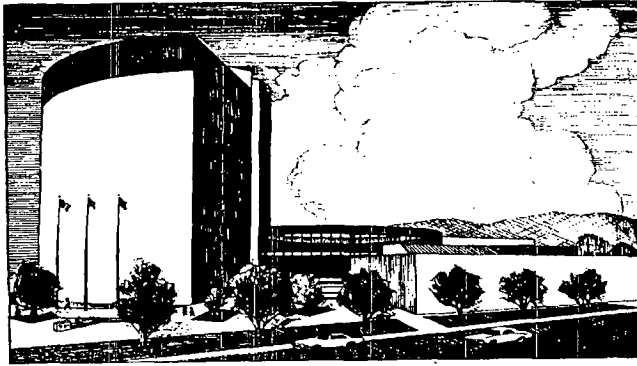




MINUTES

City of Las Vegas

CITY COUNCIL

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

MAY 10, 1999

INVOCATION:

PLEDGE OF ALLEGIANCE:

CITY COUNCIL

PRESENT

ABSENT

EXCUSED

MAYOR JAN LAVERTY JONES

EXCUSED FROM A.M. SESSION UNTIL 10:30 A.M.

COUNCILMAN MICHAEL J. MCDONALD

MAYOR PRO-TEM

COUNCILMAN ARNIE ADAMSEN

COUNCILMAN GARY REESE

COUNCILMAN LARRY BROWN

VIRGINIA VALENTINE, CITY MANAGER

BRAD JERBIC, CITY ATTORNEY

JOHN REDLEIN, CHIEF CIVIL DEPUTY CITY
ATTORNEY, A.M. SESSION

STEVE GEORGE, DEPUTY CITY ATTORNEY
P.M. SESSION

BARBARA JO RONEMUS, CITY CLERK

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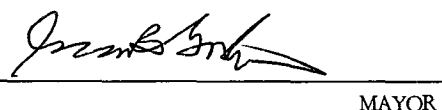
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APPROVED BY REFERENCE: JUNE 14, 1999

ATTEST:


CITY CLERK


MAYOR

AGENDA*City of Las Vegas*

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE • PHONE 229-6011

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.ci.las-vegas.nv.us>

JAN LAVERTY JONES, MAYOR • COUNCILMEN: ARNIE ADAMSEN, MICHAEL J. McDONALD, GARY REESE, LARRY BROWN

Facilities are provided throughout City Hall for the convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

MAY 10, 1999**Morning Session begins at 10:00 a.m.****Afternoon Session begins at 2:00 p.m.**

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON CABLE CHANNEL 4. THE U.N.L.V. HANK GREENSPUN SCHOOL OF COMMUNICATION IS ALSO VIDEOTAPING THE PROCEEDINGS FOR REBROADCAST OF THE MEETING ON CABLE CHANNEL 4 THE MONDAY OF THE MEETING AT 8:00PM AND IS ALSO REBROADCAST ON SATURDAY AT NOON AND 7:00PM, AND THE FOLLOWING MONDAY AT 10:00AM

DUPLICATE AUDIO TAPES ARE AVAILABLE AT A COST OF \$5.00 PER TAPE AND DUPLICATE VIDEO TAPES ARE AVAILABLE AT A COST OF \$10.00 PER TAPE THROUGH THE CITY CLERK'S OFFICE.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING COUNCIL MEETING.

I. CEREMONIAL MATTERS

- 10:00 A.M. - CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - FATHER BILL HAESAERT, CSV, ST. VIATOR CATHOLIC CHURCH
- PLEDGE OF ALLEGIANCE
- PROCLAMATION PRESENTATION TO THE HISTORIC PRESERVATION COMMISSION RECOGNIZING MAY 9 - 15 AS "PRESERVATION WEEK"
- RECOGNITION OF SAFETY AWARENESS MONTH
- RECOGNITION OF ROY MILLER AS "CITIZEN OF THE MONTH" FOR MAY

II. BUSINESS ITEMS

1. Any items from the morning session that the Council, staff, and/or the applicant wishes to be stricken or held in abeyance to a future meeting, may be brought forward and acted upon at this time
2. Approval of the Final Minutes by reference of the Regular City Council Meeting of April 12, 1999
3. Certification of Canvassed Election Returns for the May 4, 1999 Primary Municipal Election

III. CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND ARE RECOMMENDED FOR APPROVAL BY THE DEPARTMENTS. THEY MAY BE ENACTED IN ONE MOTION; HOWEVER, ANY ITEM MAY BE DISCUSSED IF A COUNCIL MEMBER SO REQUESTS.

BUSINESS DEVELOPMENT - CONSENT

4. Approval of a standard Interlocal Agreement between the City and the Las Vegas Valley Water District to provide service to the Downtown Transportation Center Under Project #2315800

CITY ATTORNEY - CONSENT

5. Approval of Clark County Regional Flood Control District Second Supplemental Interlocal Contract for the design of flood control improvements for Washington Avenue - Sagman to Las Vegas Creek
6. Approval of Clark County Regional Flood Control District Second Supplemental Interlocal Contract for the design of flood control improvements for the Angel Park Detention Basin Expansion
7. Approval of Clark County Regional Flood Control District Second Supplemental Interlocal Contract for the design of flood control improvements for Washington Avenue - Interstate 15 to Martin Luther King Boulevard
8. Approval of Clark County Regional Flood Control District Interlocal Contract for the design and construction of flood control improvements for Owens Avenue System - Rancho Road to Interstate 15
9. Approval of Clark County Regional Flood Control District Second Supplemental Interlocal Contract for the Freeway Channel - Alta Drive to Sahara Avenue and Bypass Facility from Wall Street to Sahara Avenue
10. Approval of Clark County Regional Flood Control District Interlocal Contract for the design and construction of flood control improvements for the Upper Washington Avenue Conveyance System Phase 2 Veteran's Memorial Drive to UPRR (Union Pacific Railroad)
11. Approval of Clark County Regional Flood Control District Third Supplemental Interlocal Contract for the design of flood control improvements for the Upper Washington Avenue Channel and Freeway Channel

DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT

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

BUSINESS LICENSE APPLICATIONS

CHILD CARE FACILITY APPLICATION (Approved by the Child Care Licensing Board on April 14, 1999)

FAMILY HOME - New

13. Approval of new family home, Kimberly Simpson, 905 Greenbank Street

SPECIAL EVENT LIQUOR LICENSES

14. Approval of Special Event Liquor License, International Festival Association, Inc., Location: Cashman Field, 850 Las Vegas Boulevard North, Date: May 23, 1999, Type: Special Event General, Responsible Person in Charge: Paulina Tilley
15. Approval of Special Event Liquor License, Las Vegas Jaycees, Location: Lorenzi Park, 3333 West Washington Avenue, Date: May 16, 1999, Type: Special Event Beer/Wine, Responsible Person in Charge: Ronda Short
16. Approval of Special Event Liquor License, Caribbean American Club, Location: Rainbow Library, 3150 North Buffalo Drive, Date: May 16, 1999, Type: Special Event Beer/Wine, Responsible Person in Charge: Cuthbert E.A. Mack
17. Approval of Special Event Liquor License, Wild Oats Market, Location: 6720 West Sahara Avenue, Date: May 22, 1999, Type: Special Event Beer/Wine, Responsible Person in Charge: Daniel D. Martin
18. Approval of Special Event Liquor License, Christ Church Episcopal, Location: 2000 South Maryland Parkway, Date: May 14, 1999, Type: Special Event General, Responsible Person in Charge: Karinne Confer

LIQUOR - New

19. Approval of new Beer/Wine/Cooler On-Sale Liquor License subject to the provisions of the fire codes, Tokyo Express (A Nevada Corporation), dba Narita Sushi, 3250 North Tenaya Way, Suite 99, Tu Y. Lee, Dir, Pres, Treas, and Kyeong R. Lee, Dir, Secy, 100% jointly as husband and wife
20. Approval of new Beer/Wine/Cooler On-Sale Liquor License subject to the provisions of the planning and fire codes and Health Department regulations, Camo Investments, LLC, dba Cafe Napoleon, 221 North Rampart Boulevard, Cinzia Molli, Operating Mgr, Member, 47%

LIQUOR - Approval of Manager

21. Approval of Manager for Beer/Wine/Cooler Off-Sale Liquor License, Prestige Stations, Inc., dba AM/PM Mini Market #5060, 1625 South Decatur Boulevard, Tiffany L. Lord, Store Mgr
22. Approval of Manager for Tavern Liquor License, Gourmetwest of Nevada, Limited Liability Company, dba Applebee's Neighborhood Grill & Bar, 4760 West Sahara Avenue, Suite 1-4, Michael E. Mulrey, Sr District Mgr
23. Approval of Manager for Supper Club Liquor License, Gourmet Systems of Nevada, Inc., dba Applebee's Neighborhood Grill & Bar, 2070 North Rainbow Boulevard, Michael E. Mulrey, Sr District Mgr
24. Approval of Manager for Tavern Liquor License, Peter Eliades, dba Olympic Garden, 1531 Las Vegas Boulevard South, Robert L. Nolen, Gen Mgr

LIQUOR & GAMING - New/MASSAGE ESTABLISHMENT - New

25. Approval of new Tavern Liquor License, new Nonrestricted Gaming License, and new Massage Establishment License subject to the provisions of the planning and fire codes and Health Department regulations, The Resort at Summerlin, L.P., dba The Resort At Summerlin, 221 North Rampart Boulevard, The Resort at Summerlin, Inc., General Partner, 1% (a wholly owned subsidiary of Swiss Casinos of America, Inc.), Hans R. Jecklin, COB, Brian D. McMullan, Dir, Pres, John J. Assis-Fonseca, Dir, SVP, COO, Quinton Boshoff, Dir, SVP, John J. Tipton, Dir, SVP, CFO, Christiane Jecklin, Dir, Jeffrey H. Smith, Secy, Treas, Swiss Casinos of America, Inc., Limited Partner, 75.58%, Hans R. Jecklin, COB, Brian D. McMullan, Dir, Pres, John J. Assis-Fonseca, Dir, SVP, COO, Quinton Boshoff, Dir, SVP, John J. Tipton, Dir, SVP, CFO, Jeffrey H. Smith, Secy, Treas, Seven Circle Resorts, Inc., Mgr (a wholly owned subsidiary of Swiss Casinos of America, Inc.), Hans R. Jecklin, COB, Brian D. McMullan, Dir, Pres, Secy, Treas, John J. Assis-Fonseca, Dir, SVP, Quinton Boshoff, Dir, SVP, John J. Tipton, Dir, SVP, CFO, Christiane Jecklin, Dir, Jeffrey H. Smith, Asst Secy, Approved by the Nevada Gaming Commission on April 29, 1999

LIQUOR & GAMING - Approval of Executrix

26. Approval of Executrix for Tavern Liquor License and Restricted Gaming License for 15 slots, Estate of John B. Regan, dba Jack's Place, 5067 East Bonanza Road, Rosemary E. Regan, Executrix, Approved by the Nevada Gaming Commission on April 29, 1999

LIQUOR & GAMING - Approval of Officer/Stockholder

27. Approval of Officer/Stockholder for Tavern Liquor License and Nonrestricted Limited Gaming License for 22 slots, 49er, Inc., dba 49er Saloon & Casino, 1556 North Eastern Avenue, Bertha M. Ravetti, Dir, Pres, Secy, Treas, 100%, Approved by the Nevada Gaming Commission on May 27, 1993

GAMING - New

28. Approval of new Slot Operator Space Lease Location Restricted Gaming License for 7 slots, Capado Gaming Corporation, dba at Ramy's Deli & Mini Mart, 2620 Regatta, Approved by the Nevada Gaming Commission on April 29, 1999
29. Approval of new Slot Operator Space Lease Location Restricted Gaming License for 4 slots, CACO, dba at Loyal Order of The Moose #1763, 1600 Gragson Avenue, Approved by the Nevada Gaming Commission on April 29, 1999

GAMING - Change of Location

30. Approval of change of location for Restricted Gaming License for 15 slots, Gary L. Weston, dba The Bank Club, From: 1930 Fremont Street, To: 2025 East Charleston Boulevard, Gary L. Weston, 100%, Approved by the Nevada Gaming Commission on April 29, 1999

INDEPENDENT MASSAGE THERAPISTS - New

31. Approval of new Independent Massage Therapist License, Rachel Snow, dba Rachel Snow, 3455 Monte Carlo Drive, Rachel Snow, 100%
32. Approval of new Independent Massage Therapist License, Pamela Porter, dba Pamela Porter, 5341 Pioneer Avenue, #101, Pamela A. Porter, 100%

33. Approval of new Independent Massage Therapist License, Anne C. Solaski-Green, dba Anne Solaski-Green, 7324 Silver Ridge Drive, Anne C. Solaski-Green, 100%
34. Approval of new Independent Massage Therapist License, Thadra Smith, dba Touche By Thadra, 8209 Woodland Prairie Avenue, Darlene J. Smith, 100%
35. Approval of new Independent Massage Therapist License, Todd Lemoine, dba Todd Lemoine, 3565 Winter Scene Court, Todd J. Lemoine, 100%

INDEPENDENT MASSAGE THERAPISTS - Change of Location

36. Approval of change of location for Independent Massage Therapist License, Shirley Ekstrom, dba Shirley Ekstrom, From: 2205 Tosca Street, #203, To: 1701 Rock Springs Drive, #1061, Shirley A. Ekstrom, 100%
37. Approval of change of location for Independent Massage Therapist License, Patty W. Gill, dba Patty W. Gill, From: 6750 Del Rey Avenue, #133, To: 6566 Shasta Circle, Patricia L. Wespiser Gill, 100%
38. Approval of change of location for Independent Massage Therapist License, Say Moy Fong, dba Say Moy Fong, From: 3625 South Decatur Boulevard, #1025, To: 7894 Delta Oak Court, Say M. Fong, 100%

LOCKSMITH LICENSE - New

39. Approval of new Locksmith License, Robert G. Bowyer, dba Robco Security, 8513 Soneto Lane, Robert G. Bowyer, 100%

MARTIAL ARTS INSTRUCTION BUSINESS - New

40. Approval of new Martial Arts Instruction Business License, Dong Sup Kim dba World Tae Kwon Do School, 5000 West Charleston Boulevard, Suites 2 & 3, Dong S. Kim, 100%
41. Approval of new Martial Arts Instruction Business License subject to the provisions of the fire codes, Duaine D. Harris, dba The Las Vegas School of Martial Arts, 5640 West Charleston Boulevard, Suite D, Duaine D. Harris, 100%

SECONDHAND DEALER LICENSE - New

42. Approval of new Class II Secondhand Dealer License subject to the provisions of the fire codes, Casillas, LLC, dba Casillas, LLC, 801 North Main Street, Martin C. Casillas, Member, 100%

AWARD OF BIDS/REJECTIONS/RENEWALS/TERMINATIONS

43. Award of bid number 99.1730.41, traffic signalization at Desert Inn Rd/Fort Apache Rd, Lake North Dr/Fort Apache Rd, Mariner Cove Way/Fort Apache Rd, and Lake South Dr/Fort Apache Rd; and approve the construction and contingency account - Department of Public Works - Award recommended to: L.L.O. INC. - ACME ELECTRIC (\$421,997.17)
44. Award of bid number 99.1730.42, traffic signalization at Lone Mountain Road/Rainbow Blvd, Lake Mead Drive/"J" Street, and Vegas Drive/Michael Way; and approve the construction and contingency account - Department of Public Works - Award recommended to: L.L.O. INC. - ACME ELECTRIC (\$291,268.85)
45. Rejection of bid and award of bid number 99.1739.06, Lorenzi Park ADA Retrofit; and approve the construction and contingency account - Department of Public Works - Award recommended to: ROWLETT CONSTRUCTION, INC. (\$328,705)
46. Award of bid number 99.40221.01, Central Fire Station diesel exhaust system; and approve the construction and contingency account - Department of Fire Services - Award recommended to: CLEARY ENTERPRISES, INC. dba AIR CLEANING SYSTEMS (\$98,250)

PURCHASE ORDER APPROVALS/REVISIONS

47. Approval of purchase orders for Leisure Services' summer program field trips - Department of Leisure Services - Award recommended to: VARIOUS SUPPLIERS (Estimated annual aggregate amount of \$200,000)
48. Approval of purchase orders for laboratory analysis of various water samples - Department of Public Works - Award recommended to: VARIOUS SUPPLIERS (Estimated annual aggregate amount of \$130,000)
49. Approval of revision number one to Purchase Order Number 203424 for an annual requirements contract for original equipment manufacturer parts for Sharples centrifuge units - Department of Public Works - Award recommended to: ALPHA LAVAL SEPARATION, INC. (\$100,000)
50. Approval of a purchase order for an annual requirements contract for the purchase of original equipment manufacturer parts and service for Williams Detroit Diesel-Allison equipment - Various Departments - Award recommended to: WILLIAMS DETROIT DIESEL-ALLISON SOUTHWEST, INC. (estimated annual amount of \$100,000)

51. Approval of revision number one to Purchase Order Number 200917, annual requirements contract for vehicle tires and repairs - Department of Public Works - Award recommended to: TED WIENS TIRE AND AUTO (\$60,000)

