval is subject to:

Planning and Development

1. This Extension of Time will expire on 06/06/07 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval for Rezoning (Z-0018-01) and all other subsequent site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

Mr. James Stroh
James E. Stroh Architect, Inc.
1955 Pama Lane

EOT-20771
05-16-07 CC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW

EOT-20772 - ABEYANCE ITEM - 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). NOTE: The Applicant is requesting this item be withdrawn without prejudice. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

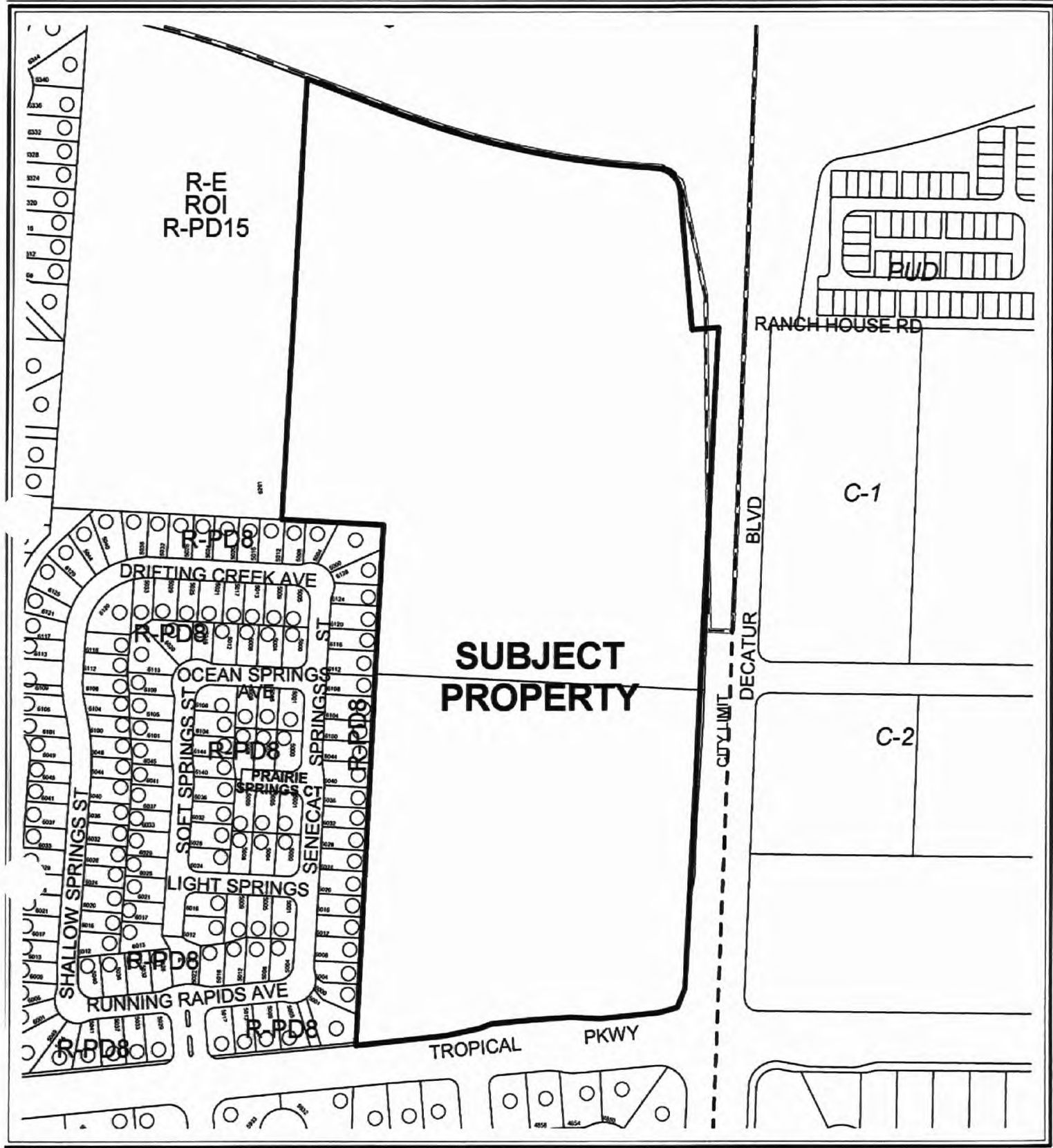
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council approval letter for EOT-6798
6. Withdrawal without prejudice request letter by Applicant

Motion made by GARY REESE to Hold in Abeyance Items 57, 101-102, 107-109, 112-113 and 138 to 6/20/2007; STRIKE Items 80 and 85-86; and WITHDRAW WITHOUT PREJUDICE Items 84 and 139

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)



CASE: EOT-20772

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)

04080 Feet





04080 Feet



CASE: EOT-20772

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)



AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 6, 2007
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ABEYANCE - EOT-20772 - APPLICANT: JAMES E. STROH,
ARCHITECT, INC. - OWNER: DECATUR III, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE MAY 16, 2007 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN ROSS.

**** CONDITIONS ****

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. This Site Development Plan Review [Z-0018-01(1), Z-0109-97(1), and Z-0110-97(2)] shall expire on July 5, 2008 unless another Extension of Time is approved.
2. Conformance to the Conditions of Approval for Site Development Plan Review [Z-0018-01(1), Z-0109-97(1), and Z-0110-97 (2)] and all other subsequent related cases and as required by the Planning and Development Department and Department of Public Works.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for an Extension of Time of approved Site Development Plan Reviews [(Z-0018-01(1), Z-0109-97(1), and 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.

This is the third extension of time request on the subject property. Since the original approval in 2001 the applicant has had an approved Tentative Map (TMP-3624), which has now expired. Additionally, in 2006 a new project was proposed on the subject property that included applications for a General Plan Amendment, Rezoning, Site Development Plan Review, and a Variance. These applications were tabled and never approved. The applicant is now seeking to revert back to the original approvals. As it has been approximately six years since this project was first approved; therefore, a one year extension is deemed appropriate and approval is recommended.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
12/08/97	The City Council approved a General Plan Amendment (GPA-0058-97) from ML (Medium-Low Density Residential) to SC (Service Commercial), and approved a Rezoning (Z-0109-97) from R-E (Residence Estates) and R-E (Residence Estates) under Resolution of Intent to R-PD8 (Residential Planned Development - 8 Units Per Acre) to C-1 (Limited Commercial) on the site. The City Council also approved a Rezoning (Z-0110-97) from R-E (Residence Estates) under Resolution of Intent to R-PD8 (Residential Planned Development - 8 Units Per Acre) to R-PD15 (Residential Planned Development - 15 Units Per Acre) on the western portion of the site. The Planning Commission and staff recommended approval.
06/06/01 *	The City Council approved a General Plan Amendment (GPA-0008-01) from M (Medium Density Residential) to SC (Service Commercial) and a Rezoning (Z-0018-01) from a Resolution of Intent to R-PD15 (Residential Planned Development - 15 Units Per Acre) to C-1 (Limited Commercial) on this site. The Planning Commission and staff recommended approval of both items.
07/05/01	The City Council approved a Site Development Plan Review [(Z-0018-01(1), Z-0109-97(1), and Z-0110-97(2)] which allowed a proposed 262,640 square foot retail commercial development, which included this parcel. The Planning Commission and staff recommended approval.

07/24/03	The City Council approved Extensions of Time (EOT-2504 and EOT-2502) of an approved Rezoning (Z-0018-01) to C-1 (Limited Commercial) and a Site Development Plan Review [(Z-0018-01(1), Z-0109-97(1), Z-0110-97(2))] for a proposed commercial development on this site, subject to expire on 07/05/05. The Planning Commission and staff recommended approval.
08/20/03	The City Council granted an Extension of Time (EOT-2493) of an approved Site Development Plan Review [Z-0110-97(1)] for a proposed 140-unit multi-family residential development on 9.35 acres immediately to the west of the subject property. The Planning Commission and staff recommended approval. This extension will expire 06/29/05.
08/12/04	The Planning Commission approved a Tentative Map (TMP-3624) for a two-lot commercial subdivision (Decatur III) on 27.38 acres adjacent to the northwest corner of Decatur Boulevard and Tropical Parkway. Staff recommended approval. A Final Map for this site has not been submitted.
07/06/05	The City Council approved Extensions of Time (EOT 6798 and EOT-6799) of an approved Rezoning (Z-0018-01) an approved Site Development Plan Review [(Z-0018-01(1), Z-0109-97(1), and Z-0110-97(2))] for a proposed commercial development on this site.
Related Building Permits/Business Licenses	
There are no permits or licenses related to this request.	
Pre-Application Meeting	
A pre-application meeting is not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	

Details of Application Request	
Site Area	
Net Acres	3.6

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	SC (Service Commercial)	R-E (Residence Estates) under Resolution of Intent to C-1 (Limited Commercial)
North	215 Right of Way	215 Right of Way	215 Right of Way
South	Undeveloped	SC (Service Commercial)	R-E (Residence Estates) under Resolution of Intent to C-1 (Limited Commercial)
East	Undeveloped	North Las Vegas	North Las Vegas

West	Undeveloped	M (Medium Density Residential)	R-E (Residence Estates) under Resolution of Intent to R-PD15 (Residential Planned Development – 15 Units per Acre)
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<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		X	N/A
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the third extension of time request for the proposed project. In 2004 the applicant received an approved Tentative Map (TMP-3624) for the proposed project, which has now expired. In 2006 a different project was proposed on the subject property that included applications for a General Plan Amendment, Rezoning, Site Development Plan Review and a Variance; however, this project was ultimately tabled and was never approved. Now the applicant is reverting back to the original approved project. As it has been nearly six years from the original approval date, progress needs to be made soon on the subject property. A one year extension of time is deemed appropriate for the applicant to show progress on the proposed project.

FINDINGS

Approval of the original Site Development Plan Review [Z-0018-01(1), Z-0109-97(1), and Z-0110-97(2)] was granted on 07/05/01. This request for an extension of time with a one year limit is deemed appropriate given the circumstances currently occurring on the subject property. Approval of this request is recommended.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

N/A

ASSEMBLY DISTRICT N/A

SENATE DISTRICT N/A

<u>NOTICES MAILED</u>	N/A
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<u>APPROVALS</u>	0
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<u>PROTESTS</u>	0
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PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-20772** APN: 125-25-601-022 & 023

Name of Property Owner: Decatur III LLC

Name of Applicant: James E. Stroh Architect, Inc.

Name of Representative: James E. Stroh Architect, Inc.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

 Yes X No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner:

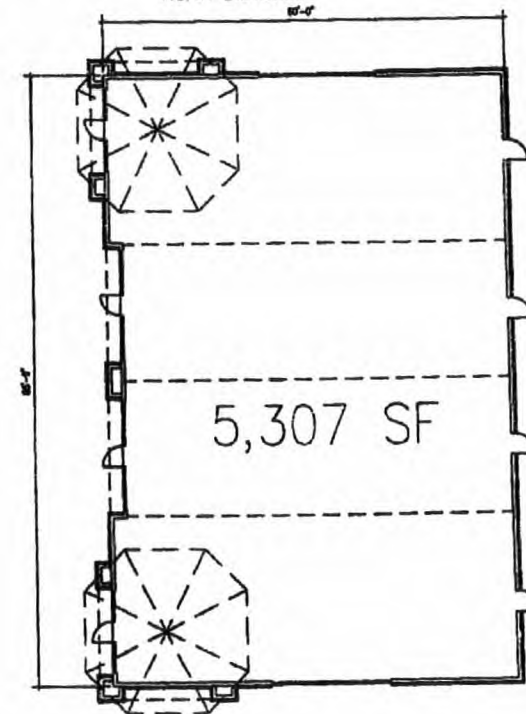
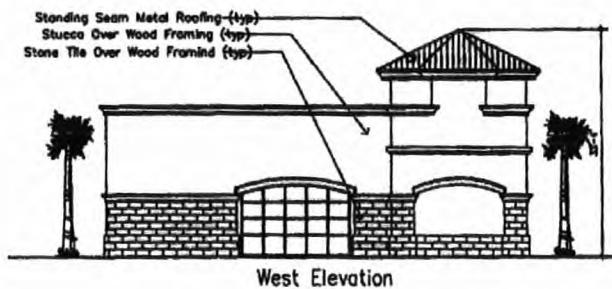
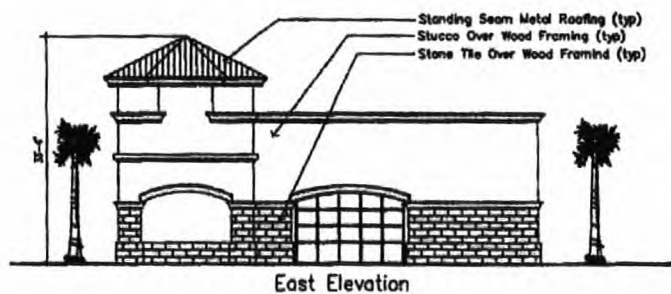
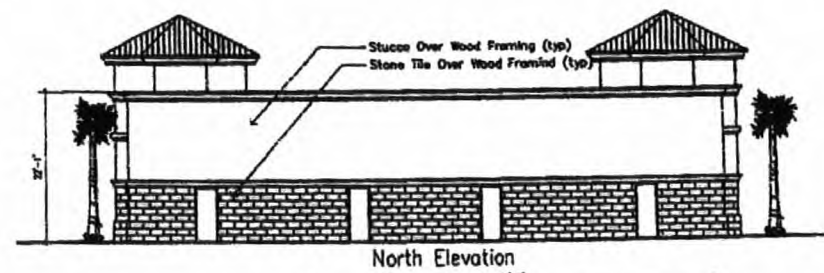
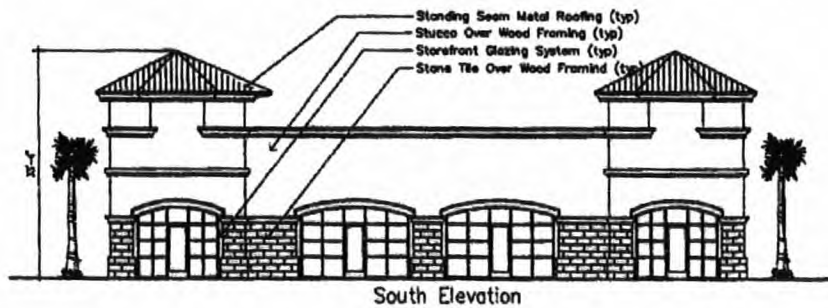
Print Name: K. PHILLIP NEURAFCHIAN