APPROVAL OF AGREEMENTS/AUTHORIZATIONS

52. Authorization to use Clark County Bid Number CBE-0846-99 for modular furniture at various City facilities - Various Departments - Award recommended to: HAWORTH, INC. (estimated amount of \$200,000)
53. Authorization to use Clark County Bid Number 3542-95, furnish and install carpet and vinyl flooring material at various City facilities - Department of Public Works - Award recommended to: STG ENTERPRISES (estimated annual amount of \$100,000)

DEPARTMENT OF FIRE SERVICES - CONSENT

54. Approval of the upgrade of the radio system for the new Fire Department Communication Center

DEPARTMENT OF HUMAN RESOURCES - CONSENT

55. Ratification of changes made to Article 18 (Medical Benefits) of the 1998-2002 Labor Agreement between the Las Vegas City Employees Association and the City of Las Vegas
56. Approval of payment for a permanent partial disability award claim #9511-29 as required under the workers' compensation statutes
57. Report of new hires - March 29 - April 12, 1999 - Director, Planning & Development

NEIGHBORHOOD SERVICES - CONSENT

58. Approval to transfer up to \$34,900.86 in Supportive Housing Program (SHP) funds to St. Vincent De Paul (SVDP), for the administration of SHP eligible programs, pertaining to MASH Transitional Housing Program or Crisis Intervention Center

DEPARTMENT OF PUBLIC WORKS - CONSENT

ACCEPTANCE OF RIGHT OF WAY ITEMS

GRANT DEED

59. From: RIO VISTA PLAZA LLC, A NEVADA LIMITED LIABILITY COMPANY; To: City of Las Vegas; For: Portion of the Northeast Quarter (NE ¼) of Section 34, T19S, R60E, M.D.M., for a dedication of a portion of Drexel Road cul-de-sac, south of Ann Road (4-14-99) 125-34-502-013

RIGHT OF WAY GRANT FOR DRAINAGE PURPOSES

60. From: SUMMERLIN NORTH COMMUNITY ASSOCIATION, A NEVADA NON-PROFIT CORPORATION; To: City of Las Vegas; For: Portion of the Northeast Quarter (NE ¼) of Section 20, T20S, R60E, M.D.M., for a drainage easement located on Scholar Lane between Rampart Boulevard and Lake Mead Boulevard (4-6-99) 138-20-697-013

RIGHT OF WAY GRANT FOR INGRESS AND EGRESS PURPOSES

61. From: SUMMERLIN NORTH COMMUNITY ASSOCIATION, A NEVADA NON-PROFIT CORPORATION; To: City of Las Vegas; For: Portion of the Northeast Quarter (NE ¼) of Section 20, T20S, R60E, M.D.M., for an ingress and egress easement located on Scholar Lane between Rampart Boulevard and Lake Mead Boulevard (4-6-99) 138-20-697-013

RIGHT OF WAY GRANT FOR SIGHT VISIBILITY RESTRICTION PURPOSES

62. From: SUMMERLIN NORTH COMMUNITY ASSOCIATION, A NEVADA NON-PROFIT CORPORATION; To: City of Las Vegas; For: Portion of the Northeast Quarter (NE ¼) of Section 20, T20S, R60E, M.D.M., for sight visibility restriction easements located on Scholar Lane between Rampart Boulevard and Lake Mead Boulevard (4-6-99) 138-20-697-013

QUITCLAIM DEED

63. From: CITY OF LAS VEGAS; To: United States of America; For: Portions of the Southwest Quarter of Section 28, and the Northwest Quarter (NW ¼) and East Half (E ½) of Section 33, T19S, R62E, M.D.M., to transfer ingress, egress and regress rights in Range Road generally located between Las Vegas Boulevard North and El Campo Grande Avenue 123-28-401-009, 123-33-101-003
64. Request permission to appraise and purchase or condemn right-of-way parcels for Rancho Drive/Sahara Avenue/Teddy Drive Improvement Project

ENCROACHMENT REQUESTS

65. John Sawdon on behalf of JOSEPH SCALA, Owner (Via Olivero Avenue at Montessori Street and Sahara Avenue at Montessori Street - Courtesy Mitsubishi); Applicant proposes to encroach into the public right of way on the southwest corner of Via Olivero Avenue and Montessori Street and also on the northwest corner of Sahara Avenue and Montessori Street; consisting of Deer Grass and Greencloud Sage up to 4 feet tall and ten 10 feet tall Shoestring Acacia (Evergreen) Trees along the property line on Via Olivero Avenue for approximately 284 feet from Montessori Street and four 20 feet tall Deciduous (Sweet Acacia) Trees, numerous Mexican Fan Palm Trees and 3 feet tall Evergreen Shrubs with typical 1 foot tall ground cover along the property line on Sahara Avenue approximately 280 feet from Montessori Street.

REQUEST TO CUT PAVEMENT

66. SOUTHWEST GAS CORPORATION (Smoke Ranch Road east of Buffalo Drive); Request to cut the pavement on Smoke Ranch Road east of Buffalo Drive in order to extend a 2 inch Southwest Gas main into the Las Vegas Technology Center II; the proposed 2 inch gas main would connect into an existing 4 inch gas main located 40 feet south of the Smoke Ranch Road center line, it will extend northward along "A" Street alignment to Peak Drive then eastward on Peak Drive approximately 500 feet; Southwest Gas would make all repairs that would meet or exceed the standards of the City of Las Vegas.

REPORT/ACTION ITEMS

67. Approval of a professional services agreement with American Consultants Engineering Partnership for program management services for consultant-designed capital improvement projects
68. Approval of the professional services with Black & Veatch Corporation for the area wide water reuse study

IV. RESOLUTIONS - CONSENT

69. R-37-99 - Approval of a Resolution Regarding the Granting of a Telecommunications Service Franchise to Telecommunications of Nevada, LLC., Setting the Purpose, Character, Term, Time and Conditions of the Proposed Franchise and Setting a Public Hearing on the Advisability of Granting the Proposed Franchise

***** END OF CONSENT AGENDA *****

DISCUSSION / ACTION ITEMS**CITY ATTORNEY - DISCUSSION**

70. Discussion and possible action to rescind an existing "Assessment District Agreement" between the City of Las Vegas and the property located at 1700 Kenyon Place
71. Appeal of Work Card Denial: Mr. Russell Mindas, 3451 Nightflower Lane #B, Las Vegas, Nevada 89121
72. Appeal of Work Card Denial: Ms. Yolanda Rainey, 1209 N. Tonopah Drive, Las Vegas, Nevada 89106
73. Appeal of Work Card Denial: Mr. Lawrence Henry Graham, 3750 E. Bonanza #193, Las Vegas, Nevada 89110
74. Appeal of Work Card Denial: Ms. Jami Marie Linton, 4600 Alyse Way, Las Vegas, Nevada 89110

DEPARTMENT OF FINANCE & BUSINESS SERVICES - DISCUSSION**CHILD CARE LICENSE/FAMILY HOME - Six-Month Review**

75. Discussion and possible action regarding a six-month review of a Family Home Child Care License following discussion of the result of inspections by Child Care staff, Charles Jones, Co-Licensee with Carrie Jones, 5716 Pine Cone Place, 6 children days/5 nights

LIQUOR - New/Request For Temporary License

76. Discussion and possible action regarding a request for temporary approval of a new Supper Club Liquor License subject to the provisions of the planning and fire codes and Health Department regulations, Tower Pasta, Inc., dba "P/P Tower", 2000 Las Vegas Boulevard South, Robert T. Harry, Dir, Pres, Secy, Treas, 100%

LIQUOR - Change of Ownership/Change of Business Name/GAMING - New

77. Discussion and possible action regarding a request for approval of a change of ownership and business name on a Tavern Liquor License and a new Restricted Gaming License for 15 slots subject to the provisions of the Health Department regulations and following discussion of the Las Vegas Metropolitan Police Department Investigative Report, From: Muldoon's, Inc., dba Pepe Muldoon's Mexican & Irish Pub, Angelo A. Lardas, Dir, Pres, Secy, Treas, 100%, To: H & B Enterprises Inc., dba Bailey's, 4341 North Rancho Drive, Henry G. Nogiec, Dir, Pres, 75%, Toby D. Fleharty, Secy, Treas, 25%, Approved by the Nevada Gaming Commission on March 25, 1999

SECONDHAND DEALER LICENSE - New

78. Discussion and possible action regarding a request for a new Class II Secondhand Dealer License subject to the provisions of the planning and fire codes and following discussion of the Las Vegas Metropolitan Police Department Investigative Report, Second Spin, Inc., dba Second Spin, North Rainbow Boulevard South of Smoke Ranch Road, Walter E. White, Dir, Pres, 25%, Debra L. White, Dir, VP, Secy, 25% (Note: Item to be heard in afternoon session in conjunction with Item No. 109 - Special Use Permit U-31-99)

AWARD OF BIDS/RESCISSIONS

79. Discussion and possible action to rescind preapproval of Bid Number 99.08701.01, demolition of the Old National Guard Armory, to the lowest responsive and responsible bidder
80. Discussion and possible award of Bid Number 99.40121.01, demolition of the Old National Guard Armory, to the lowest responsive and responsible bidder, Art Goldstrom Enterprises, in the amount of \$27,850

NEIGHBORHOOD SERVICES - DISCUSSION

81. **PUBLIC HEARING:** Discussion and possible action to approve, adopt and authorize the submittal of the Clark County and City of Las Vegas U. S. Housing and Urban Development (HUD) 1999 Action Plan of the Housing and Urban Development Consolidated Plan
82. Discussion and possible approval of a Professional Services Agreement between the City of Las Vegas and Development Solutions for assistance in submitting a Section 108 Loan application to the Department of Housing and Urban Development and other scope of work as identified

DEPARTMENT OF PUBLIC WORKS - DISCUSSION**TRAFFIC & PARKING ITEM**

83. Discussion and possible approval of a request to install speed humps on Boseck Drive between Roland Wiley Road and Cimarron Road

V. REPORTS FROM RECOMMENDING COMMITTEES**BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING**

84. **Bill No. 99-14** - Annexation No. A-22-98(A), Property Located: On the south side of Azure Drive between Monte Cristo Way and Tenaya Way; Petitioned By: Centennial 95 Limited Partnership; Acreage: Approximately 4.88 acres; Zoned: R-E (County Zoning) U (R) (City Equivalent). Sponsored by: Councilman Larry Brown
85. **Bill No. 99-15** - Annexation No. A-23-98(A); Property Located: On the southeast corner of Florine Avenue and El Capitan Way; Petitioned By: American West Homes, Inc.; Acreage: Approximately 5.17 acres; Zoned: R-E (County Zoning) U (DR) (City Equivalent). Sponsored by: Councilman Larry Brown
86. **Bill No. 99-16** - Annexation No. A-24-98(A); Property Located: On the south side of Craig Road, approximately 2,300 feet west of Hualapai Way; Petitioned By: Wellington Builders of North America Limited; Acreage: Approximately 5.44 acres; Zoned: R-U (County Zoning) U (PCD) (City Equivalent). Sponsored by: Councilman Larry Brown
87. **Bill No. 99-17** - Annexation No. A-25-98(A); Property Located: On the southwest corner of Tenaya Way and Regena Avenue; Petitioned By: Centennial 95 Limited Partnership; Acreage: Approximately 3.53 acres; Zoned: R-E (County Zoning) U (R) (City Equivalent). Sponsored by: Councilman Larry Brown
88. **Bill No. 99-20** - Creates District re: Special Improvement District No. 1471 - Jones Boulevard (Rancho Drive to Centennial Parkway). Sponsored by: Step Requirement
89. **Bill No. 99-23** - Annexation No. A-9-99(A); Property Located: East of Puli Road between Alexander Road and Cheyenne Avenue; Petitioned By: Stanpark Construction Co., et al.; Acreage: Approximately 131.81 acres; Zoned: R-U (County Zoning) U (PCD) (City Equivalent). Sponsored by: Councilman Larry Brown

90. **Bill No. 99-24** – Annexation No. A-10-99(A), Property Located: East of Puli Road between Alexander Road and Lone Mountain Road; Petitioned By: Stanpark Construction Co., et al; Acreage: Approximately 29.87 acres; Zoned: R-U (County Zoning) U (PCD) (City Equivalent). Sponsored by: Councilman Larry Brown

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

91. **Bill No. 99-19** – Creates District re: Special Improvement District No. 1470 - Buffalo (Cheyenne Avenue to Lone Mountain Road) and Craig Road US-95 to Buffalo Drive). Sponsored by: Step Requirement

VIII. NEW BILLS

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

92. **Bill No. 99-25** – Granting of a Franchise Agreement to Telecommunications of Nevada, LLC., and setting the purpose, character, term, time and conditions of the Franchise. Sponsored by: Councilman Larry Brown
93. **Bill No. 99-26** – Provides for the establishment of the Las Vegas Metropolitan Police Department Citizen Review Board. Sponsored by: Councilman Arnie Adamsen

2:00 P.M. – AFTERNOON SESSION

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

PLANNING AND DEVELOPMENT DEPARTMENT

The items listed below, where appropriate, have been reviewed by the various City departments relative to requirements for storm drainage and flood control, connection to sanitary sewer, traffic circulation, and building and fire regulations. Their comments and/or recommendations and requirements have been incorporated into the action.

DISCUSSION/ACTION ITEMS

REQUIRED ONE YEAR REVIEW OF PROJECT STATUS

95. **Z-105-93(5) - LEVTAR PARTNERSHIP** - Required One Year Review of Project Status for a Site Development Plan Review on property located on the northeast corner of Tenaya Way and Craig Road FOR A PROPOSED 84,279 SQUARE FOOT COMMERCIAL SHOPPING CENTER, U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Size: 9.99 Acres, Ward 4 (Brown), APN: 138-03-611-001.

MODIFICATION TO THE LONE MOUNTAIN MASTER PLAN - PUBLIC HEARING

96. **ABEYANCE ITEM - Z-33-97(11) - LAS VEGAS METROPOLITAN POLICE DEPARTMENT** - Request for a Modification of the Lone Mountain Master Plan on property located on the north side of Cheyenne Avenue, approximately 700 feet west of Grand Canyon Drive, From: Parks/School/Recreation/Open Space To: Public Facility, Ward 4 (Brown), APN: 138-07-401-009.

SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING

97. **ABEYANCE ITEM - Z-33-97(10) - LAS VEGAS METROPOLITAN POLICE DEPARTMENT** - Request for a Site Development Plan Review on property located on the north side of Cheyenne Avenue, approximately 700 feet west of Grand Canyon Drive FOR A PROPOSED 38,613 SQUARE FOOT LAS VEGAS METROPOLITAN POLICE DEPARTMENT ACADEMY AND SUBSTATION, U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Size: 7.58 Acres, Ward 4 (Brown), APN: 138-07-401-009.

VACATION - PUBLIC HEARING

98. **VAC-6-99(1) - CIMARRON SPRINGS LIMITED LIABILITY COMPANY** - Consideration to determine if the north half of Deer Springs Way should be included as part of the approved Vacation of the south half of Deer Springs Way, on property located on Deer Springs Way between Sky Pointe Drive and Cimarron Road, Ward 4 (Brown).

99. **VAC-7-99 - BANK OF NEVADA** - Petition to vacate excess public rights-of-way and a twenty foot (20') wide public sewer easement generally located west of Tonopah Drive between Charleston Boulevard and Rancho Lane, Ward 1 (McDonald).
100. **VAC-9-99 - CLARK COUNTY** - Petition to vacate a twenty-foot (20') wide public alley generally located north of Bonneville Avenue and south of Clark Avenue, and a twenty-foot (20') wide public alley generally located north of Clark Avenue and south of Lewis Avenue, both properties being between Casino Center Boulevard and Third Street, Ward 1 (McDonald).
101. **VAC-10-99 - SPRING MOUNTAIN RANCH, LIMITED LIABILITY COMPANY** - Petition to vacate U. S. Government Patent Reservations generally located south of Grand Teton Drive and east of Durango Drive, Ward 4 (Brown).

VARIANCE - PUBLIC HEARING

102. **V-81-98 - MARIAN AND KRYSZYNA ARUSZTOWICZ** - Appeal filed by Marian Arusztowicz from the Denial by the Board of Zoning Adjustment for a Variance on property located at 9205 Vosburgh Drive TO ALLOW A 2 FOOT SIDE YARD SETBACK WHERE 5 FEET IS THE MINIMUM SETBACK REQUIRED FOR AN EXISTING PATIO/DECK, R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 2 (Adamsen), APN: 163-05-311-027.
103. **V-15-99 - MORRIE LOUDEN** - Request for a Variance on property located at 6312 Chimney Wood Avenue TO ALLOW A SHED 3 FEET FROM THE SIDE PROPERTY LINE WHERE 5 FEET IS THE MINIMUM SETBACK REQUIRED IN CONJUNCTION WITH AN EXISTING SINGLE FAMILY DWELLING, R-1 (Single Family Residential) Zone, Ward 4 (Brown), APN: 138-02-511-011.
104. **V-16-99 - ADELINA YEMA** - Request for a Variance on property located at 4412 Dover Place TO ALLOW AN EXISTING ENCLOSED PATIO 3 FEET FROM THE REAR PROPERTY LINE WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED IN CONJUNCTION WITH AN EXISTING SINGLE FAMILY DWELLING, R-1 (Single Family Residential) Zone, Ward 1 (McDonald), APN: 139-31-411-115.