Subscribed and sworn before me

This 14th day of March, 2007

Dulsa Carpio
Notary Public in and for said County and State





PRELIMINARY FLOOR PLAN/ELEVATIONS Typical Pad

PROJ. NO. 05-16-07

Decorative/Centennial Plaza

1" = 10' (1" = 10' OF THIS SHEET IS 10' X 20')



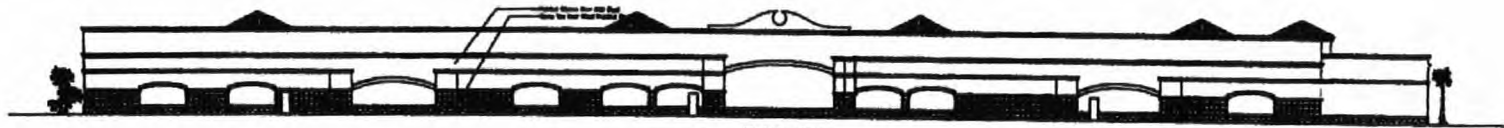
JOHN E. STONE ARCHITECTS, INC.
100 South Main Street, Suite 100, Los Angeles, CA 90012
(213) 413-1100

These drawings are a preliminary design and are not to be used for construction without the approval of the architect. The architect is not responsible for the accuracy of the information or the results of the construction of the building or any part thereof.

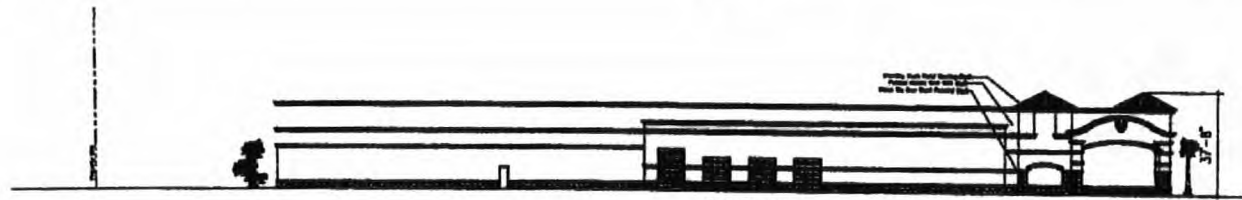
EOT-20772
05-16-07 CC



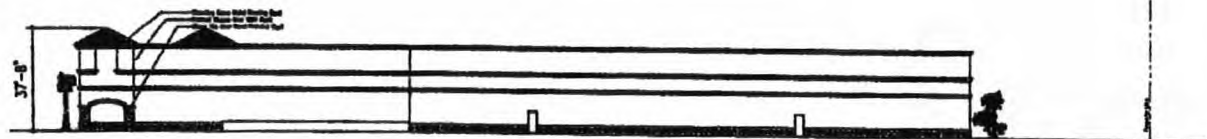
East Elevation



West Elevation



South Elevation



North Elevation

PRELIMINARY ELEVATION Major A

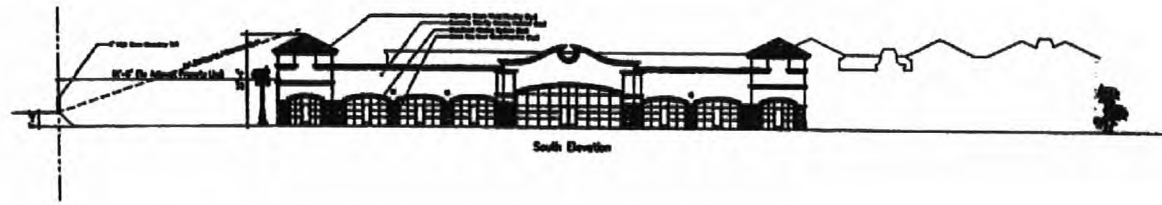
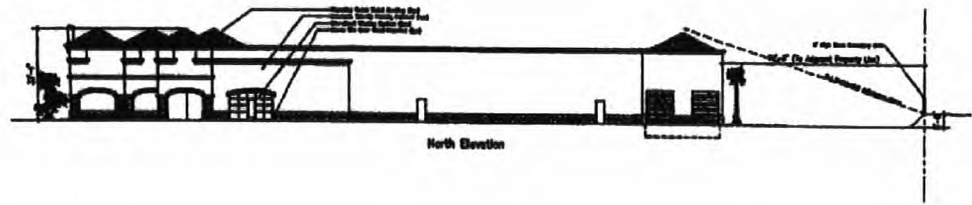
PROJECT NUMBER: 0000

Building Elevation for South Station Light

1" = 10'