SPECIAL USE PERMIT - PUBLIC HEARING

105. **U-20-99 - JERRY AND MARIANNA HERBST ON BEHALF OF TERRIBLE HERBST OIL COMPANY** - Request for a Special Use Permit and a Site Development Plan Review on property located at 3650 West Sahara Avenue FOR A SERVICE STATION, A FULL SERVICE CAR WASH AND A MINOR AUTOMOTIVE REPAIR FACILITY (AUTO LUBE) IN CONJUNCTION WITH A PROPOSED 8,100 SQUARE FOOT CONVENIENCE STORE, C-1 (Limited Commercial) Zone, Ward 1 (McDonald), APN: 162-05-402-002.

SPECIAL USE PERMIT RELATED TO U-20-99 - PUBLIC HEARING

106. **U-14-99 - JERRY AND MARIANNA HERBST ON BEHALF OF TERRIBLE HERBST OIL COMPANY** - Request for a Special Use Permit on property located at 3650 West Sahara Avenue FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE AND CAR WASH, C-1 (Limited Commercial) Zone, Ward 1 (McDonald), APN: 162-05-402-002.

SPECIAL USE PERMIT - PUBLIC HEARING

107. **ABEYANCE ITEM - U-22-99 - CBC FINANCIAL CORPORATION ON BEHALF OF RAJEH ALGAITHY** - Appeal filed by Bell Lukens & Kent Chartered from the Denial by the Planning Commission for a Special Use Permit on property located at 750 Fremont Street FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH AN EXISTING 1,700 SQUARE FOOT CONVENIENCE STORE (NEVADA FOOD MARKET); AND A WAIVER OF THE 400 FOOT DISTANCE SEPARATION FROM A CHURCH, C-2 (General Commercial) Zone, Ward 3 (Reese), APN: 139-34-612-019.
108. **U-24-99 - KATHY L. LIGHTFOOT ON BEHALF OF JAMAL JEBERAEE** - Request for a Special Use Permit on property located at 1600 North Jones Boulevard FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE, C-1 (Limited Commercial) Zone, Ward 4 (Brown), APN: 138-24-401-002.
109. **U-31-99 - ALBERT MASSI ON BEHALF OF SECOND SPIN, INC.** - Request for a Special Use Permit on property located at 2300 North Rainbow Boulevard TO ALLOW A SECONDHAND DEALER OF USED COMPACT DISCS, U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 4 (Brown), APN: 138-23-110-041. (Note: This item to be heard in conjunction with Morning Session Item No. 78).
110. **U-33-99 - SAXTON, INC. ON BEHALF OF ASAM YOUSIF** - Appeal filed by Saxton, Inc. from the Denial by the Planning Commission for a Special Use Permit on property located at 3600 Vegas Drive FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE; AND FOR A WAIVER OF THE MINIMUM 400 FOOT SEPARATION REQUIREMENT FROM A CHILD CARE FACILITY, C-2 (General Commercial) Zone, Ward 4 (Brown), APN: 139-20-410-003.
111. **U-34-99 - MICHAEL AND NANCY CORRIGAN FAMILY TRUST ON BEHALF OF DISCOUNT TIRE COMPANY** - Request for a Special Use Permit and Site Development Plan Review on property located on the south side of Lake Mead Boulevard, approximately 800 feet west of Tenaya Way, FOR A PROPOSED 7,649 SQUARE FOOT MINOR AUTOMOTIVE REPAIR FACILITY (DISCOUNT TIRE), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Size: 0.74 Acres, Ward 2 (Adamsen), APN: 138-22-302-009.

112. **U-37-99 - CHARLESTON HEIGHTS SHOPPING CENTER ON BEHALF OF AUTO AID, LIMITED LIABILITY COMPANY** - Request for a Special Use Permit on property located at 4905 West Alta Drive FOR USED CAR SALES, C-2 (General Commercial) Zone, Ward 1 (McDonald), APN: 138-36-701-002.

REZONING - PUBLIC HEARING

113. **ABEYANCE ITEM - Z-6-99 - DONNA BEAM REVOCABLE TRUST ON BEHALF OF JOHN MEAD** - Request for a Rezoning on property located on the northeast corner of Buffalo Drive and Smoke Ranch Road, From: U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], To: C-1 (Limited Commercial), PROPOSED USE: A CONVENIENCE STORE WITH A FULL SERVICE CAR WASH, GASOLINE SALES AND MINOR AUTO REPAIR; AND AN OFFICE PARK, Size: 4.30 Acres, Ward 4 (Brown), APN's: 138-15-402-001 and 002.

SPECIAL USE PERMIT RELATED TO Z-6-99 - PUBLIC HEARING

114. **ABEYANCE ITEM - U-10-99 - DONNA BEAM REVOCABLE TRUST ON BEHALF OF JOHN MEAD** - Appeal filed by Kummer Kaempfer Bonner & Renshaw from the Denial by the Planning Commission for a Special Use Permit on property located on the northeast corner of Buffalo Drive and Smoke Ranch Road FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE/CAR WASH, U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], pending zone change to C-1 (Limited Commercial), Ward 4 (Brown), APN: 138-15-402-001.

SPECIAL USE PERMIT RELATED TO Z-6-99 - PUBLIC HEARING

115. **ABEYANCE ITEM - U-11-99 - DONNA BEAM REVOCABLE TRUST ON BEHALF OF JOHN MEAD** - Appeal filed by Kummer Kaempfer Bonner & Renshaw from the Denial by the Planning Commission for a Special Use Permit on property located on the northeast corner of Buffalo Drive and Smoke Ranch Road FOR A PROPOSED MINOR AUTO REPAIR FACILITY, FULL SERVICE CAR WASH AND GASOLINE SALES IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE, U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], pending zone change to C-1 (Limited Commercial), Ward 4 (Brown), APN's: 138-15-402-001 and 002.

REZONING - PUBLIC HEARING

116. **ABEYANCE ITEM - Z-15-99 - REAL ESTATE DEVELOPMENT, LIMITED LIABILITY COMPANY** - Request for a Rezoning on property located at 100 Crestline Drive From: R-1 (Single Family Residential) To: R-3 (Medium Density Residential), PROPOSED USE: 5,500 SQUARE FOOT CHILD CARE CENTER, Size: 0.29 Acre, Ward 1 (McDonald), APN: 138-35-517-001.

SPECIAL USE PERMIT RELATED TO Z-15-99 - PUBLIC HEARING

117. **ABEYANCE ITEM - U-25-99 - REAL DEVELOPMENT LIMITED LIABILITY COMPANY** - Request for a Special Use Permit on property located at 100 Crestline Drive FOR A PROPOSED 5,500 SQUARE FOOT CHILD CARE CENTER, R-1 (Single Family Residential) Zone, Proposed: R-3 (Medium Density Residential), Ward: 1 (McDonald), APN: 138-35-517-001.

REZONING - PUBLIC HEARING

118. **Z-17-99 - ROBERT COHEN ON BEHALF OF AMSTAR HOMES** - Request for a Rezoning on property located east of Durango Drive, approximately 660 feet south of Grand Teton Drive, From: U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation], To: R-PD4 (Residential Planned Development - 4 Units Per Acre), FOR A 187 LOT SINGLE FAMILY SUBDIVISION, Size: 41.86 Acres, Ward 4 (Brown), APN's: 125-16-102-001 and 002; 125-16-103-001 and 002.

119. **Z-19-99 - THUNDERBIRD HOTEL CORPORATION ON BEHALF OF MRA CORPORATION** - Request for a Rezoning on property located at 1238 Las Vegas Boulevard South and on the southeast corner of Las Vegas Boulevard South and Park Paseo, From: C-1 (Limited Commercial) and C-2 (General Commercial) Zones, To: C-2 (General Commercial) Zone, PROPOSED USE: A TOURIST ORIENTED DEVELOPMENT, Size: 7.96 Acres, Ward 1 (McDonald) and Ward 3 (Reese), APN's: 162-03-112-012 and 022 through 030 and 033.

TIME CERTAIN - 5:00 P.M. - REQUIRED 90 DAY REVIEW - PUBLIC HEARING

120. **Z-76-98(4) - OLYMPIC NEVADA, INC. AND CENTENNIAL & RANCHO PARTNERS, LIMITED LIABILITY COMPANY** - Required 90 Day Review for the frontage road landscaping/street section issue, on property located on the southwest corner of Centennial Parkway and U. S. 95, proposed T-C (Towncenter) Zone, Size: 158.80 Acres, Ward 4 (Brown), APN's: 125-28-101-002, 125-28-201-002, 125-28-602-001 through 004, 125-28-601-001, 125-28-701-002, 004 and 005. Note: The applicant has requested that the remaining issues of landscaping, parking, and signage be deferred to a later meeting after the finalization of the frontage road landscaping/street section issue.
121. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION AND BOARD OF ZONING ADJUSTMENT MEETINGS AND DANGEROUS BUILDINGS OR NUISANCE/LITTER ABATEMENTS.
122. SET DATE FOR A PUBLIC HEARING TO DISCUSS THE LIST OF DELINQUENT SEWER ACCOUNTS FOR SEWER SERVICE CHARGES RENDERED UNCOLLECTIBLE AND DUE TO BE PLACED ON THE CLARK COUNTY TREASURER'S TAX ROLL FOR THE JULY 1, 1999 TAX BILL

X. ADDENDUM**XI. CITIZENS PARTICIPATION**

Items raised under this portion of the City Council Agenda cannot be deliberated or acted upon until the notice provisions of the Open Meeting Law have been met. If you wish to speak on a matter not listed on the agenda, please step up to the podium and clearly state your name and address. In consideration of others, avoid repetition, and limit your comments to no more than three (3) minutes. To ensure all persons equal opportunity to speak, each subject matter will be limited to ten (10) minutes.

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

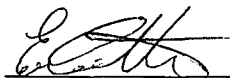
Downtown Transportation Center, City Clerk's Posting Board
Senior Citizen Center, 450 E. Bonanza Road
Clark County Government Center, 500 S. Grand Central Parkway
Court Clerk's Office Bulletin Board, City Hall Plaza
City Hall Plaza, Special Outside Posting Bulletin Board

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 4th day of **May 1999**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re **City Council Meeting** to be held on the 10th day of **May, 1999**, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

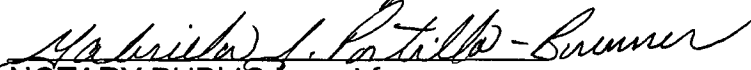


SIGNATURE

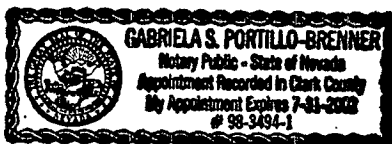
City Clerk

DEPARTMENT

Subscribed and sworn to before me
this 6th day of May, 1999.



NOTARY PUBLIC in and for
said County and State



AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
 COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, depose and say that on the **5th day of May 1999**, at the hour of **8:00 A.M.**, there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **City Council Meeting** to be held on the **10th day of May, 1999, at 10:00 A.M. in City Hall, Council Chambers, 400 E. Stewart Avenue, Las Vegas, Nevada;** to be posted on Public Bulletin Boards at the following locations:

1. *gc* On the City Clerk's Bulletin Board at the Downtown Transportation Center;
2. *gc* Senior Citizens Center, 450 E. Bonanza Road;
3. *gc* On the Special Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (near the entrance to the Court Clerk's Office);
4. *gc* On the Special Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (in the walkway area between Metro and Municipal Court).
5. *gc* Clark County Government Center, 500 S. Grand Central Parkway (sent by fax to the County Manager's Office for posting).

Eva Cotton

 SIGNATURE

City Clerk

 DEPARTMENT

Subscribed and sworn to before me
 this 6th day of May, 1999.

Gabriela S. Portillo-Brenner

 NOTARY PUBLIC in and for said County and State



MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

Page 1

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON CABLE CHANNEL 4. THE U.N.L.V. HANK GREENSPUN SCHOOL OF COMMUNICATION IS ALSO VIDEOTAPING THE PROCEEDINGS FOR REBROADCAST OF THE MEETING ON CABLE CHANNEL 4 THE MONDAY OF THE MEETING AT 8:00PM AND IS ALSO REBROADCAST ON SATURDAY AT NOON AND 7:00PM, AND THE FOLLOWING MONDAY AT 10:00AM

10:00 A.M. - CALL TO ORDERANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAWINVOCATION

FATHER BILL HAESAERT, CSV
ST. VIATOR CATHOLIC CHURCH

PLEDGE OF ALLEGIANCE

ANNOUNCEMENT MADE.

PRESENT: MAYOR JONES (excused from the morning session until 10:30 a.m.) AND COUNCILMEN McDONALD, ADAMSEN, REESE, and BROWN

Also Present: CITY MANAGER VIRGINIA VALENTINE, CITY ATTORNEY BRAD JERBIC, CHIEF CIVIL DEPUTY CITY ATTORNEY JOHN REDLEIN (A.M. Session), DEPUTY CITY ATTORNEY STEVE GEORGE (P.M. Session), AND CITY CLERK BARBARA JO RONEMUS

ANNOUNCEMENT MADE - Meeting noticed and posted at the following locations:

Downtown Transportation Center, City Clerk's Board
Senior Citizens Center, 450 E. Bonanza Road
Clark County Government Center, 500 S. Grand Central Pkwy
Court Clerk's Bulletin Board, City Hall
City Hall Plaza, Posting Board

(10:17 - 10:18)

1-1

Invocation given by FATHER BILL HAESAERT, CSV, St. Viator Catholic Church.

(10:18 - 10:19)

1-18

MAYOR PRO TEM McDONALD led the audience in the Pledge.

(10:19 - 10:20)

1-51

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

Page 2

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

I. CEREMONIAL

PROCLAMATION PRESENTATION TO THE
HISTORIC PRESERVATION COMMISSION
RECOGNIZING MAY 9 - 15 AS
"PRESERVATION WEEK"

MAYOR PRO TEM McDONALD presented the proclamation to RICHARD SEGERBLOM, Chairman of the Historic Preservation Committee. He thanked the Committee for their hard work to preserve the past history of the City of Las Vegas. MR. SEGERBLOM thanked the Council for the award and for the City's support.

(10:20 - 10:21)

1-78

RECOGNITION OF SAFETY AWARENESS
MONTH

MAYOR PRO TEM McDONALD invited FRANK VALLEY and MARC FURMAN of Nevada Carpenters Union to join him and help him recognize Safety Awareness Month. He stated that construction workers, contractors, and business owners all agree that safety in the workplace is of priority. Proclaiming the month of May as Safety Awareness Month will help focus attention on the importance of safety in the workplace. He commended the Nevada Carpenters Union for bringing this message to the public.

MR. FURMAN thanked the City Council on behalf of the Nevada Carpenters and the family of CHRIS GREEN who died tragically in December during the construction of the Venetian Hotel. It is important to understand that if the beautiful structures that are built are not safe it will cost lives as well as money. Three people died during the construction of the Venetian and already one at the Aladdin. The Carpenters Union is committed to informing the public about safety to save lives. He thanked the City Council for its assistance.

COUNCILMAN REESE urged MR. FURMAN to please let him know if there is anything else that the City Council can do to enhance safety awareness.

(10:21 - 10:23)

1-118

PROCLAMATION

WHEREAS; historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

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

WHEREAS; it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

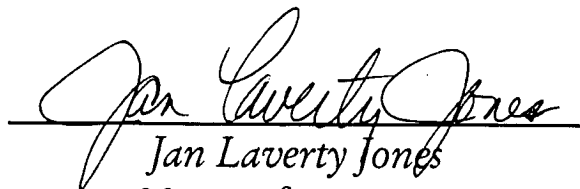
WHEREAS; "Protecting the Irreplaceable" is the theme for National Preservation Week 1999, cosponsored by the City of Las Vegas and the National Trust for Historic Preservation; now

THEREFORE; I, Jan Laverty Jones, Mayor of the City of Las Vegas, do hereby proclaim the week of May 9-15, 1999, as:

PRESERVATION WEEK

and call upon the people of Las Vegas to join their fellow citizens across the United States in recognizing and participating in this special observance.




Jan Laverty Jones
Mayor of Las Vegas

PROCLAMATION

"SAFETY AWARENESS MONTH"

WHEREAS;

the Las Vegas City Council is honored to join with the Nevada Carpenters Union to proclaim the **Month of May** as **Safety Awareness Month**; and

WHEREAS;

the Nevada Carpenters Union, construction workers, contractors and business owners would all agree that safety in the workplace and the safety of our workforce must be of paramount concern to all involved; and

WHEREAS;

Safety Awareness Month will help focus attention on the importance of safety awareness in the workplace and the significance of providing the best safety environment humanly possible for all construction workers in our community; and

WHEREAS;

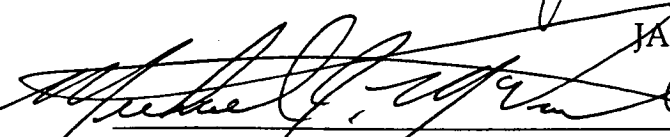
we commend the Nevada Carpenters Union for helping to bring the message of **Safety Awareness** to the general public and the entire construction community. We appreciate your efforts!

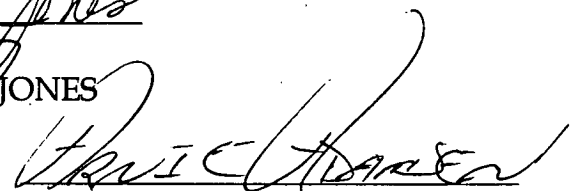
NOW, THEREFORE, WE, THE MAYOR AND CITY COUNCILMEN, for the City of Las Vegas do hereby take great pride in proclaiming Monday, May 11, 1999 as:

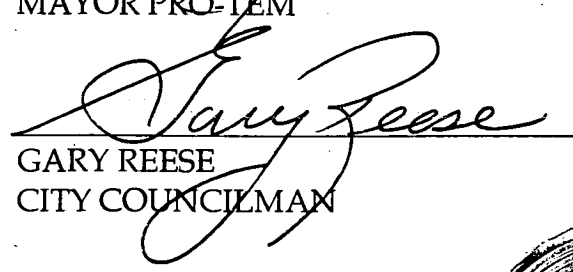
"SAFETY AWARENESS MONTH"

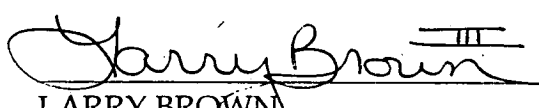
in the City of Las Vegas and urge all citizens to join with us on this special day in celebration of safety awareness in the workplace.


MAYOR
JAN LAVERTY JONES


MICHAEL J. MCDONALD
MAYOR PRO-TEM


ARNIE ADAMSEN
CITY COUNCILMAN


GARY REESE
CITY COUNCILMAN


LARRY BROWN
CITY COUNCILMAN



CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 3

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****I. CEREMONIAL**

RECOGNITION OF ROY MILLER AS "CITIZEN
OF THE MONTH" FOR MAY

MAYOR PRO TEM McDONALD stated that he had the honor of choosing the Citizen of the Month for May. MR. MILLER was a very caring individual who literally gave his life for his neighbors on March 17, 1999, when he suffered a heart attack while he was voicing his concerns about the expansion of US 95 and how it would impact his neighborhood at a US 95 Citizens Review Committee meeting.

MAYOR PRO TEM McDONALD expressed his sympathy, stating that MR. MILLER did not die in vain. MRS. MILLER thanked DAVID HOUSTON and ANTHONY PURCELL for rushing to the aid of her husband and doing everything possible to help him. MR. MILLER'S son, MARK, also expressed his sincere appreciation toward MR. HOUSTON and MR. PURCELL, as well as to the City Council for honoring his father, who was a very good citizen and proudly served his country.

MAYOR PRO TEM McDONALD presented MR. HOUSTON and MR. PURCELL with proclamations proclaiming May 10th as DAVID HOUSTON and ANTHONY PURCELL Day for getting involved and running to the aid of another human being in need.

(10:23 - 10:27)

1-179

COUNCILMAN REESE gave special recognition to MARY DAWN, who bowls in the Las Vegas City Employee's League, for bowling a perfect 300 game on April 19, 1999. She is the first female to accomplish this on the City League, and her fellow bowlers appreciate her competitiveness and desire to do her best.

(10:27 - 10:29)

1-318



City of Las Vegas
"Citizen of the Month"
May 1999

Roy G. Miller

Jan Laverdy Jones
Mayor Jan Laverdy Jones

Arnie Adamsen
Councilman Arnie Adamsen

Michael J. McDonald
Councilman Michael J. McDonald

Gary Reese
Councilman Gary Reese

Larry Brown
Councilman Larry Brown

SPECIAL RECOGNITION CERTIFICATE

PRESENTED TO

MARY DAWN

WHEREAS;

the Las Vegas City Council is honored to pay special tribute to **MARY DAWN** for her extraordinary performance as a female bowler; and

WHEREAS;

on April 19, 1999, Mary bowled a perfect 300 game in the Las Vegas City Employee's League. Mary is the first female to bowl a perfect game in the history of this league; and

WHEREAS;

the game of bowling is becoming one of our most exciting and fastest-growing sports here in the Las Vegas area. We welcome the unique atmosphere this popular sport brings to our community; and

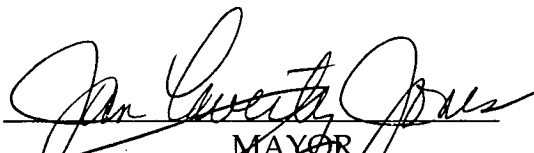
WHEREAS;

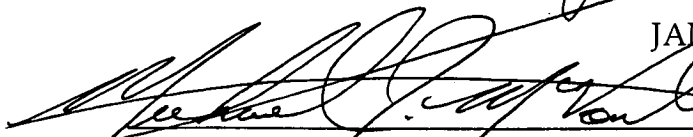
the City of Las Vegas is pleased to extend our sincere congratulations to **MARY DAWN** on her outstanding achievement!

NOW, THEREFORE, WE, THE MAYOR AND CITY COUNCILMEN, for the City of Las Vegas do hereby take great pride in recognizing and paying special tribute to:

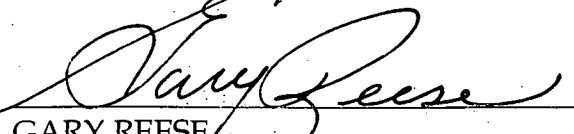
MARY DAWN

on this 10th Day of May, 1999, in the City of Las Vegas and urge all citizens to join with us on this special day.


MAYOR
JAN LAVERTY JONES


MICHAEL J. MCDONALD
MAYOR PRO TEM


ARNIE ADAMSEN
CITY COUNCILMAN


GARY REESE
CITY COUNCILMAN


LARRY BROWN
CITY COUNCILMAN



PROCLAMATION

WHEREAS; Mr. Anthony Purcell was attending a US 95 CRC meeting in the City of Las Vegas Council Chambers the evening of March 17, 1999; and

WHEREAS; Mr. Roy Miller, who was also attending the meeting, had a heart attack; and

WHEREAS; Anthony Purcell and another gentleman in the audience, reacted quickly by administering CPR on Mr. Miller, which kept him alive before the paramedics arrived; and

WHEREAS; because of Mr. Purcell's efforts, Mr. Miller's wife, Lou Ellen, knew that everything was done in trying to save her husband's life; now

THEREFORE; I, Jan Lavery Jones, Mayor of Las Vegas, do hereby proclaim the day of Monday, May 10, 1999, to be:

ANTHONY PURCELL DAY

in the City of Las Vegas and ask all citizens to join Mrs. Lou Ellen Miller and me in thanking Mr. Purcell for his heroic efforts in trying to save the life of another human being.




Jan Lavery Jones
Mayor of Las Vegas

PROCLAMATION

WHEREAS; Mr. David Houston was attending a US 95 CRC meeting in the City of Las Vegas Council Chambers the evening of March 17, 1999; and

WHEREAS; Mr. Roy Miller, who was also attending the meeting, had a heart attack; and

WHEREAS; David Houston and another gentleman in the audience, reacted quickly by administering CPR on Mr. Miller, which kept him alive before the paramedics arrived; and

WHEREAS; because of Mr. Houston's efforts, Mr. Miller's wife, Lou Ellen, knew that everything was done in trying to save her husband's life; now

THEREFORE; I, Jan Lavery Jones, Mayor of Las Vegas, do hereby proclaim the day of Monday, May 10, 1999, to be:

DAVID HOUSTON DAY

in the City of Las Vegas and ask all citizens to join Mrs. Lou Ellen Miller and me in thanking Mr. Houston for his heroic efforts in trying to save the life of another human being.




Jan Lavery Jones
Mayor of Las Vegas

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 4

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****II. BUSINESS ITEMS**

- | | | |
|---|--|--|
| 1 | Any items from the morning session that the Council, staff, and/or the applicant wishes to be stricken or held in abeyance to a future meeting, may be brought forward and acted upon at this time | REESE - Motion to bring forward and STRIKE item 46, Hold In ABEYANCE items 47 and 83 to 5/24/99, and TRAIL item 45 to Finance and Business Services Discussion - carried with McDONALD not voting and JONES excused

There was no discussion.
(10:29 - 10:30)
1-378 |
| 2 | Approval of the Final Minutes by reference of the Regular City Council Meeting of April 12, 1999 | REESE - APPROVED by Reference - UNANIMOUS with JONES excused

There was no discussion.
(10:30)
1-405 |
| 3 | Certification of Canvassed Election Returns for the May 4, 1999 Primary Municipal Election | McDONALD - Motion to Accept and Certify the Official Election results - UNANIMOUS

There was no discussion.
(10:30 - 10:31)
1-413 |

Memorandum

City of Las Vegas
Office of the City Clerk

To: MAYOR JAN LAVERTY JONES
COUNCILMAN MICHAEL MC DONALD
COUNCILMAN ARNIE ADAMSEN
COUNCILMAN GARY REESE
COUNCILMAN LARRY BROWN

From: BARBARA JO (RONI) RONEMUS, CITY CLERK 

CC: Virginia Valentine
Steve Houchens
John McNellis
Brad Jerbic

Date: May 7, 1999

Re: CERTIFICATION OF CANVASSED ELECTION RETURNS FOR THE MAY 4, 1999
PRIMARY MUNICIPAL ELECTION

The official summary of results for the City's May 4, 1999 Primary Election is attached.

The City of Las Vegas had an Active Voter Registration of 180,564 and Inactive Voter Registration of 16,282 with a total Voter Registration of 196,846 for our Primary Election. Of that number, 49,498 City voters (25.15% of total or 27.41% of Active Voter Registration) cast their ballot.

Attached, please find the Clark County Registrar's Results of Canvass indicating they were unable to reconcile the computer and roster counts in two precincts for one ballot each. As to the 6,073 mail and absent ballots that were reconciled under my hand, there was one unreconcilable voter processed by my office. The foregoing unreconcilable discrepancies would not alter the outcome of any race.

Finally, attached for your certification is the voter abstract which is titled "Statement of Vote" by the Clark County Election Department.

It is my recommendation that the City Council accept and certify the official election results as presented.

Attachments



Election Department

500 S Grand Central Pky 1st Fl • PO Box 551310 • Las Vegas NV 89155-1310
(702) 455-2780 • Voter Registration (702) 455-8683 • Fax (702) 455-2793

Harvard L. Lomax, Registrar of Voters
Bernard D. Matsko, Assistant Registrar of Voters

May 7, 1999

RESULTS OF CANVASS OF
THE MUNICIPAL PRIMARY ELECTION
OF THE CITY OF LAS VEGAS
MAY 4, 1999

The results of the May 4, 1999 Primary Election were canvassed comparing the computer printout of ballots counted and the results thereof with the official ballot statements for the 257 election precincts used in the election.

Of the 49,498 ballots cast in the 257 precincts, we were unable to reconcile the computer and roster counts in two precincts for one ballot each. There were no tabulation errors in the 257 precincts; and the foregoing unreconcilable discrepancies would not alter the outcome of any race.

Therefore, as the duly appointed Registrar of Voters of Clark County, Nevada, I do hereby approve the canvassed results of this municipal primary election for certification.

HARVARD L. LOMAX
Registrar of Voters

BOARD OF COUNTY COMMISSIONERS

BRUCE L. WOODBURY, Chairman • ERIN KENNY, Vice-Chair
YVONNE ATKINSON GATES • DARIO HERRERA • MARY J. KINCAID • LANCE M. MALONE • MYRNA WILLIAMS
DALE W. ASKEW, County Manager

MUNICIPAL PRIMARY 1999

May 4, 1999

Subdivision Report

Clark County

Election Day - Final

Las Vegas - At Large

Registration and Turnout

Active Registration	180,564	
Inactive Registration	16,282	
Total Registration	196,846	
Election Day Turnout	30,987	15.74%
In-Office/Early Vote Turnout	12,438	6.32%
Mail Turnout	6,073	3.09%
Total Turnout	49,498	25.15%

Mayor of Las Vegas

ADAMSEN, ARNIE	14,395	29.33%
FINE, MARK L.	7,968	16.23%
GOODMAN, OSCAR B.	24,267	49.44%
LA SPINA, FRANK	942	1.92%
MCGOWAN, TOM	291	0.59%
MILKO, HILARY MICHAEL	188	0.38%
OLAGUE, CRUZ	574	1.17%
OPOLKA, DOUGLAS	104	0.21%
SNOWDEN, ANTHONY D.	358	0.73%
Total...	49,087	100.00%

City Councilman, Ward 1, Las Vegas

CHRISTOFF, CHRIS P.	282	2.45%
GRAY, LINDA	1,199	10.43%
HOLDER, PAUL	178	1.55%
MCDONALD, MICHAEL J.	7,235	62.95%
MILLER, STEVE	2,600	22.62%
Total...	11,494	100.00%

City Councilman, Ward 3, Las Vegas

BROADUS, CHARLES E. 'DOC'	410	5.63%
FLEMING, LIONEL	250	3.43%
MUNFORD, HARVEY J.	982	13.48%
POLIAK, CARLO(S)	134	1.84%
REESE, GARY	3,317	45.53%
SMITH, BRADLEY LORING	149	2.05%
STUPAK, NEVADA R.	2,043	28.04%
Total...	7,285	100.00%

Municipal Judge, Dept. 4, Las Vegas

BARRON, RON	2,437	5.50%
BROWN, BERT	10,893	24.60%
DEL VECCHIO, NICHOLAS ANTHONY	9,926	22.42%
HENDRICKS, CRAIG L.	9,419	21.27%
LIKER, TONY	1,521	3.44%
WALSH, JESSIE	10,081	22.77%
Total...	44,277	100.00%

ACCEPTED AND CERTIFIED by the City Council this 10th day of May, 1999.

ATTEST:

Barbara Jo Ronemus,
City Clerk

MAYOR JAN LAVERTY JONES

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
2025 - LAS	894	285	31.88%	68	57	150	7	1	0	2	0	0
Election Day		231	25.84%	54	48	122	5	0	0	2	0	0
In-Office/Early Vote		44	4.92%	11	7	23	2	1	0	0	0	0
Mail		10	1.12%									
				***** Insufficient Turnout to Protect Voter Privacy *****								
2026 - LAS	1,901	481	25.30%	128	77	244	12	2	2	11	1	3
Election Day		320	16.83%	84	56	157	8	1	1	10	1	2
In-Office/Early Vote		134	7.05%	36	18	74	3	0	1	1	0	1
Mail		27	1.42%	8	3	13	1	1	0	0	0	0
2029 - LAS	1,470	221	15.03%	53	37	123	4	0	1	1	0	2
Election Day		127	8.64%	24	21	76	2	0	1	1	0	2
In-Office/Early Vote		72	4.90%	21	10	39	2	0	0	0	0	0
Mail		22	1.50%	8	6	8	0	0	0	0	0	0
2030 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
2031 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
2032 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
2033 - LAS	50	16	32.00%	0	3	11	0	1	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		16	32.00%	0	3	11	0	1	0	0	0	0
2034 - LAS	2,346	591	25.19%	162	114	278	11	3	4	11	4	3
Election Day		369	15.73%	80	74	188	8	1	3	9	3	2
In-Office/Early Vote		187	7.97%	64	35	81	3	1	0	1	1	1
Mail		35	1.49%	18	5	9	0	1	1	1	0	0
2035 - LAS	1,251	447	35.73%	97	57	279	7	0	2	0	1	0
Election Day		254	20.30%	47	34	167	4	0	1	0	1	0
In-Office/Early Vote		129	10.31%	29	13	84	3	0	0	0	0	0
Mail		64	5.12%	21	10	28	0	0	1	0	0	0
2036 - LAS	1,862	662	35.55%	184	89	363	10	6	0	2	0	2
Election Day		296	15.90%	60	46	178	7	3	0	0	0	1
In-Office/Early Vote		274	14.72%	87	30	153	1	1	0	1	0	1
Mail		92	4.94%	37	13	32	2	2	0	1	0	0
2037 - LAS	1,952	522	26.74%	158	85	252	6	6	6	4	0	1
Election Day		315	16.14%	90	55	151	4	6	3	4	0	0
In-Office/Early Vote		166	8.50%	51	25	85	2	0	2	0	0	1
Mail		41	2.10%	17	5	16	0	0	1	0	0	0
2038 - LAS	423	109	25.77%	30	17	57	1	0	0	1	0	1
Election Day		58	13.71%	19	9	27	1	0	0	1	0	0
In-Office/Early Vote		40	9.46%	9	7	22	0	0	0	0	0	1
Mail		11	2.60%	2	1	8	0	0	0	0	0	0
2039 - LAS	627	151	24.08%	34	20	79	5	4	0	6	0	1
Election Day		112	17.86%	25	15	57	5	2	0	6	0	1
In-Office/Early Vote		32	5.10%	6	4	20	0	2	0	0	0	0