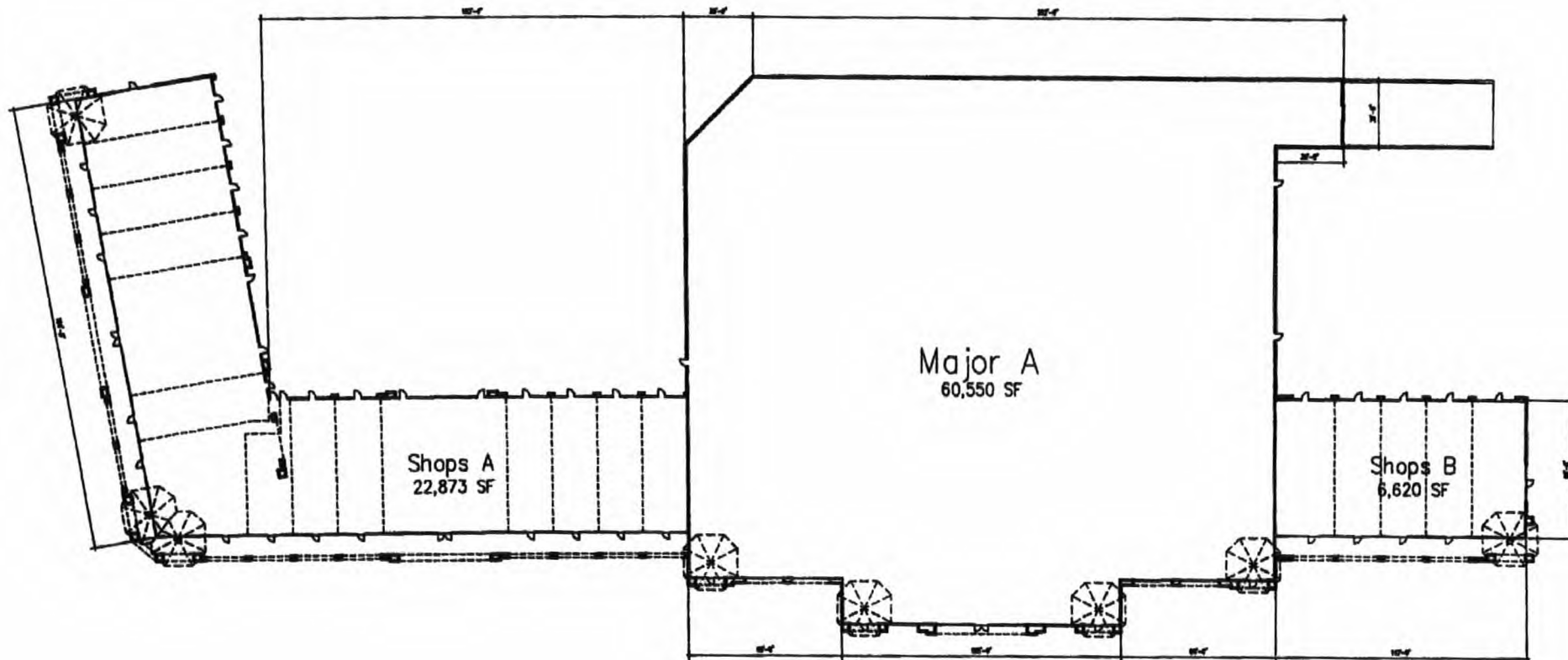
EOT-20772
05-16-07 CC



PRELIMINARY ELEVATION Main Retail Building



EOT-20772
05-16-07 CC



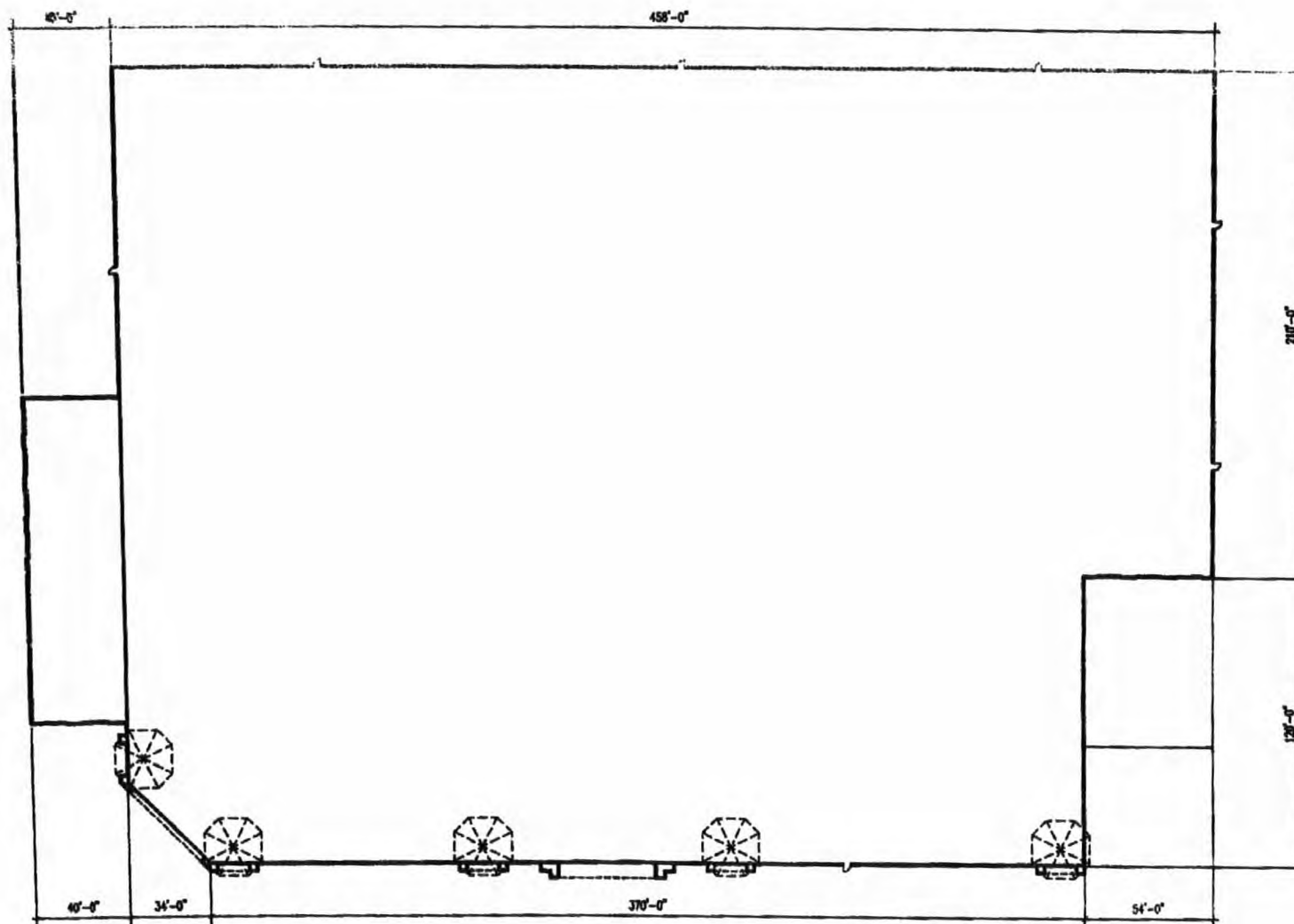
PRELIMINARY FLOOR PLAN Main Retail 90,043 SF

Decorative/Centennial Plaza



JOHN A. HARRIS, ARCHITECT, INC.
400 South Main Street, Suite 1000, Portland, ME 04101
(207) 774-1100

EOT-20772
05-16-07 CC



PRELIMINARY FLOOR PLAN Major A 141,442 SF

Decatur/Centennial Plaza



EOT-20772
05-16-07 CC

March 12, 2007

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: Justification Letter for Decatur/Centennial Plaza
Extension of Time
Application: Z-0018-01, Z-0109-97(1), Z0110-97(2) and Z-0018-01(1)

To Whom It May Concern:

This is a request for an Extension of Time for an approximately 262,640 square foot retail center.