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
Mail		7	1.12%		*****	Insufficient Turnout to Protect Voter Privacy						*****
2040 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
2041 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
2042 - LAS	606	103	17.00%	34	13	51	1	0	1	3	0	0
Election Day		67	11.06%	19	7	39	1	0	0	1	0	0
In-Office/Early Vote		32	5.28%	13	5	12	0	0	1	1	0	0
Mail		4	0.66%		*****	Insufficient Turnout to Protect Voter Privacy						*****
2043 - LAS	680	217	31.91%	54	21	119	9	2	1	9	2	0
Election Day		134	19.71%	31	16	74	5	2	0	6	0	0
In-Office/Early Vote		70	10.29%	20	5	37	4	0	1	1	2	0
Mail		13	1.91%	3	0	8	0	0	0	2	0	0
2044 - LAS	1,071	333	31.09%	79	44	186	14	1	1	6	0	2
Election Day		258	24.09%	60	41	135	13	1	1	5	0	2
In-Office/Early Vote		65	6.07%	14	2	48	0	0	0	1	0	0
Mail		10	0.93%		*****	Insufficient Turnout to Protect Voter Privacy						*****
2045 - LAS	411	133	32.36%	39	24	63	3	1	0	1	0	2
Election Day		92	22.38%	22	19	45	3	1	0	1	0	1
In-Office/Early Vote		34	8.27%	11	5	18	0	0	0	0	0	0
Mail		7	1.70%		*****	Insufficient Turnout to Protect Voter Privacy						*****
2046 - LAS	425	123	28.94%	30	25	64	1	0	1	2	0	0
Election Day		101	23.76%	29	21	49	1	0	1	0	0	0
In-Office/Early Vote		20	4.71%	1	3	14	0	0	0	2	0	0
Mail		2	0.47%		*****	Insufficient Turnout to Protect Voter Privacy						*****
2047 - LAS	657	143	21.77%	31	28	78	1	0	0	0	1	4
Election Day		103	15.68%	26	18	54	1	0	0	0	0	4
In-Office/Early Vote		33	5.02%	3	8	21	0	0	0	0	1	0
Mail		7	1.07%		*****	Insufficient Turnout to Protect Voter Privacy						*****
2048 - LAS	593	140	23.61%	38	22	68	1	3	0	5	0	2
Election Day		97	16.36%	26	16	49	1	2	0	3	0	0
In-Office/Early Vote		30	5.06%	5	4	16	0	0	0	2	0	2
Mail		13	2.19%	7	2	3	0	1	0	0	0	0
2049 - LAS	555	180	32.43%	41	30	92	2	0	2	11	0	1
Election Day		128	23.06%	29	21	67	2	0	1	7	0	1
In-Office/Early Vote		38	6.85%	5	8	21	0	0	0	4	0	0
Mail		14	2.52%	7	1	4	0	0	1	0	0	0
2050 - LAS	6	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
2051 - LAS	11	4	36.36%		*****	Insufficient Turnout to Protect Voter Privacy						*****
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		4	36.36%		*****	Insufficient Turnout to Protect Voter Privacy						*****

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
2052 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
2053 - LAS	765	117	15.29%	27	20	59	4	0	0	6	0	0
Election Day		70	9.15%	13	9	39	3	0	0	6	0	0
In-Office/Early Vote		42	5.49%	12	9	19	1	0	0	0	0	0
Mail		5	0.65%		*****	Insufficient Turnout to Protect Voter Privacy						*****
2054 - LAS	439	51	11.62%	16	7	20	2	1	1	2	0	2
Election Day		39	8.88%	11	6	17	2	0	0	2	0	1
In-Office/Early Vote		9	2.05%		*****	Insufficient Turnout to Protect Voter Privacy						*****
Mail		3	0.68%		*****	Insufficient Turnout to Protect Voter Privacy						*****
2055 - LAS	83	14	16.87%	1	3	7	0	0	1	1	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		14	16.87%	1	3	7	0	0	1	1	0	0
2056 - LAS	91	38	41.76%	9	12	15	0	1	0	0	1	0
Election Day		31	34.07%	6	11	12	0	1	0	0	1	0
In-Office/Early Vote		2	2.20%		*****	Insufficient Turnout to Protect Voter Privacy						*****
Mail		5	5.49%		*****	Insufficient Turnout to Protect Voter Privacy						*****
2057 - LAS	117	8	6.84%		*****	Insufficient Turnout to Protect Voter Privacy						*****
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		8	6.84%		*****	Insufficient Turnout to Protect Voter Privacy						*****
2058 - LAS	434	94	21.66%	38	10	37	3	2	1	1	0	1
Election Day		52	11.98%	17	6	23	3	0	1	1	0	1
In-Office/Early Vote		31	7.14%	14	2	12	0	2	0	0	0	0
Mail		11	2.53%	7	2	2	0	0	0	0	0	0
2059 - LAS	281	41	14.59%	14	1	18	0	0	1	2	0	3
In-Office/Early Vote		2	0.71%		*****	Insufficient Turnout to Protect Voter Privacy						*****
Mail		39	13.88%	13	1	18	0	0	1	2	0	3
2060 - LAS	153	37	24.18%	12	0	22	1	0	0	0	1	0
In-Office/Early Vote		1	0.65%		*****	Insufficient Turnout to Protect Voter Privacy						*****
Mail		36	23.53%	12	0	21	1	0	0	0	1	0
2061 - LAS	425	113	26.59%	32	16	56	0	4	1	2	0	0
Election Day		81	19.06%	23	14	38	0	3	1	1	0	0
In-Office/Early Vote		24	5.65%	8	2	13	0	1	0	0	0	0
Mail		8	1.88%		*****	Insufficient Turnout to Protect Voter Privacy						*****
2062 - LAS	880	183	20.80%	45	19	108	2	1	2	4	0	1
Election Day		124	14.09%	29	12	77	1	1	1	3	0	0
In-Office/Early Vote		47	5.34%	13	6	26	0	0	1	0	0	1
Mail		12	1.36%	3	1	5	1	0	0	1	0	0
2063 - LAS	844	68	8.06%	16	10	37	1	1	1	2	0	0
Election Day		44	5.21%	10	8	23	1	0	1	1	0	0
In-Office/Early Vote		17	2.01%	6	0	10	0	0	0	1	0	0
Mail		7	0.83%		*****	Insufficient Turnout to Protect Voter Privacy						*****
2064 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999
5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
2065 - LAS	992	226	22.78%	65	32	111	8	0	2	5	0	1
Election Day		173	17.44%	44	27	86	8	0	2	4	0	1
In-Office/Early Vote		32	3.23%	13	5	14	0	0	0	0	0	0
Mail		21	2.12%	8	0	11	0	0	0	1	0	0
2066 - LAS	896	118	13.17%	41	12	49	2	3	2	5	1	2
Election Day		74	8.26%	25	8	31	2	2	1	4	0	1
In-Office/Early Vote		33	3.68%	13	4	12	0	1	1	1	1	0
Mail		11	1.23%	3	0	6	0	0	0	0	0	1
2067 - LAS	569	88	15.47%	19	16	40	2	3	2	2	0	4
Election Day		66	11.60%	10	12	34	1	3	2	1	0	3
In-Office/Early Vote		17	2.99%	7	1	6	1	0	0	1	0	1
Mail		5	0.88%		*****	Insufficient Turnout to Protect Voter Privacy						*****
2068 - LAS	901	144	15.98%	55	19	63	3	2	0	0	0	1
Election Day		78	8.66%	28	14	33	1	1	0	0	0	1
In-Office/Early Vote		38	4.22%	14	5	17	1	1	0	0	0	0
Mail		28	3.11%	13	0	13	1	0	0	0	0	0
2069 - LAS	1,018	186	18.27%	53	26	91	7	5	2	1	0	0
Election Day		150	14.73%	39	19	80	4	4	2	1	0	0
In-Office/Early Vote		22	2.16%	9	6	7	0	0	0	0	0	0
Mail		14	1.38%	5	1	4	3	1	0	0	0	0
2070 - LAS	953	243	25.50%	71	32	127	3	3	2	2	1	0
Election Day		179	18.78%	39	23	107	2	2	2	2	1	0
In-Office/Early Vote		40	4.20%	19	6	15	0	0	0	0	0	0
Mail		24	2.52%	13	3	5	1	1	0	0	0	0
2071 - LAS	1,624	273	16.81%	70	35	143	7	4	2	6	2	2
Election Day		197	12.13%	47	23	106	7	4	1	6	1	2
In-Office/Early Vote		56	3.45%	15	8	32	0	0	0	0	1	0
Mail		20	1.23%	8	4	5	0	0	1	0	0	0
2072 - LAS	597	94	15.75%	18	17	46	3	2	1	5	0	1
Election Day		72	12.06%	12	12	37	2	2	1	5	0	0
In-Office/Early Vote		15	2.51%	3	3	8	1	0	0	0	0	0
Mail		7	1.17%		*****	Insufficient Turnout to Protect Voter Privacy						*****
2073 - LAS	859	148	17.23%	41	20	78	4	0	0	2	0	1
Election Day		109	12.69%	30	16	57	3	0	0	1	0	1
In-Office/Early Vote		26	3.03%	7	2	15	1	0	0	0	0	0
Mail		13	1.51%	4	2	6	0	0	0	1	0	0
2074 - LAS	1,493	196	13.13%	46	28	104	6	4	2	3	1	1
Election Day		147	9.85%	36	19	79	6	3	2	1	0	1
In-Office/Early Vote		42	2.81%	9	9	20	0	1	0	2	1	0
Mail		7	0.47%		*****	Insufficient Turnout to Protect Voter Privacy						*****
3001 - LAS	1,102	272	24.68%	67	64	133	4	1	0	2	0	1
Election Day		169	15.34%	36	45	84	3	0	0	0	0	1
In-Office/Early Vote		89	8.08%	29	14	42	1	1	0	2	0	0
Mail		14	1.27%	2	5	7	0	0	0	0	0	0
3002 - LAS	2,294	621	27.07%	152	138	303	15	4	3	1	0	3
Election Day		295	12.86%	57	67	160	7	1	1	1	0	1
In-Office/Early Vote		262	11.42%	71	61	121	6	1	2	0	0	0
Mail		64	2.79%	24	10	22	2	2	0	0	0	2

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999
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Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
3003 - LAS	306	124	40.52%	26	23	69	2	2	1	1	0	0
Election Day		92	30.07%	20	16	50	2	2	1	1	0	0
In-Office/Early Vote		27	8.82%	4	7	16	0	0	0	0	0	0
Mail		5	1.63%		****	Insufficient Turnout to Protect Voter Privacy						****
3004 - LAS	10	3	30.00%		****	Insufficient Turnout to Protect Voter Privacy						****
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		3	30.00%		****	Insufficient Turnout to Protect Voter Privacy						****
3005 - LAS	1,758	1,002	57.00%	339	172	465	9	2	1	1	2	4
Election Day		579	32.94%	171	112	288	5	0	0	1	0	2
In-Office/Early Vote		258	14.68%	92	38	119	3	0	1	0	2	2
Mail		165	9.39%	76	22	58	1	2	0	0	0	0
3006 - LAS	587	334	56.90%	107	43	168	6	2	1	3	0	2
Election Day		177	30.15%	38	27	103	4	1	1	2	0	0
In-Office/Early Vote		68	11.58%	25	2	40	1	0	0	0	0	0
Mail		89	15.16%	44	14	25	1	1	0	1	0	2
3007 - LAS	568	385	67.78%	141	70	142	8	3	0	3	0	4
In-Office/Early Vote		7	1.23%		****	Insufficient Turnout to Protect Voter Privacy						****
Mail		378	66.55%	141	69	136	8	3	0	3	0	4
3008 - LAS	1,695	858	50.62%	272	177	374	12	3	2	0	6	6
Election Day		499	29.44%	133	112	235	7	1	1	0	4	3
In-Office/Early Vote		220	12.98%	70	41	102	3	1	1	0	2	0
Mail		139	8.20%	69	24	37	2	1	0	0	0	3
3009 - LAS	1,046	344	32.89%	107	66	153	8	3	0	3	1	1
Election Day		248	23.71%	73	47	115	6	2	0	2	1	1
In-Office/Early Vote		78	7.46%	30	13	31	1	1	0	1	0	0
Mail		18	1.72%	4	6	7	1	0	0	0	0	0
3010 - LAS	1,052	300	28.52%	98	63	127	4	0	0	4	1	2
Election Day		201	19.11%	65	44	82	3	0	0	4	1	2
In-Office/Early Vote		82	7.79%	29	15	38	0	0	0	0	0	0
Mail		17	1.62%	4	4	7	1	0	0	0	0	0
3011 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
3012 - LAS	1,983	456	23.00%	132	106	203	4	2	0	3	1	4
Election Day		278	14.02%	79	70	119	3	1	0	2	1	2
In-Office/Early Vote		148	7.46%	46	31	67	1	0	0	1	0	2
Mail		30	1.51%	7	5	17	0	1	0	0	0	0
3013 - LAS	1,766	382	21.63%	120	97	149	6	3	0	2	0	2
Election Day		216	12.23%	63	60	85	3	0	0	2	0	1
In-Office/Early Vote		135	7.64%	44	31	53	3	3	0	0	0	1
Mail		31	1.76%	13	6	11	0	0	0	0	0	0
3014 - LAS	1,680	379	22.56%	115	79	162	5	4	2	7	0	2
Election Day		252	15.00%	71	60	107	2	2	1	7	0	0
In-Office/Early Vote		100	5.95%	35	13	45	3	2	1	0	0	1
Mail		27	1.61%	9	6	10	0	0	0	0	0	1
3015 - LAS	1,365	284	20.81%	80	65	124	6	1	0	3	2	2
Election Day		206	15.09%	52	52	96	5	0	0	0	0	1
In-Office/Early Vote		61	4.47%	23	13	24	1	0	0	0	0	0

Statement of Vote
Clark County
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Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
Mail		17	1.25%	5	0	4	0	1	0	3	2	1
3016 - LAS	828	197	23.79%	56	36	94	5	0	0	3	0	1
Election Day		137	16.55%	37	30	65	2	0	0	3	0	0
In-Office/Early Vote		39	4.71%	14	4	19	2	0	0	0	0	0
Mail		21	2.54%	5	2	10	1	0	0	0	0	1
3017 - LAS	863	172	19.93%	51	26	82	5	2	2	3	0	0
Election Day		111	12.86%	40	19	45	3	0	1	3	0	0
In-Office/Early Vote		52	6.03%	7	7	33	2	2	1	0	0	0
Mail		9	1.04%	***** Insufficient Turnout to Protect Voter Privacy *****								
3018 - LAS	757	113	14.93%	33	29	47	3	1	0	0	0	0
Election Day		76	10.04%	22	15	35	3	1	0	0	0	0
In-Office/Early Vote		26	3.43%	8	7	11	0	0	0	0	0	0
Mail		11	1.45%	3	7	1	0	0	0	0	0	0
3019 - LAS	350	64	18.29%	18	6	36	2	0	0	2	0	0
Election Day		35	10.00%	13	3	16	1	0	0	2	0	0
In-Office/Early Vote		27	7.71%	5	3	18	1	0	0	0	0	0
Mail		2	0.57%	***** Insufficient Turnout to Protect Voter Privacy *****								
3021 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
3022 - LAS	117	59	50.43%	16	14	24	0	0	0	3	0	0
In-Office/Early Vote		2	1.71%	***** Insufficient Turnout to Protect Voter Privacy *****								
Mail		57	48.72%	16	14	22	0	0	0	3	0	0
3023 - LAS	537	142	26.44%	32	15	84	4	0	1	4	0	2
Election Day		102	18.99%	21	13	59	3	0	0	4	0	2
In-Office/Early Vote		33	6.15%	10	2	20	0	0	1	0	0	0
Mail		7	1.30%	***** Insufficient Turnout to Protect Voter Privacy *****								
3024 - LAS	408	75	18.38%	16	11	38	4	2	0	4	0	0
Election Day		59	14.46%	12	8	30	4	2	0	3	0	0
In-Office/Early Vote		15	3.68%	4	3	7	0	0	0	1	0	0
Mail		1	0.25%	***** Insufficient Turnout to Protect Voter Privacy *****								
3025 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
3026 - LAS	1,152	311	27.00%	81	51	167	3	3	0	2	0	3
Election Day		206	17.88%	45	31	122	2	3	0	1	0	2
In-Office/Early Vote		75	6.51%	28	13	32	1	0	0	0	0	1
Mail		30	2.60%	8	7	13	0	0	0	1	0	0
3027 - LAS	1,161	197	16.97%	39	34	108	4	2	1	5	0	2
Election Day		137	11.80%	28	23	74	3	2	1	5	0	1
In-Office/Early Vote		39	3.36%	9	5	24	1	0	0	0	0	0
Mail		21	1.81%	2	6	10	0	0	0	0	0	1
3028 - LAS	871	71	8.15%	18	13	36	1	0	0	2	0	0
Election Day		47	5.40%	14	8	22	0	0	0	2	0	0
In-Office/Early Vote		19	2.18%	4	4	11	0	0	0	0	0	0
Mail		5	0.57%	***** Insufficient Turnout to Protect Voter Privacy *****								

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999
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Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
3029 - LAS	1,094	51	4.66%	9	13	24	0	1	0	3	0	1
Election Day		33	3.02%	6	8	15	0	1	0	3	0	0
In-Office/Early Vote		15	1.37%	3	4	7	0	0	0	0	0	1
Mail		3	0.27%		*****	Insufficient Turnout to Protect Voter Privacy						*****
3030 - LAS	762	69	9.06%	13	15	38	0	1	0	1	0	1
Election Day		45	5.91%	7	12	24	0	0	0	1	0	1
In-Office/Early Vote		17	2.23%	4	2	11	0	0	0	0	0	0
Mail		7	0.92%		*****	Insufficient Turnout to Protect Voter Privacy						*****
3031 - LAS	1,531	273	17.83%	79	52	130	4	1	1	2	0	0
Election Day		186	12.15%	54	35	93	1	1	1	1	0	0
In-Office/Early Vote		57	3.72%	19	12	23	2	0	0	1	0	0
Mail		30	1.96%	6	5	14	1	0	0	0	0	0
3032 - LAS	1,234	362	29.34%	83	62	203	8	1	0	0	2	3
Election Day		252	20.42%	62	43	139	7	1	0	0	0	0
In-Office/Early Vote		80	6.48%	13	12	52	1	0	0	0	0	2
Mail		30	2.43%	8	7	12	0	0	0	0	2	1
3033 - LAS	1,520	421	27.70%	108	97	197	14	0	0	0	1	3
Election Day		293	19.28%	68	66	146	12	0	0	0	1	0
In-Office/Early Vote		88	5.79%	26	25	36	1	0	0	0	0	0
Mail		40	2.63%	14	6	15	1	0	0	0	0	3
3034 - LAS	990	601	60.71%	259	64	260	11	3	1	0	0	1
Election Day		364	36.77%	148	40	171	2	1	1	0	0	1
In-Office/Early Vote		140	14.14%	67	15	54	4	0	0	0	0	0
Mail		97	9.80%	44	9	35	5	2	0	0	0	0
3035 - LAS	712	445	62.50%	188	71	169	7	1	1	0	2	3
Election Day		260	36.52%	105	43	101	6	1	1	0	2	1
In-Office/Early Vote		120	16.85%	49	19	52	0	0	0	0	0	0
Mail		65	9.13%	34	9	16	1	0	0	0	0	2
3036 - LAS	853	499	58.50%	207	63	202	9	2	3	3	0	3
Election Day		279	32.71%	116	30	124	2	1	2	2	0	2
In-Office/Early Vote		105	12.31%	38	21	44	1	0	0	1	0	0
Mail		115	13.48%	53	12	34	6	1	1	0	0	1
3037 - LAS	688	405	58.87%	173	48	175	2	0	1	0	0	3
Election Day		239	34.74%	92	30	114	2	0	0	0	0	1
In-Office/Early Vote		90	13.08%	42	10	37	0	0	1	0	0	0
Mail		76	11.05%	39	8	24	0	0	0	0	0	2
3038 - LAS	893	506	56.66%	178	92	219	6	1	0	4	0	3
Election Day		287	32.14%	98	58	119	4	0	0	4	0	2
In-Office/Early Vote		117	13.10%	39	20	56	2	0	0	0	0	0
Mail		102	11.42%	41	14	44	0	1	0	0	0	1
3039 - LAS	1,124	643	57.21%	194	104	316	6	2	2	6	4	6
Election Day		373	33.19%	106	68	183	3	1	1	4	3	4
In-Office/Early Vote		173	15.39%	43	19	104	2	0	1	2	0	2
Mail		97	8.63%	45	17	29	1	1	0	0	1	0
3040 - LAS	1,081	651	60.22%	253	88	293	5	2	0	3	2	4
Election Day		322	29.79%	100	48	167	2	0	0	3	2	0
In-Office/Early Vote		176	16.28%	74	19	77	3	1	0	0	0	2
Mail		153	14.15%	79	21	49	0	1	0	0	0	2

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

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Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
3041 - LAS	2,997	697	23.26%	212	192	274	7	1	0	4	1	3
Election Day		363	12.11%	92	114	148	3	1	0	2	1	2
In-Office/Early Vote		277	9.24%	101	63	108	4	0	0	1	0	0
Mail		57	1.90%	19	15	18	0	0	0	1	0	1
3042 - LAS	1,832	532	29.04%	155	178	178	5	2	1	1	3	4
Election Day		357	19.49%	97	132	118	3	1	0	0	0	3
In-Office/Early Vote		133	7.26%	42	40	45	0	0	1	1	3	1
Mail		42	2.29%	16	6	15	2	1	0	0	0	0
3043 - LAS	1,261	458	36.32%	85	176	186	3	0	2	1	4	1
Election Day		262	20.78%	34	119	105	2	0	1	0	1	0
In-Office/Early Vote		170	13.48%	42	49	74	1	0	1	1	2	0
Mail		26	2.06%	9	8	7	0	0	0	0	1	1
3044 - LAS	1,937	465	24.01%	125	106	224	4	1	3	2	0	0
Election Day		267	13.78%	55	67	137	4	0	2	2	0	0
In-Office/Early Vote		167	8.62%	56	35	75	0	0	1	0	0	0
Mail		31	1.60%	14	4	12	0	1	0	0	0	0
3045 - LAS	1,502	387	25.77%	112	89	171	7	1	0	2	0	1
Election Day		241	16.05%	64	57	113	4	1	0	1	0	0
In-Office/Early Vote		121	8.06%	39	28	50	2	0	0	1	0	1
Mail		25	1.66%	9	4	8	1	0	0	0	0	0
3046 - LAS	2,060	432	20.97%	134	82	197	6	3	0	3	0	4
Election Day		301	14.61%	96	61	132	5	3	0	0	0	4
In-Office/Early Vote		102	4.95%	28	15	56	0	0	0	3	0	0
Mail		29	1.41%	10	6	9	1	0	0	0	0	0
3047 - LAS	883	76	8.61%	8	9	52	2	1	0	2	1	0
Election Day		62	7.02%	5	6	44	2	1	0	2	1	0
In-Office/Early Vote		13	1.47%	3	3	7	0	0	0	0	0	0
Mail		1	0.11%									
***** Insufficient Turnout to Protect Voter Privacy *****												
3048 - LAS	1,644	295	17.94%	86	65	130	2	3	2	4	1	1
Election Day		191	11.62%	55	47	79	1	2	1	4	1	1
In-Office/Early Vote		85	5.17%	23	16	43	1	1	1	0	0	0
Mail		19	1.16%	8	2	8	0	0	0	0	0	0
3049 - LAS	1,673	288	17.21%	64	41	157	6	4	3	6	0	3
Election Day		187	11.18%	43	20	106	5	2	2	6	0	2
In-Office/Early Vote		73	4.36%	14	18	37	1	2	0	0	0	1
Mail		28	1.67%	7	3	14	0	0	1	0	0	0
3050 - LAS	1,242	196	15.78%	50	28	110	3	0	0	5	0	0
Election Day		125	10.06%	30	13	76	2	0	0	4	0	0
In-Office/Early Vote		44	3.54%	13	10	19	1	0	0	1	0	0
Mail		27	2.17%	7	5	15	0	0	0	0	0	0
3051 - LAS	827	160	19.35%	33	24	91	5	1	0	3	1	1
Election Day		108	13.06%	18	16	65	4	0	0	3	1	0
In-Office/Early Vote		40	4.84%	10	4	23	1	1	0	0	0	1
Mail		12	1.45%	5	4	3	0	0	0	0	0	0
3052 - LAS	938	153	16.31%	37	31	80	1	1	1	1	0	0
Election Day		106	11.30%	28	24	52	0	1	0	1	0	0
In-Office/Early Vote		26	2.77%	5	4	15	1	0	1	0	0	0
Mail		21	2.24%	4	3	13	0	0	0	0	0	0

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
3053 - LAS	592	137	23.14%	28	21	80	3	0	1	1	0	2
Election Day		91	15.37%	16	9	63	0	0	1	1	0	1
In-Office/Early Vote		33	5.57%	7	10	13	3	0	0	0	0	0
Mail		13	2.20%	5	2	4	0	0	0	0	0	1
3054 - LAS	17	7	41.18%		*****	Insufficient Turnout to Protect Voter Privacy						*****
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		7	41.18%		*****	Insufficient Turnout to Protect Voter Privacy						*****
3055 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
3056 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
3057 - LAS	0	1	0.00%		*****	Insufficient Turnout to Protect Voter Privacy						*****
In-Office/Early Vote		1	0.00%		*****	Insufficient Turnout to Protect Voter Privacy						*****
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
3058 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
3059 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
3060 - LAS	811	120	14.80%	27	22	63	4	1	0	1	0	1
Election Day		87	10.73%	17	19	47	3	0	0	0	0	1
In-Office/Early Vote		27	3.33%	7	2	16	1	0	0	1	0	0
Mail		6	0.74%		*****	Insufficient Turnout to Protect Voter Privacy						*****
3061 - LAS	126	52	41.27%	20	11	13	1	3	1	0	0	1
In-Office/Early Vote		1	0.79%		*****	Insufficient Turnout to Protect Voter Privacy						*****
Mail		51	40.48%	20	11	12	1	3	1	0	0	1
3062 - LAS	3	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
3063 - LAS	176	65	36.93%	12	17	26	0	1	2	2	0	2
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		65	36.93%	12	17	26	0	1	2	2	0	2
3064 - LAS	1	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
3065 - LAS	2	2	100.00%		*****	Insufficient Turnout to Protect Voter Privacy						*****
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		2	100.00%		*****	Insufficient Turnout to Protect Voter Privacy						*****
3066 - LAS	213	68	31.92%	16	11	37	1	0	1	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		68	31.92%	16	11	37	1	0	1	0	0	0
3068 - LAS	157	20	12.74%	5	1	8	1	2	0	0	0	0
In-Office/Early Vote		1	0.64%		*****	Insufficient Turnout to Protect Voter Privacy						*****

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999

5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
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Mail		19	12.10%	5	1	8	1	1	0	0	0	0
3069 - LAS	795	226	28.43%	89	27	99	2	1	2	4	0	0
Election Day		156	19.62%	59	21	71	2	0	1	2	0	0
In-Office/Early Vote		58	7.30%	26	6	23	0	1	1	1	0	0
Mail		12	1.51%	4	0	5	0	0	0	1	0	0
3070 - LAS	205	66	32.20%	14	3	47	0	0	0	0	0	1
Election Day		48	23.41%	12	2	32	0	0	0	0	0	1
In-Office/Early Vote		13	6.34%	2	1	10	0	0	0	0	0	0
Mail		5	2.44%									
***** Insufficient Turnout to Protect Voter Privacy *****												
3071 - LAS	751	184	24.50%	41	25	99	6	2	1	5	0	0
Election Day		103	13.72%	24	16	58	3	1	0	1	0	0
In-Office/Early Vote		55	7.32%	10	9	30	0	1	1	3	0	0
Mail		26	3.46%	7	0	11	3	0	0	1	0	0
3072 - LAS	641	156	24.34%	52	18	76	5	0	1	2	0	0
Election Day		90	14.04%	29	13	44	2	0	1	1	0	0
In-Office/Early Vote		47	7.33%	19	2	22	2	0	0	1	0	0
Mail		19	2.96%	4	3	10	1	0	0	0	0	0
3073 - LAS	651	185	28.42%	55	20	98	4	1	0	4	0	2
Election Day		85	13.06%	30	7	41	3	0	0	2	0	1
In-Office/Early Vote		84	12.90%	17	13	49	1	1	0	2	0	1
Mail		16	2.46%	8	0	8	0	0	0	0	0	0
3074 - LAS	1,467	314	21.40%	89	51	156	6	1	2	6	1	0
Election Day		197	13.43%	52	32	101	5	1	1	3	0	0
In-Office/Early Vote		95	6.48%	31	14	45	1	0	0	3	1	0
Mail		22	1.50%	6	5	10	0	0	1	0	0	0
3075 - LAS	2,033	350	17.22%	115	57	156	5	2	0	10	0	3
Election Day		229	11.26%	75	41	99	4	0	0	6	0	3
In-Office/Early Vote		93	4.57%	27	15	45	1	2	0	3	0	0
Mail		28	1.38%	13	1	12	0	0	0	1	0	0
3076 - LAS	507	165	32.54%	47	24	79	6	2	2	1	2	1
Election Day		116	22.88%	33	23	53	3	1	1	0	1	1
In-Office/Early Vote		34	6.71%	12	0	16	3	1	1	1	0	0
Mail		15	2.96%	2	1	10	0	0	0	0	1	0
3077 - LAS	578	129	22.32%	32	20	67	2	0	0	7	0	1
Election Day		94	16.26%	22	17	48	1	0	0	5	0	1
In-Office/Early Vote		29	5.02%	9	3	14	1	0	0	2	0	0
Mail		6	1.04%									
***** Insufficient Turnout to Protect Voter Privacy *****												
3078 - LAS	621	145	23.35%	28	25	72	1	1	0	13	2	2
Election Day		99	15.94%	17	18	48	1	1	0	13	0	1
In-Office/Early Vote		33	5.31%	9	4	16	0	0	0	0	2	1
Mail		13	2.09%	2	3	8	0	0	0	0	0	0
3079 - LAS	697	133	19.08%	26	12	84	5	2	1	1	0	1
Election Day		99	14.20%	20	9	60	5	2	1	0	0	1
In-Office/Early Vote		29	4.16%	4	3	21	0	0	0	1	0	0
Mail		5	0.72%									
***** Insufficient Turnout to Protect Voter Privacy *****												
3080 - LAS	1,024	233	22.75%	63	34	120	10	1	3	0	0	2
Election Day		167	16.31%	42	26	88	7	1	2	0	0	1

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
In-Office/Early Vote		52	5.08%	16	7	27	1	0	0	0	0	1
Mail		14	1.37%	5	1	5	2	0	1	0	0	0
3081 - LAS	1,150	171	14.87%	55	27	76	1	2	0	3	1	1
Election Day		74	6.43%	19	12	40	0	2	0	0	1	0
In-Office/Early Vote		66	5.74%	29	7	26	1	0	0	3	0	0
Mail		31	2.70%	7	8	10	0	0	0	0	0	1
3082 - LAS	1,628	283	17.38%	78	71	125	5	0	2	1	0	0
Election Day		201	12.35%	47	53	95	4	0	1	0	0	0
In-Office/Early Vote		76	4.67%	29	17	28	0	0	1	1	0	0
Mail		6	0.37%		*****	Insufficient Turnout to Protect Voter Privacy						*****
3083 - LAS	1,548	319	20.61%	102	63	143	3	1	1	3	1	1
Election Day		164	10.59%	45	38	74	3	0	0	3	1	0
In-Office/Early Vote		99	6.40%	31	14	52	0	0	1	0	0	1
Mail		56	3.62%	26	11	17	0	1	0	0	0	0
3084 - LAS	1,481	221	14.92%	78	34	100	4	0	0	4	0	1
Election Day		130	8.78%	41	21	62	2	0	0	4	0	0
In-Office/Early Vote		68	4.59%	24	10	31	2	0	0	0	0	1
Mail		23	1.55%	13	3	7	0	0	0	0	0	0
3085 - LAS	1,538	322	20.94%	109	42	154	8	4	0	2	1	1
Election Day		211	13.72%	66	30	101	7	4	0	2	1	0
In-Office/Early Vote		82	5.33%	32	8	40	1	0	0	0	0	1
Mail		29	1.89%	11	4	13	0	0	0	0	0	0
3086 - LAS	1,625	385	23.69%	113	103	159	2	1	0	3	2	2
Election Day		248	15.26%	67	72	102	1	0	0	2	2	2
In-Office/Early Vote		116	7.14%	33	29	52	1	1	0	0	0	0
Mail		21	1.29%	13	2	5	0	0	0	1	0	0
3087 - LAS	1,276	344	26.96%	118	52	160	7	1	2	3	0	0
Election Day		241	18.89%	87	38	105	6	1	2	2	0	0
In-Office/Early Vote		77	6.03%	22	11	42	1	0	0	1	0	0
Mail		26	2.04%	9	3	13	0	0	0	0	0	0
3088 - LAS	675	181	26.81%	56	23	88	4	2	3	2	0	1
Election Day		122	18.07%	37	14	61	4	2	3	1	0	0
In-Office/Early Vote		44	6.52%	15	7	21	0	0	0	1	0	0
Mail		15	2.22%	4	2	6	0	0	0	0	0	1
3089 - LAS	1,935	437	22.58%	144	69	206	4	0	0	5	3	3
Election Day		332	17.16%	111	48	162	4	0	0	5	0	0
In-Office/Early Vote		76	3.93%	23	9	40	0	0	0	0	3	1
Mail		29	1.50%	10	12	4	0	0	0	0	0	2
3090 - LAS	1,723	408	23.68%	141	60	191	7	0	1	2	1	1
Election Day		242	14.05%	73	34	127	4	0	0	2	0	1
In-Office/Early Vote		117	6.79%	43	18	52	2	0	1	0	1	0
Mail		49	2.84%	25	8	12	1	0	0	0	0	0
3091 - LAS	415	110	26.51%	35	15	52	4	0	0	3	0	1
Election Day		81	19.52%	28	12	35	3	0	0	2	0	1
In-Office/Early Vote		21	5.06%	5	3	12	0	0	0	1	0	0
Mail		8	1.93%		*****	Insufficient Turnout to Protect Voter Privacy						*****