The project requires additional time because engineering and feasibility studies have taken longer than anticipated.

Please contact our office with any questions.

Sincerely,

A handwritten signature in black ink that reads "Jim Stroh / e.b.". The signature is written in a cursive, flowing style.

James E. Stroh,
President

EOT-20772
05-16-07 CC



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

July 26, 2005

Mr. R. Phillip Nourafchan
Decatur III, LLC
3075 East Flamingo Road, Suite 102A
Las Vegas, Nevada 89121

RE: EOT-6798 - EXTENSION OF TIME - REZONING
CITY COUNCIL MEETING OF JULY 20, 2005

Dear Applicant:

The City Council at a regular meeting held July 20, 2005 APPROVED the 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 adjacent to the south side of the northern Beltway alignment, approximately 630 feet west of Decatur Boulevard (a portion of APN 125-25-601-022). The Notice of Final Action was filed with the Las Vegas City Clerk on July 21, 2005. This approval is subject to:

Planning and Development

1. This Extension of Time will expire on 06/06/07 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval for Rezoning (Z-0018-01) and all other subsequent site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

A handwritten signature in cursive script that reads "Lean Coleman".

Lean Coleman
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. James Stroh
James E. Stroh Architect, Inc.
1955 Pama Lane
Las Vegas, Nevada 89119

EOT-20772
05-16-07 CC

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108

RECEIVED
CITY CLERK

2007 MAY 29 A 11:46

May 24, 2007

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: EOT-20772
Withdrawal of Design Review EOT for Decatur/Centennial Plaza
Application: Z-0018-01(1), Z-0109-97(1), Z0110-97(2)

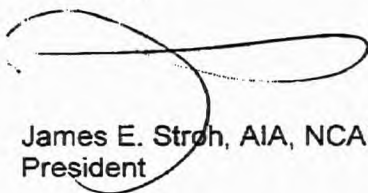
To Whom It May Concern:

This is a request for withdrawal without prejudice of the Site Development Plan Review Extension of Time application (EOT-20772) submitted to City of Las Vegas Development Services Center on 3/26/2007.

We wish to proceed with the Extension of Time for Re-Zoning of the 3.6-acre property - EOT-20771. This withdrawal request is only for EOT-20772.

Please contact this office with any questions. Thank you.

Sincerely,



James E. Stroh, AIA, NCARB
President

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JUNE 6, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

EXTENSION OF TIME - REZONING

EOT-21137 - APPLICANT: JAMES E. STROH, ARCHITECT, INC. - OWNER: DECATUR III, LLC - Request for a Reinstatement and Extension of Time of an approved Rezoning (ZON-5827) FROM: U (UNDEVELOPED) [O (Office) GENERAL PLAN DESIGNATION] TO: R-PD10 (RESIDENTIAL PLANNED DEVELOPMENT - 10 UNITS PER ACRE) and an Extension of Time of an approved Rezoning (ZON-6327) FROM: U (UNDEVELOPED) [MLA (Medium Low Attached Density Residential) AND R-E (RESIDENCE ESTATES) Zone TO: R-PD10 (RESIDENTIAL PLANNED DEVELOPMENT - 10 UNITS PER ACRE) on 11.06 acres at 4705, 4723 and 4743 Balsam Street and on property adjacent to the southeast corner of Lone Mountain Road and Balsam Street (APNs 138-03-510-003; 023; 024; & 025;), Ward 6 (Ross). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

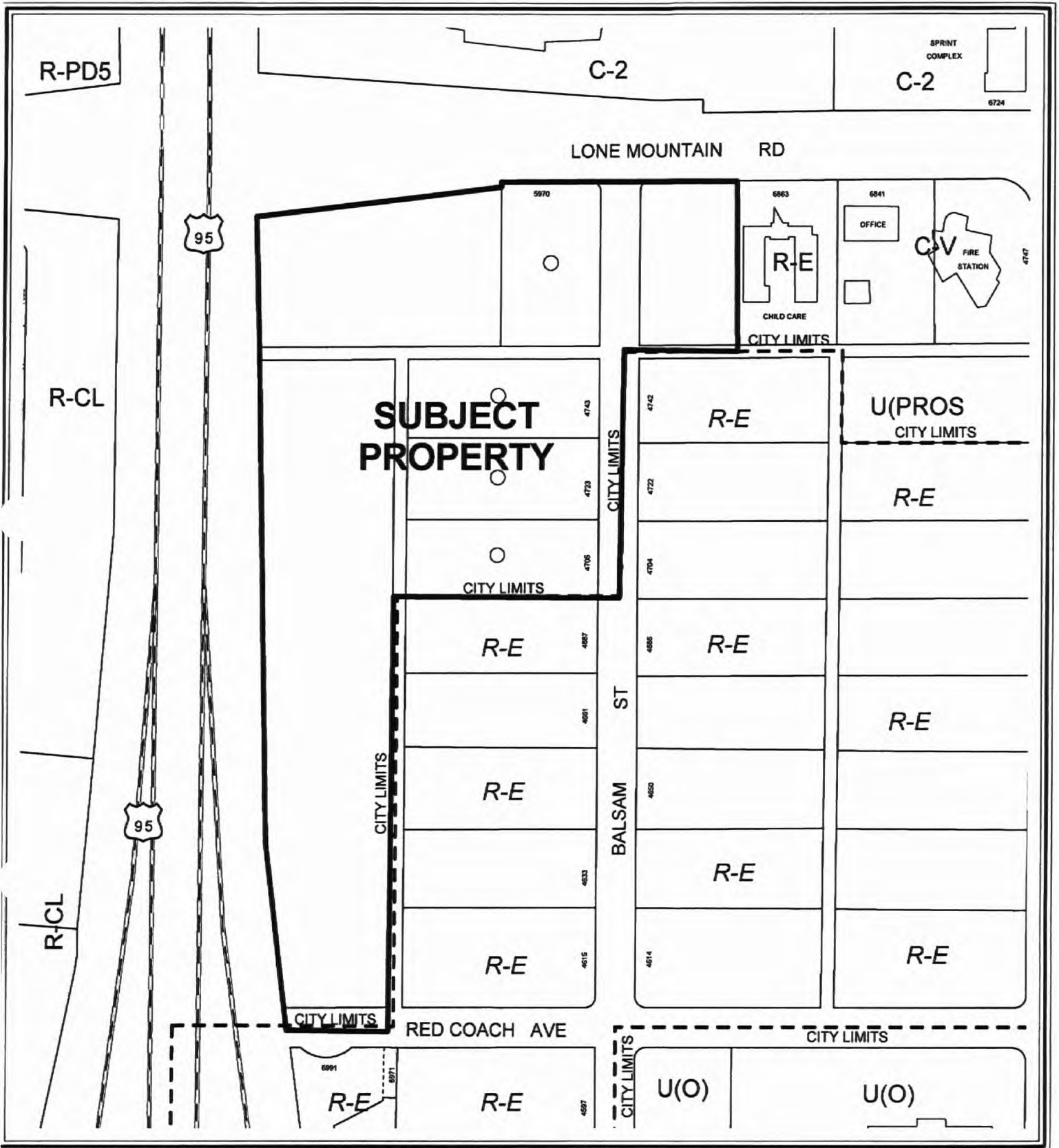
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council approval letter for ZON-6327

Motion made by GARY REESE to Hold in Abeyance Items 57, 101-102, 107-109, 112-113 and 138 to 6/20/2007; STRIKE Items 80 and 85-86; and WITHDRAW WITHOUT PREJUDICE Items 84 and 139

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)



CASE: EOT-21137

03060 Feet

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) [O (OFFICE) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO: R-PD10 (RESIDENTIAL PLANNED DEVELOPMENT - 10 UNITS PER ACRE), U (UNDEVELOPED) [MLA (MEDIUM LOW ATTACHED DENSITY RESIDENTIAL) AND R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO: R-PD10 (RESIDENTIAL PLANNED DEVELOPMENT - 10 UNITS PER ACRE)





CASE: EOT-21137

03060 Feet



ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) [O (OFFICE) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO: R-PD10 (RESIDENTIAL PLANNED DEVELOPMENT - 10 UNITS PER ACRE), U (UNDEVELOPED) [MLA (MEDIUM LOW ATTACHED DENSITY RESIDENTIAL) AND R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO: R-PD10 (RESIDENTIAL PLANNED DEVELOPMENT - 10 UNITS PER ACRE)



AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 6, 2007
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-21137 - APPLICANT: JAMES E. STROH, ARCHITECT, INC. - OWNER: DECATUR III, LLC

**** CONDITIONS ****

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. This Rezoning (ZON-6327) shall expire on June 1st, 2009 unless another Extension of Time is approved.
2. This Rezoning (ZON-5827) shall be reinstated and shall expire on June 1st, 2009 unless another Extension of Time is approved.
3. Conformance to the Conditions of Approval for Rezoning (ZON-5827 and ZON-6327) and all other subsequent related cases and as required by the Planning and Development Department and Department of Public Works.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a Reinstatement and Extension of Time of an approved Rezoning (ZON-5827) from U (Undeveloped) [O (Office) General Plan Designation] to R-PD10 (Residential Planned Development - 10 Units per Acre) and an Extension of Time of an approved Rezoning (ZON-6327) from U (Undeveloped) [MLA (Medium Low Attached Density Residential) and R-E (Residence Estates) Zone to R-PD10 (Residential Planned Development - 10 Units per Acre) on 11.06 acres at 4705, 4723 and 4743 Balsam Street and on property adjacent to the southeast corner of Lone Mountain Road and Balsam Street.

This is a re-instatement and the first extension of time request on the subject property. This extension of time request concerns two separate but related applications. The first is Rezoning (ZON-5827). This application was originally approved on 03/02/05. The applicant is requesting to have this application re-instated and extended to coincide with the other related applications. The Rezoning expired on 03/02/07 as a final map has not recorded. Per Title 19.18.40 application for re-instatement and extension may be granted only if application is made no later than six months after the approval has expired. This application is within the allowable six-month time limit.

The second portion of the request is for an extension of time for Rezoning (ZON-6327). This application was approved on 06/01/05. This application added additional property to the proposed project and was accompanied by Site Development Plan Review (SDR-6332). An extension of time for SDR-6332 shall be heard concurrently with this request. Approval of this request is recommended.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
02/16/05	The City Council approved a Petition to Annex (ANX-5100) property generally located on the east side of U.S. 95, south of Lone Mountain Road (APN 138-03-510-001, 002 and 031), containing approximately 7.02 acres. The effective date of this annexation was 2/25/05. Planning Commission recommended approval on 12/16/04. Staff had recommended approval.

03/02/05 *	The City Council approved a General Plan Amendment (GPA-5823) to MLA (Medium-Low Attached Density Residential), Rezoning (ZON-5827), and a Site Development Plan Review (SDR-5826) application for a proposed 78-lot single-family attached residential development on 7.8 acres adjacent to the southwest corner of Balsam Street and Lone Mountain Road. The Planning Commission recommended denial on 01/27/05. Staff recommended denial.
05/18/05	The City Council approved an Annexation (ANX-6060) application to Petition for the annexing of land generally located on the west side of Balsam Street, 270 feet south of Lone Mountain Road, containing approximately 2.4 acres. The Planning Commission recommended approval on 03/24/05. The effective date of this application was 05/27/05.
06/01/05 *	The City Council approved a General Plan Amendment (GPA-6321) to MLA (Medium-Low Attached Density Residential), a Rezoning (ZON-6327) to R-PD10 (Residential Planned Development - 10 units per acre), and a Site Development Plan Review (SDR-6332) application for a proposed 124-lot single-family attached residential development on 12.0 acres adjacent to the southeast corner of U.S. 95 and Lone Mountain Road. This request included the area previously approved through SDR-5826 for a 78-lot subdivision, and incorporated additional lands into the overall design on 3.26 acres at 4705, 4723 and 4743 Balsam Street and on property adjacent to the southeast corner of Lone Mountain Road and Balsam Street. The Planning Commission considered this request on 04/28/05, but failed to reach a super majority on its vote, which is tantamount to a recommendation for denial. Staff had recommended approval.
07/28/05	The Planning Commission approved a request for a Tentative Map for a 124-lot single-family attached residential subdivision on 12.0 acres adjacent to the southeast corner of Lone Mountain Road and U.S. Highway 95. Staff recommended approval.
05/24/07	The applicant has submitted for a Tentative Map (TMP-21144) that is pending the results of this Extension of Time request.

Related Building Permits/Business Licenses

There are no permits or licenses related to this request.

Pre-Application Meeting

A pre-application meeting is not required, nor was one held.

Neighborhood Meeting

A neighborhood meeting is not required, nor was one held.