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
3092 - LAS	1,025	326	31.80%	80	31	195	4	1	2	4	0	8
Election Day		229	22.34%	51	22	143	4	1	2	3	0	3
In-Office/Early Vote		80	7.80%	25	6	42	0	0	0	1	0	5
Mail		17	1.66%	4	3	10	0	0	0	0	0	0
3093 - LAS	983	295	30.01%	68	47	157	7	4	3	2	2	3
Election Day		114	11.60%	27	16	65	2	1	0	0	1	1
In-Office/Early Vote		128	13.02%	26	24	69	3	2	2	1	1	0
Mail		53	5.39%	15	7	23	2	1	1	1	0	2
3094 - LAS	208	112	53.85%	36	19	50	1	0	0	0	1	3
Election Day		91	43.75%	29	15	44	0	0	0	0	1	1
In-Office/Early Vote		7	3.37%		*****	Insufficient Turnout to Protect Voter Privacy						*****
Mail		14	6.73%	2	3	5	1	0	0	0	0	2
3095 - LAS	998	273	27.35%	67	30	156	4	2	0	8	0	1
Election Day		169	16.93%	43	17	99	3	2	0	4	0	0
In-Office/Early Vote		74	7.41%	16	11	41	1	0	0	3	0	1
Mail		30	3.01%	8	2	16	0	0	0	1	0	0
3096 - LAS	187	107	57.22%	42	12	46	3	1	0	1	1	0
Election Day		90	48.13%	35	11	40	1	1	0	1	1	0
In-Office/Early Vote		10	5.35%		*****	Insufficient Turnout to Protect Voter Privacy						*****
Mail		7	3.74%		*****	Insufficient Turnout to Protect Voter Privacy						*****
3097 - LAS	936	246	26.28%	77	10	139	3	1	4	6	0	2
Election Day		141	15.06%	26	7	95	3	1	2	6	0	1
In-Office/Early Vote		68	7.26%	33	1	29	0	0	2	0	0	1
Mail		37	3.95%	18	2	15	0	0	0	0	0	0
3098 - LAS	643	124	19.28%	38	16	59	2	0	2	1	0	5
Election Day		83	12.91%	29	9	37	2	0	0	1	0	5
In-Office/Early Vote		22	3.42%	4	5	12	0	0	1	0	0	0
Mail		19	2.95%	5	2	10	0	0	1	0	0	0
3099 - LAS	287	68	23.69%	11	11	42	1	1	0	1	1	0
Election Day		49	17.07%	8	10	28	1	1	0	1	0	0
In-Office/Early Vote		11	3.83%	0	0	11	0	0	0	0	0	0
Mail		8	2.79%		*****	Insufficient Turnout to Protect Voter Privacy						*****
3100 - LAS	1,178	259	21.99%	65	25	148	8	3	0	3	1	1
Election Day		152	12.90%	40	16	87	6	1	0	2	0	0
In-Office/Early Vote		73	6.20%	12	7	49	0	1	0	1	1	1
Mail		34	2.89%	13	2	12	2	1	0	0	0	0
3101 - LAS	85	26	30.59%	10	3	11	0	0	0	0	0	0
In-Office/Early Vote		1	1.18%		*****	Insufficient Turnout to Protect Voter Privacy						*****
Mail		25	29.41%	9	3	11	0	0	0	0	0	0
3102 - LAS	1,035	321	31.01%	90	42	159	6	2	1	10	0	4
Election Day		207	20.00%	59	24	103	4	2	0	8	0	3
In-Office/Early Vote		78	7.54%	14	13	44	2	0	1	2	0	1
Mail		36	3.48%	17	5	12	0	0	0	0	0	0
3103 - LAS	731	247	33.79%	86	28	123	0	1	4	4	0	0
Election Day		156	21.34%	58	20	75	0	1	0	2	0	0
In-Office/Early Vote		77	10.53%	25	8	38	0	0	4	2	0	0
Mail		14	1.92%	3	0	10	0	0	0	0	0	0

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
3104 - LAS	721	282	39.11%	69	42	153	4	2	2	1	1	4
Election Day		150	20.80%	40	22	80	3	2	0	1	0	2
In-Office/Early Vote		103	14.29%	23	17	60	1	0	0	0	0	2
Mail		29	4.02%	6	3	13	0	0	2	0	1	0
3105 - LAS	486	155	31.89%	29	16	104	3	0	1	1	0	0
Election Day		111	22.84%	18	13	77	1	0	1	1	0	0
In-Office/Early Vote		23	4.73%	5	3	14	1	0	0	0	0	0
Mail		21	4.32%	6	0	13	1	0	0	0	0	0
3106 - LAS	387	149	38.50%	29	21	90	4	0	2	1	0	2
Election Day		106	27.39%	20	13	64	4	0	2	1	0	2
In-Office/Early Vote		32	8.27%	7	5	20	0	0	0	0	0	0
Mail		11	2.84%	2	3	6	0	0	0	0	0	0
3107 - LAS	769	312	40.57%	77	67	155	4	0	1	3	1	0
Election Day		170	22.11%	41	47	74	3	0	1	2	0	0
In-Office/Early Vote		119	15.47%	27	17	71	1	0	0	1	1	0
Mail		23	2.99%	9	3	10	0	0	0	0	0	0
3108 - LAS	377	160	42.44%	44	35	74	2	1	0	1	0	0
Election Day		84	22.28%	21	25	37	0	0	0	1	0	0
In-Office/Early Vote		57	15.12%	15	8	29	2	1	0	0	0	0
Mail		19	5.04%	8	2	8	0	0	0	0	0	0
3109 - LAS	422	131	31.04%	32	17	74	2	0	1	2	0	0
Election Day		89	21.09%	24	12	49	0	0	0	2	0	0
In-Office/Early Vote		27	6.40%	5	2	17	2	0	1	0	0	0
Mail		15	3.55%	3	3	8	0	0	0	0	0	0
3110 - LAS	658	196	29.79%	40	21	125	1	2	2	1	1	1
Election Day		130	19.76%	26	13	84	1	2	2	0	1	1
In-Office/Early Vote		49	7.45%	10	5	34	0	0	0	0	0	0
Mail		17	2.58%	4	3	7	0	0	0	1	0	0
3111 - LAS	1,349	329	24.39%	98	37	182	7	1	0	1	0	0
Election Day		157	11.64%	48	18	84	3	0	0	1	0	0
In-Office/Early Vote		122	9.04%	34	13	73	1	1	0	0	0	0
Mail		50	3.71%	16	6	25	3	0	0	0	0	0
3112 - LAS	769	135	17.56%	25	21	80	4	1	0	0	0	1
Election Day		88	11.44%	13	11	58	3	1	0	0	0	0
In-Office/Early Vote		32	4.16%	8	7	16	1	0	0	0	0	0
Mail		15	1.95%	4	3	6	0	0	0	0	0	1
3113 - LAS	1,057	346	32.73%	111	35	175	15	1	1	3	1	1
Election Day		223	21.10%	68	19	118	13	1	0	2	1	0
In-Office/Early Vote		75	7.10%	27	8	38	2	0	0	0	0	0
Mail		48	4.54%	16	8	19	0	0	1	1	0	1
3114 - LAS	202	65	32.18%	20	9	34	1	0	0	0	0	0
Election Day		39	19.31%	10	8	19	1	0	0	0	0	0
In-Office/Early Vote		12	5.94%	6	0	6	0	0	0	0	0	0
Mail		14	6.93%	4	1	9	0	0	0	0	0	0
3115 - LAS	964	395	40.98%	93	83	204	6	2	1	0	0	3
Election Day		257	26.66%	55	63	129	5	1	1	0	0	2
In-Office/Early Vote		108	11.20%	24	19	63	0	0	0	0	0	1
Mail		30	3.11%	14	1	12	1	1	0	0	0	0

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999

5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
3116 - LAS	246	121	49.19%	25	20	72	1	0	0	1	0	0
Election Day		86	34.96%	17	16	51	1	0	0	1	0	0
In-Office/Early Vote		21	8.54%	3	2	16	0	0	0	0	0	0
Mail		14	5.69%	5	2	5	0	0	0	0	0	0
3117 - LAS	652	274	42.02%	75	42	152	0	1	0	1	1	2
Election Day		151	23.16%	30	35	84	0	0	0	1	1	0
In-Office/Early Vote		97	14.88%	35	6	56	0	0	0	0	0	0
Mail		26	3.99%	10	1	12	0	1	0	0	0	2
3118 - LAS	983	349	35.50%	65	65	197	6	1	5	7	0	1
Election Day		174	17.70%	29	35	97	5	0	2	5	0	1
In-Office/Early Vote		133	13.53%	30	26	72	1	0	1	2	0	0
Mail		42	4.27%	6	4	28	0	1	2	0	0	0
3119 - LAS	623	258	41.41%	49	34	166	3	1	0	2	0	0
Election Day		169	27.13%	29	20	117	2	0	0	0	0	0
In-Office/Early Vote		67	10.75%	17	9	40	0	0	0	0	0	0
Mail		22	3.53%	3	5	9	1	1	0	2	0	0
3120 - LAS	483	153	31.68%	31	16	88	5	2	2	6	0	1
Election Day		120	24.84%	22	12	69	4	2	2	6	0	1
In-Office/Early Vote		27	5.59%	6	3	17	1	0	0	0	0	0
Mail		6	1.24%									
							*****	Insufficient Turnout to Protect Voter Privacy				
3121 - LAS	22	7	31.82%									
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		7	31.82%									
							*****	Insufficient Turnout to Protect Voter Privacy				
3122 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
3123 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
3124 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
3125 - LAS	422	77	18.25%	30	6	40	1	0	0	0	0	0
Election Day		49	11.61%	18	5	25	1	0	0	0	0	0
In-Office/Early Vote		21	4.98%	8	1	12	0	0	0	0	0	0
Mail		7	1.66%									
							*****	Insufficient Turnout to Protect Voter Privacy				
3126 - LAS	777	190	24.45%	52	28	96	6	1	0	2	0	0
Election Day		121	15.57%	29	16	72	3	0	0	1	0	0
In-Office/Early Vote		50	6.44%	19	8	19	2	1	0	1	0	0
Mail		19	2.45%	4	4	5	1	0	0	0	0	0
3127 - LAS	1,039	310	29.84%	73	53	169	11	1	0	1	0	0
Election Day		221	21.27%	40	43	126	10	1	0	1	0	0
In-Office/Early Vote		76	7.31%	26	10	39	1	0	0	0	0	0
Mail		13	1.25%	7	0	4	0	0	0	0	0	0
3128 - LAS	1,535	406	26.45%	126	75	186	12	1	3	1	0	1
Election Day		248	16.16%	79	52	106	7	1	2	1	0	0
In-Office/Early Vote		114	7.43%	31	21	60	0	0	1	0	0	1

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999
5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
Mail		44	2.87%	16	2	20	5	0	0	0	0	0
3129 - LAS	1,947	406	20.85%	167	57	166	8	1	2	1	1	3
Election Day		261	13.41%	103	36	112	5	1	0	0	1	3
In-Office/Early Vote		116	5.96%	53	15	45	2	0	0	1	0	0
Mail		29	1.49%	11	6	9	1	0	2	0	0	0
3130 - LAS	2,981	611	20.50%	211	124	258	7	1	0	2	2	3
Election Day		440	14.76%	140	89	200	4	0	0	2	2	3
In-Office/Early Vote		134	4.50%	52	33	48	0	1	0	0	0	0
Mail		37	1.24%	19	2	10	3	0	0	0	0	0
3195 - LAS	1,028	258	25.10%	75	70	106	4	0	1	1	0	0
Election Day		181	17.61%	48	53	76	2	0	1	1	0	0
In-Office/Early Vote		73	7.10%	26	16	29	2	0	0	0	0	0
Mail		4	0.39%									
					*****	Insufficient Turnout to Protect Voter Privacy					*****	
4028 - LAS	996	289	29.02%	109	10	146	1	2	0	0	2	17
Election Day		237	23.80%	93	9	119	0	2	0	0	1	12
In-Office/Early Vote		43	4.32%	12	0	25	1	0	0	0	1	4
Mail		9	0.90%									
					*****	Insufficient Turnout to Protect Voter Privacy					*****	
4029 - LAS	694	142	20.46%	38	7	71	1	0	0	0	0	23
Election Day		119	17.15%	32	5	58	1	0	0	0	0	22
In-Office/Early Vote		15	2.16%	4	2	9	0	0	0	0	0	0
Mail		8	1.15%									
					*****	Insufficient Turnout to Protect Voter Privacy					*****	
4030 - LAS	611	142	23.24%	42	7	79	0	3	0	1	0	8
Election Day		111	18.17%	29	6	63	0	3	0	0	0	8
In-Office/Early Vote		23	3.76%	10	1	12	0	0	0	0	0	0
Mail		8	1.31%									
					*****	Insufficient Turnout to Protect Voter Privacy					*****	
4031 - LAS	380	87	22.89%	39	4	41	1	1	0	1	0	0
Election Day		60	15.79%	23	2	32	1	1	0	1	0	0
In-Office/Early Vote		21	5.53%	11	1	9	0	0	0	0	0	0
Mail		6	1.58%									
					*****	Insufficient Turnout to Protect Voter Privacy					*****	
4032 - LAS	1,227	227	18.50%	62	30	122	5	2	0	2	0	2
Election Day		120	9.78%	37	12	62	5	0	0	1	0	2
In-Office/Early Vote		73	5.95%	17	13	42	0	0	0	1	0	0
Mail		34	2.77%	8	5	18	0	2	0	0	0	0
4033 - LAS	118	27	22.88%	7	2	16	1	0	0	0	0	1
Election Day		11	9.32%	2	0	7	1	0	0	0	0	1
In-Office/Early Vote		10	8.47%									
Mail		6	5.08%									
					*****	Insufficient Turnout to Protect Voter Privacy					*****	
4034 - LAS	541	133	24.58%	52	12	60	2	1	0	1	0	5
Election Day		100	18.48%	35	11	46	1	1	0	1	0	5
In-Office/Early Vote		21	3.88%	12	0	8	1	0	0	0	0	0
Mail		12	2.22%	5	1	6	0	0	0	0	0	0
4035 - LAS	18	3	16.67%									
In-Office/Early Vote		2	11.11%									
Mail		1	5.56%									
					*****	Insufficient Turnout to Protect Voter Privacy					*****	
4036 - LAS	709	162	22.85%	43	7	100	4	0	3	3	0	1
Election Day		126	17.77%	33	6	82	2	0	2	1	0	0

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999

5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
In-Office/Early Vote		26	3.67%	7	0	15	2	0	1	1	0	0
Mail		10	1.41%		*****	Insufficient Turnout to Protect Voter Privacy					*****	
4037 - LAS	1,617	363	22.45%	122	18	191	1	4	2	1	2	18
Election Day		305	18.86%	98	15	169	1	1	1	1	1	17
In-Office/Early Vote		40	2.47%	12	2	22	0	1	1	0	0	1
Mail		18	1.11%	12	1	0	0	2	0	0	1	0
4038 - LAS	1,109	111	10.01%	27	13	65	3	1	1	1	0	0
Election Day		59	5.32%	17	4	35	2	1	0	0	0	0
In-Office/Early Vote		45	4.06%	7	7	29	1	0	0	1	0	0
Mail		7	0.63%		*****	Insufficient Turnout to Protect Voter Privacy					*****	
4039 - LAS	961	206	21.44%	49	25	108	4	3	2	11	0	2
Election Day		106	11.03%	27	11	59	1	2	1	5	0	0
In-Office/Early Vote		74	7.70%	18	11	35	2	1	0	5	0	1
Mail		26	2.71%	4	3	14	1	0	1	1	0	1
4040 - LAS	702	191	27.21%	43	20	107	2	0	1	9	1	5
Election Day		133	18.95%	30	16	73	2	0	1	5	1	4
In-Office/Early Vote		45	6.41%	8	4	28	0	0	0	3	0	1
Mail		13	1.85%	5	0	6	0	0	0	1	0	0
4041 - LAS	71	37	52.11%	17	6	10	0	0	0	2	0	0
In-Office/Early Vote		1	1.41%		*****	Insufficient Turnout to Protect Voter Privacy					*****	
Mail		36	50.70%	16	6	10	0	0	0	2	0	0
4042 - LAS	452	66	14.60%	14	9	39	0	1	0	2	0	1
Election Day		40	8.85%	9	2	26	0	1	0	1	0	1
In-Office/Early Vote		17	3.76%	3	5	8	0	0	0	1	0	0
Mail		9	1.99%		*****	Insufficient Turnout to Protect Voter Privacy					*****	
4043 - LAS	160	50	31.25%	14	3	24	2	1	0	2	0	0
In-Office/Early Vote		2	1.25%		*****	Insufficient Turnout to Protect Voter Privacy					*****	
Mail		48	30.00%	13	3	24	2	1	0	2	0	0
4044 - LAS	362	31	8.56%	12	6	7	0	2	1	0	0	3
In-Office/Early Vote		1	0.28%		*****	Insufficient Turnout to Protect Voter Privacy					*****	
Mail		30	8.29%	12	5	7	0	2	1	0	0	3
4045 - LAS	326	39	11.96%	9	3	19	5	0	0	0	0	1
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		39	11.96%	9	3	19	5	0	0	0	0	1
4046 - LAS	253	29	11.46%	6	3	16	0	0	0	1	0	0
In-Office/Early Vote		5	1.98%		*****	Insufficient Turnout to Protect Voter Privacy					*****	
Mail		24	9.49%	4	2	15	0	0	0	1	0	0
4047 - LAS	69	25	36.23%	8	5	9	0	0	0	2	0	1
In-Office/Early Vote		4	5.80%		*****	Insufficient Turnout to Protect Voter Privacy					*****	
Mail		21	30.43%	7	4	8	0	0	0	1	0	1
4048 - LAS	536	113	21.08%	32	13	54	3	0	1	7	1	0
Election Day		51	9.51%	16	8	22	3	0	0	2	0	0
In-Office/Early Vote		41	7.65%	10	3	23	0	0	1	3	1	0
Mail		21	3.92%	6	2	9	0	0	0	2	0	0