Details of Application Request

Site Area

Gross Acres	12.0
Net Acres	11.06

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped Single Family Residential	MLA (Medium Low Attached Density Residential)	U (Undeveloped) Zone [MLA (Medium-Low Attached Density Residential) General Plan Designation] Under Resolution of Intent to R-PD10 (Residential Planned Development – 10 units per acre) R-E (Residence Estates) under Resolution of Intent to R-PD10 (Residential Planned Development – 10 units per acre)
North	Hotel and Casino	GC (General Commercial)	C-2 (General Commercial)
South	Single Family Residential	O (Office) PF-CC (Public Facility – Clark County)	Clark County
East	Single Family Residential	O (Office) PR/OS (Parks/Recreation/Open Space)	Clark County
West	US-95	ROW (Right of Way)	US-95

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		X	N/A
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
A-O Airport Overlay District (175-Foot and 200-Foot)	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This extension of time request concerns two separate but related applications. The first is Rezoning (ZON-5827). This application was originally approved on 03/02/05. The applicant is requesting to have this application re-instated and extended to coincide with the other related applications. The Rezoning expired on 03/02/07 as a final map was not recorded. Per Title 19.18.40 application for re-instatement and extension may be granted only if application is made no later than six months after the approval has expired. This application is within the allowable six-month time limit.

The second portion of the request is for an extension of time for Rezoning (ZON-6327). This application was approved on 06/01/05. This application added additional property to the proposed project and was accompanied by Site Development Plan Review (SDR-6332). An extension of time for SDR-6332 shall be heard concurrently with this request.

The applicant states that the project was held up by threatened and actual litigation. This delay caused the original Tentative Map (TMP-7217) to expire and prevented the submittal of a Final Map. Thus the applicant is seeking the requested extensions of time and reinstatement. The applicant states that the issues are nearing resolution and has also submitted for a new Tentative Map (TMP-21144) in an effort to get the project moving forward. Approval of this request is recommended with a two year extension.

Conditions of approval from ZON-5827:

1. A General Plan Amendment (GPA-5823) to an MLA (Medium Low Attached Density Residential) land use designation approved by the City Council.
2. A Site Development Plan Review (SDR-5826) approved by the Planning Commission or City Council prior to issuance of any permits, any site grading, and all development activity for the site.
3. Provide a multi-use trail to be constructed along the south right-of-way line of Lone Mountain Road, to meet the requirements of the Master Plan Transportation Trails Element, particularly with the specifications shown in Exhibit 1. Accordingly, a lighted trail with landscaping shall be provided along its entire length. Detailed construction drawings of the trail shall be submitted to and approved by the Planning and Development Department prior to the submittal of any development permits for this site.
4. A Resolution of Intent with a two-year time limit.
5. Dedicate appropriate right of way for a cul-de-sac at the terminus of Red Coach Avenue and an additional 15 feet of right-of-way for a total radius of 25 feet on the southwest corner of Balsam Street and Lone Mountain Road.

6. Submit a Petition of Vacation for the 20-foot alley in both the City and Clark County jurisdictions for all rights-of-way in conflict with the proposed site plan. Orders of Vacation for both the City and County properties shall record concurrently and must be recorded prior to recordation of a Final Map for this site, and the Final Map must show the Recorder's numbers of the Vacations.
7. Construct half-street improvements, including appropriate overpaving, on Lone Mountain Road, Balsam Avenue and Red Coach Avenue (including the cul-de-sac termination) adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).
8. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.
9. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

Conditions of approval from ZON-6327:

1. A General Plan Amendment (GPA-6321) to an MLA (Medium-Low Attached Density Residential) land use designation approved by the City Council.
2. A Site Development Plan Review (SDR-6332) approved by the Planning Commission or City Council prior to issuance of any permits, any site grading, and all development activity for the site.

3. Provide a multi-use trail to be constructed along the south right-of-way line of Lone Mountain Road, to meet the requirements of the Master Plan Transportation Trails Element, particularly with the specifications shown in Exhibit 1. Accordingly, a lighted trail with landscaping shall be provided along its entire length. Detailed construction drawings of the trail shall be submitted to and approved by the Planning and Development Department prior to the submittal of any development permits for this site. Additionally, the trail is to be integrated into the Lone Mountain Road overpass to create a seamless flow of the trail path.
4. A Resolution of Intent with a two-year time limit.
5. Dedicate appropriate right-of-way for a complete cul-de-sac at the terminus of Balsam Street.
6. A Petition of Vacation for those portions of Balsam Street in conflict with the proposed site plan shall be recorded prior to the recordation of a Final Map abutting or overlying those portions of Balsam Street.
7. Construct half-street improvements including appropriate overpaving on Lone Mountain Road and Balsam Street (including the complete cul-de-sac termination) adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).
8. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.
9. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No

recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

10. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

FINDINGS

Approval of Rezoning (ZON-5827) was granted on 03/02/05. Approval of Rezoning (ZON-6327) was granted on 06/01/05. This request for an extension of time is deemed appropriate given the circumstances currently occurring on the subject property. Approval of this request is recommended.

<u>NEIGHBORHOOD ASSOCIATIONS NOTIFIED</u>	N/A
--	-----

<u>ASSEMBLY DISTRICT</u>	N/A
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<u>SENATE DISTRICT</u>	N/A
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<u>NOTICES MAILED</u>	N/A
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<u>APPROVALS</u>	0
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<u>PROTESTS</u>	0
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Case Number: **EOT-21137** APN: 138-03510 001 002,003,023,024,025,031

Name of Property Owner: SF Investments

Name of Applicant: Royal Construction

Name of Representative: TCE

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: _____

Stephen B. Arzenberg

Subscribed and sworn before me

This 21st day of March, 2007

Bonnie Funnell
Notary Public in and for said County and State





RED COACH AVE.)
HOT TO SCALE

~~DO NOT WRITE IN THESE SPACES~~



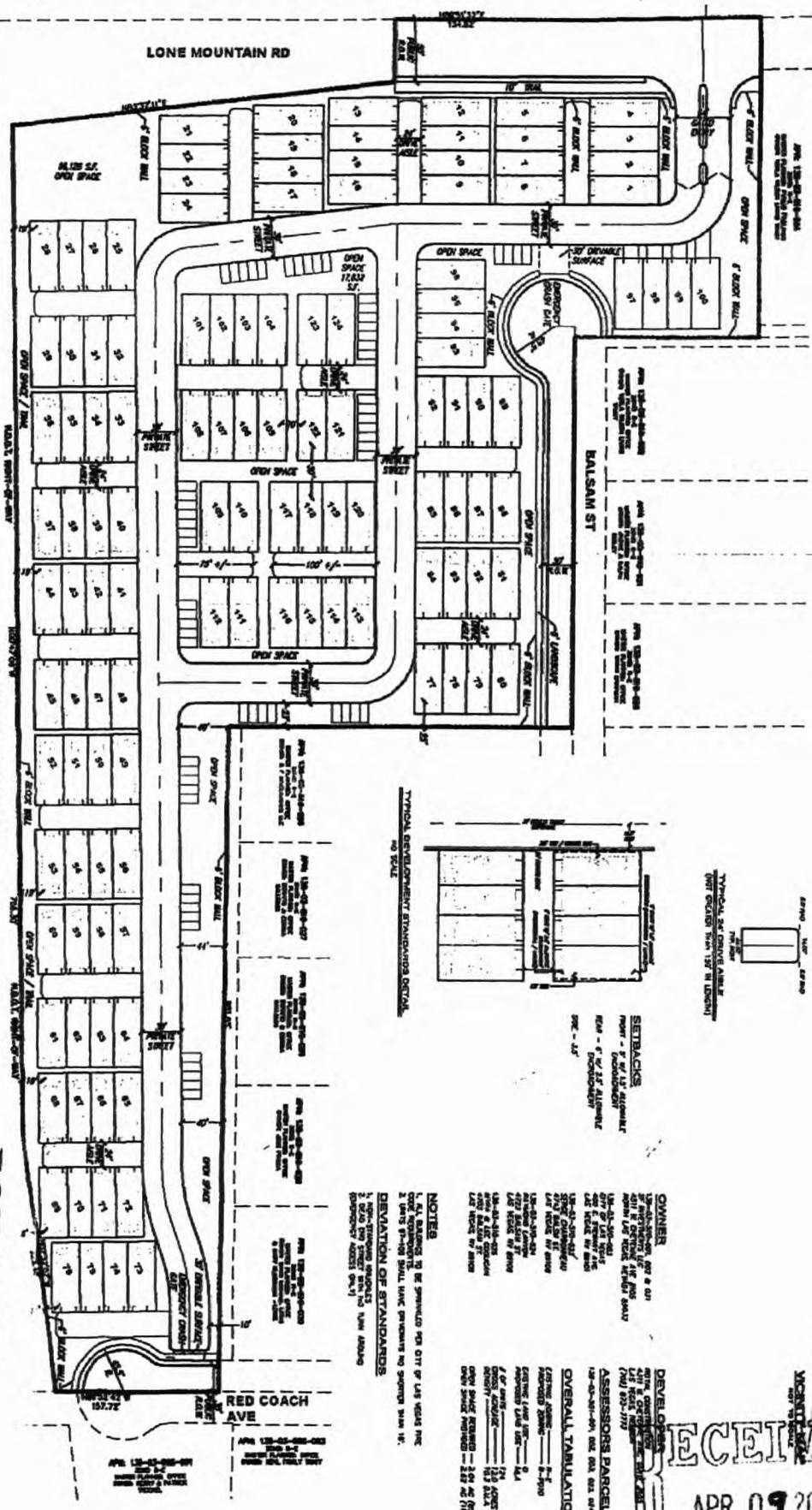
RECEIVED
APR 09 2007

RS CONSULTING, INC.
STRATEGIC PLANNING SOLUTIONS
7525 Hickman Avenue, Las Vegas, NV 89136 Office 702.264.1701 Fax 702.264.2700

TYPICAL DEVELOPMENT STANDARDS DETAIL
NO SCALE

[illegible][illegible]

SPINNAKER VILLAGE II - PHASE II
CITY OF LAS VEGAS, NEVADA



EOT-21137
06-06-07 CC

DATE _____
 REVIEW BY _____
 APPROVED BY _____
 DESIGNED BY _____
 CHECKED BY _____
 TOTAL _____
 R = 0.98
 PROJECT NO. _____
 RC-0006
 OPERATIONS TOTAL _____

1

REVIEW BY _____
 APPROVED BY _____
 DESIGNED BY _____
 CHECKED BY _____
 TOTAL _____
 R = 0.98
 PROJECT NO. _____
 RC-0006
 OPERATIONS TOTAL _____



March 27, 2007

City of Las Vegas
Planning & Development
731 S. 4th Street
Las Vegas, NV 89101

Reference: Spinnaker Village II
Extension of Time ZON-6327
APN #138-03-510-001; 002; 003; 023; 024; 025, 031

On behalf of Royal Construction, we respectfully request your consideration of the attached extension of time for ZON-6327.

Location: The proposed site is located on Lone Mountain and US 95 within Section 3, Township 20 South, Range 60 East.

The above-listed zone change was originally prepared and submitted by R/S Consulting and is related to SDR-6332 and GPA-6321 which was approved by City Council on June 1, 2005.

This project has been delayed by actual and threatened litigation. The items in dispute appear to be near resolution.

We are requesting an extension of time (first request) to allow the developer to complete this project.

If you need additional information or have any questions, please feel free to call me at 932-6125

Sincerely,

Sonia Macias
Project Coordinator

EOT-21137

3277 East Warm Springs Road, Suite 400 **06-06-07 CC**
Las Vegas, Nevada 89120
Phone (702) 932-6125 • Fax (702) 932-6129

Spinner Village II T. II

011-05001



June 3, 2005

Mr. Raymond Lanyon
4723 Balsam Street
Las Vegas, Nevada 89108

S VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

ARRY BROWN
JERENCE WEEKLY
MICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

KURT
Brad
Sonia
File
Jie
Mark

RE: ZON-6327 - REZONING
CITY COUNCIL MEETING OF JUNE 1, 2005
RELATED TO GPA-6321 and SDR-6332

Dear Mr. Mr. Lanyon:

The City Council at a regular meeting held June 1, 2005 APPROVED the request for a Rezoning FROM: U (UNDEVELOPED) [PR-OS (PARK/RECREATION/OPEN SPACE) GENERAL PLAN DESIGNATION] AND R-E (RESIDENCE ESTATES) TO: R-PD10 (RESIDENTIAL PLANNED DEVELOPMENT - 10 UNITS PER ACRE) on 3.26 acres at 4705, 4723 and 4743 Balsam Street and on property adjacent to the southeast corner of Lone Mountain Road and Balsam Street (APNs 138-03-510-003, 023, 024 and 025). The Notice of Final Action was filed with the Las Vegas City Clerk on June 2, 2005. This approval is subject to:

Planning and Development

1. A General Plan Amendment (GPA-6321) to an MLA (Medium-Low Attached Density Residential) land use designation approved by the City Council.
2. A Site Development Plan Review (SDR-6332) approved by the Planning Commission or City Council prior to issuance of any permits, any site grading, and all development activity for the site.
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CITY OF LAS VEGAS
STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

8112-001-1-05

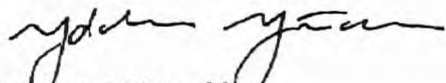
LV 7009

EOT-21137
06-06-07 CC

Mr. Raymond Lanyon
ZON-6327 – Page Three
June 3, 2005

10. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

Sincerely,



Ydorena Yturralde
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Serge Charbonneau
4743 Balsam Street
Las Vegas, Nevada 89108

Mr. Stephen Aizenberg
Royal Construction
4511 West Cheyenne Avenue, Suite #105
North Las Vegas, Nevada 89032

Mr. and Mrs. Howard Coolican
4705 Balsam Street
Las Vegas, Nevada 89108

Mr. Russell Skuse
RS Consulting, Inc.
7525 Hickam Avenue
Las Vegas, Nevada 89129

EOT-21137
06-06-07 CC