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
4049 - LAS	723	124	17.15%	33	14	67	3	0	0	2	0	1
Election Day		87	12.03%	22	12	47	1	0	0	1	0	1
In-Office/Early Vote		26	3.60%	7	2	16	0	0	0	1	0	0
Mail		11	1.52%	4	0	4	2	0	0	0	0	0
4050 - LAS	182	21	11.54%	4	3	10	1	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		21	11.54%	4	3	10	1	0	0	0	0	0
4051 - LAS	885	129	14.58%	35	11	68	3	3	1	1	1	2
Election Day		63	7.12%	14	3	36	2	2	1	1	0	2
In-Office/Early Vote		50	5.65%	18	5	25	0	1	0	0	1	0
Mail		16	1.81%	3	3	7	1	0	0	0	0	0
4052 - LAS	95	23	24.21%	5	4	9	0	0	2	2	0	0
In-Office/Early Vote		2	2.11%		*****	Insufficient Turnout to Protect Voter Privacy						*****
Mail		21	22.11%	5	3	9	0	0	2	1	0	0
4053 - LAS	935	128	13.69%	39	13	62	3	3	1	2	0	3
Election Day		79	8.45%	22	9	44	1	2	0	0	0	1
In-Office/Early Vote		29	3.10%	10	2	12	2	0	1	1	0	1
Mail		20	2.14%	7	2	6	0	1	0	1	0	1
4054 - LAS	895	150	16.76%	46	16	81	2	0	0	2	1	2
Election Day		100	11.17%	27	9	58	2	0	0	1	1	2
In-Office/Early Vote		34	3.80%	12	4	17	0	0	0	1	0	0
Mail		16	1.79%	7	3	6	0	0	0	0	0	0
4055 - LAS	770	98	12.73%	23	9	58	3	2	1	1	1	0
Election Day		67	8.70%	13	6	44	1	0	1	1	1	0
In-Office/Early Vote		27	3.51%	10	2	11	2	2	0	0	0	0
Mail		4	0.52%		*****	Insufficient Turnout to Protect Voter Privacy						*****
4056 - LAS	749	81	10.81%	19	15	37	2	2	0	3	0	0
Election Day		39	5.21%	7	4	25	2	0	0	1	0	0
In-Office/Early Vote		32	4.27%	10	11	8	0	1	0	0	0	0
Mail		10	1.34%		*****	Insufficient Turnout to Protect Voter Privacy						*****
4057 - LAS	193	45	23.32%	7	6	22	1	0	1	0	1	3
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		45	23.32%	7	6	22	1	0	1	0	1	3
4058 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
4059 - LAS	814	113	13.88%	27	10	62	4	1	0	4	0	3
Election Day		79	9.71%	19	6	43	4	0	0	3	0	2
In-Office/Early Vote		28	3.44%	6	4	16	0	0	0	1	0	1
Mail		6	0.74%		*****	Insufficient Turnout to Protect Voter Privacy						*****
4060 - LAS	138	49	35.51%	7	2	39	1	0	0	0	0	0
Election Day		23	16.67%	4	1	18	0	0	0	0	0	0
In-Office/Early Vote		16	11.59%	2	1	13	0	0	0	0	0	0
Mail		10	7.25%		*****	Insufficient Turnout to Protect Voter Privacy						*****
5001 - LAS	539	106	19.67%	26	10	62	1	0	1	6	0	0
Election Day		67	12.43%	18	4	39	1	0	1	4	0	0
In-Office/Early Vote		18	3.34%	3	4	11	0	0	0	0	0	0

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
Mail		21	3.90%	5	2	12	0	0	0	2	0	0
5002 - LAS	1,226	221	18.03%	46	29	124	8	4	1	5	0	2
Election Day		143	11.66%	25	17	85	6	3	0	4	0	2
In-Office/Early Vote		48	3.92%	11	7	27	1	1	1	0	0	0
Mail		30	2.45%	10	5	12	1	0	0	1	0	0
5003 - LAS	210	19	9.05%	4	3	10	1	0	0	1	0	0
Election Day		9	4.29%		****	Insufficient Turnout to Protect Voter Privacy					****	
In-Office/Early Vote		4	1.90%		****	Insufficient Turnout to Protect Voter Privacy					****	
Mail		6	2.86%		****	Insufficient Turnout to Protect Voter Privacy					****	
5004 - LAS	413	82	19.85%	17	9	48	1	1	1	0	0	3
Election Day		65	15.74%	12	7	41	1	1	1	0	0	2
In-Office/Early Vote		7	1.69%		****	Insufficient Turnout to Protect Voter Privacy					****	
Mail		10	2.42%		****	Insufficient Turnout to Protect Voter Privacy					****	
5005 - LAS	663	162	24.43%	49	17	83	3	0	0	8	0	1
Election Day		131	19.76%	40	14	65	3	0	0	7	0	1
In-Office/Early Vote		18	2.71%	3	3	11	0	0	0	1	0	0
Mail		13	1.96%	6	0	7	0	0	0	0	0	0
5006 - LAS	891	235	26.37%	66	29	128	0	1	1	5	0	0
Election Day		176	19.75%	46	25	99	0	0	1	4	0	0
In-Office/Early Vote		33	3.70%	13	2	15	0	0	0	1	0	0
Mail		26	2.92%	7	2	14	0	1	0	0	0	0
5007 - LAS	424	112	26.42%	25	14	61	1	1	0	5	0	0
Election Day		75	17.69%	13	9	48	1	1	0	2	0	0
In-Office/Early Vote		16	3.77%	5	2	9	0	0	0	0	0	0
Mail		21	4.95%	7	3	4	0	0	0	3	0	0
5008 - LAS	1,141	347	30.41%	92	35	192	15	3	0	3	0	1
Election Day		243	21.30%	63	22	145	6	3	0	2	0	1
In-Office/Early Vote		43	3.77%	14	3	22	3	0	0	1	0	0
Mail		61	5.35%	15	10	25	6	0	0	0	0	0
5009 - LAS	575	199	34.61%	52	23	109	10	3	0	1	0	0
Election Day		143	24.87%	30	19	83	7	3	0	1	0	0
In-Office/Early Vote		31	5.39%	9	4	18	0	0	0	0	0	0
Mail		25	4.35%	13	0	8	3	0	0	0	0	0
5010 - LAS	756	162	21.43%	32	22	90	5	4	1	4	1	2
Election Day		97	12.83%	18	16	56	2	0	1	1	0	2
In-Office/Early Vote		38	5.03%	8	1	21	3	3	0	2	0	0
Mail		27	3.57%	6	5	13	0	1	0	1	1	0
5011 - LAS	828	273	32.97%	55	35	167	8	1	0	4	0	2
Election Day		221	26.69%	41	30	137	7	0	0	4	0	1
In-Office/Early Vote		26	3.14%	6	2	17	0	0	0	0	0	1
Mail		26	3.14%	8	3	13	1	1	0	0	0	0
5012 - LAS	529	153	28.92%	41	22	78	3	1	0	2	0	0
Election Day		97	18.34%	25	10	57	1	0	0	2	0	0
In-Office/Early Vote		31	5.86%	10	5	16	0	0	0	0	0	0
Mail		25	4.73%	6	7	5	2	1	0	0	0	0
5013 - LAS	686	165	24.05%	29	20	103	5	1	0	5	0	1
Election Day		121	17.64%	20	15	78	4	1	0	3	0	0

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999
5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
In-Office/Early Vote		21	3.06%	7	3	9	0	0	0	1	0	1
Mail		23	3.35%	2	2	16	1	0	0	1	0	0
5014 - LAS	1	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
6002 - LAS	351	67	19.09%	23	13	26	1	0	0	3	1	0
Election Day		48	13.68%	18	10	16	0	0	0	3	1	0
In-Office/Early Vote		15	4.27%	5	3	6	1	0	0	0	0	0
Mail		4	1.14%									
***** Insufficient Turnout to Protect Voter Privacy *****												
6003 - LAS	665	195	29.32%	46	31	100	7	1	3	4	1	0
Election Day		120	18.05%	21	20	65	7	0	1	4	1	0
In-Office/Early Vote		56	8.42%	20	9	23	0	1	2	0	0	0
Mail		19	2.86%	5	2	12	0	0	0	0	0	0
6004 - LAS	429	89	20.75%	31	15	38	0	2	1	0	0	2
Election Day		64	14.92%	23	11	27	0	2	0	0	0	1
In-Office/Early Vote		20	4.66%	7	2	9	0	0	1	0	0	1
Mail		5	1.17%									
***** Insufficient Turnout to Protect Voter Privacy *****												
6005 - LAS	574	152	26.48%	38	36	70	2	1	2	1	0	0
Election Day		120	20.91%	33	21	60	2	1	2	0	0	0
In-Office/Early Vote		25	4.36%	4	13	7	0	0	0	1	0	0
Mail		7	1.22%									
***** Insufficient Turnout to Protect Voter Privacy *****												
6006 - LAS	544	129	23.71%	27	10	85	4	0	0	0	0	1
Election Day		84	15.44%	19	7	54	3	0	0	0	0	1
In-Office/Early Vote		35	6.43%	7	3	24	1	0	0	0	0	0
Mail		10	1.84%									
***** Insufficient Turnout to Protect Voter Privacy *****												
6007 - LAS	501	131	26.15%	41	17	67	2	1	0	1	0	0
Election Day		101	20.16%	32	16	49	2	1	0	1	0	0
In-Office/Early Vote		19	3.79%	5	1	13	0	0	0	0	0	0
Mail		11	2.20%	4	0	5	0	0	0	0	0	0
6008 - LAS	545	92	16.88%	23	9	51	7	1	0	0	1	0
Election Day		67	12.29%	15	7	38	6	0	0	0	1	0
In-Office/Early Vote		18	3.30%	6	2	8	1	1	0	0	0	0
Mail		7	1.28%									
***** Insufficient Turnout to Protect Voter Privacy *****												
6009 - LAS	746	191	25.60%	68	23	87	5	0	2	3	1	0
Election Day		106	14.21%	33	14	54	2	0	0	2	1	0
In-Office/Early Vote		59	7.91%	24	6	25	3	0	1	0	0	0
Mail		26	3.49%	11	3	8	0	0	1	1	0	0
6010 - LAS	633	138	21.80%	49	18	58	8	0	1	3	0	0
Election Day		100	15.80%	38	12	42	6	0	0	1	0	0
In-Office/Early Vote		29	4.58%	9	5	12	2	0	0	1	0	0
Mail		9	1.42%									
***** Insufficient Turnout to Protect Voter Privacy *****												
6011 - LAS	827	195	23.58%	58	15	101	4	3	3	5	3	0
Election Day		139	16.81%	44	12	73	1	3	1	4	1	0
In-Office/Early Vote		38	4.59%	10	2	20	3	0	2	1	0	0
Mail		18	2.18%	4	1	8	0	0	0	0	2	0

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999
5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
6012 - LAS	712	173	24.30%	48	31	84	3	1	0	3	0	2
Election Day		121	16.99%	33	21	61	0	1	0	3	0	2
In-Office/Early Vote		39	5.48%	8	7	21	3	0	0	0	0	0
Mail		13	1.83%	7	3	2	0	0	0	0	0	0
6013 - LAS	1,034	251	24.27%	66	44	124	8	4	1	3	0	0
Election Day		165	15.96%	33	38	82	7	1	1	3	0	0
In-Office/Early Vote		60	5.80%	19	4	33	1	3	0	0	0	0
Mail		26	2.51%	14	2	9	0	0	0	0	0	0
6014 - LAS	675	66	9.78%	21	10	28	1	1	1	2	0	2
Election Day		43	6.37%	10	8	21	1	0	0	1	0	2
In-Office/Early Vote		12	1.78%	5	1	4	0	1	1	0	0	0
Mail		11	1.63%	6	1	3	0	0	0	1	0	0
6015 - LAS	1,419	383	26.99%	114	78	175	10	0	1	2	0	1
Election Day		250	17.62%	73	52	116	7	0	0	1	0	0
In-Office/Early Vote		101	7.12%	31	20	47	0	0	1	1	0	1
Mail		32	2.26%	10	6	12	3	0	0	0	0	0
6016 - LAS	2,423	607	25.05%	205	112	262	17	1	0	3	0	2
Election Day		388	16.01%	119	81	174	9	1	0	2	0	2
In-Office/Early Vote		165	6.81%	62	24	70	6	0	0	1	0	0
Mail		54	2.23%	24	7	18	2	0	0	0	0	0
6017 - LAS	589	53	9.00%	20	10	21	2	0	0	0	0	0
Election Day		32	5.43%	16	5	10	1	0	0	0	0	0
In-Office/Early Vote		18	3.06%	4	4	10	0	0	0	0	0	0
Mail		3	0.51%									
***** Insufficient Turnout to Protect Voter Privacy *****												
6018 - LAS	691	113	16.35%	37	21	52	1	0	0	2	0	0
Election Day		65	9.41%	18	13	33	1	0	0	0	0	0
In-Office/Early Vote		34	4.92%	14	3	15	0	0	0	2	0	0
Mail		14	2.03%	5	5	4	0	0	0	0	0	0
6019 - LAS	882	187	21.20%	71	16	95	2	0	0	0	0	0
Election Day		126	14.29%	53	8	64	1	0	0	0	0	0
In-Office/Early Vote		46	5.22%	16	6	23	1	0	0	0	0	0
Mail		15	1.70%	2	2	8	0	0	0	0	0	0
6020 - LAS	1,011	290	28.68%	80	39	157	13	0	0	0	0	0
Election Day		220	21.76%	51	30	126	13	0	0	0	0	0
In-Office/Early Vote		53	5.24%	22	7	24	0	0	0	0	0	0
Mail		17	1.68%	7	2	7	0	0	0	0	0	0
6021 - LAS	703	232	33.00%	90	38	92	9	0	0	2	0	0
Election Day		185	26.32%	70	30	76	7	0	0	2	0	0
In-Office/Early Vote		34	4.84%	18	5	11	0	0	0	0	0	0
Mail		13	1.85%	2	3	5	2	0	0	0	0	0
6022 - LAS	821	149	18.15%	43	21	76	3	0	2	0	2	0
Election Day		104	12.67%	27	11	59	2	0	2	0	2	0
In-Office/Early Vote		32	3.90%	12	7	12	1	0	0	0	0	0
Mail		13	1.58%	4	3	5	0	0	0	0	0	0
6023 - LAS	968	134	13.84%	40	18	68	4	0	0	1	0	2
Election Day		96	9.92%	25	10	58	3	0	0	0	0	0
In-Office/Early Vote		20	2.07%	10	4	4	1	0	0	1	0	0
Mail		18	1.86%	5	4	6	0	0	0	0	0	2

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999

5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
6024 - LAS	1,233	313	25.39%	107	50	142	8	3	2	1	0	0
Election Day		215	17.44%	63	37	102	7	3	2	1	0	0
In-Office/Early Vote		67	5.43%	27	11	28	1	0	0	0	0	0
Mail		31	2.51%	17	2	12	0	0	0	0	0	0
6025 - LAS	1,360	234	17.21%	80	38	105	6	0	0	1	1	2
Election Day		190	13.97%	58	31	92	6	0	0	1	1	0
In-Office/Early Vote		32	2.35%	15	5	10	0	0	0	0	0	2
Mail		12	0.88%	7	2	3	0	0	0	0	0	0
6026 - LAS	1,255	393	31.31%	156	45	173	10	3	0	0	2	3
Election Day		276	21.99%	103	34	131	6	2	0	0	0	0
In-Office/Early Vote		69	5.50%	32	5	24	4	1	0	0	1	2
Mail		48	3.82%	21	6	18	0	0	0	0	1	1
6027 - LAS	0	0	0.00%	0	0	0	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0	0	0	0
6028 - LAS	95	20	21.05%	6	4	7	0	1	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	0	0
Mail		20	21.05%	6	4	7	0	1	0	0	0	0
6029 - LAS	551	143	25.95%	35	23	77	1	1	0	2	0	3
Election Day		109	19.78%	25	20	58	1	1	0	2	0	2
In-Office/Early Vote		20	3.63%	5	1	14	0	0	0	0	0	0
Mail		14	2.54%	5	2	5	0	0	0	0	0	1
6030 - LAS	1,050	285	27.14%	68	48	142	11	4	2	3	2	1
Election Day		157	14.95%	38	20	85	9	2	1	1	1	0
In-Office/Early Vote		77	7.33%	16	8	47	2	2	1	1	0	0
Mail		51	4.86%	14	20	10	0	0	0	1	1	1
6031 - LAS	95	57	60.00%	17	13	16	3	1	0	0	0	3
In-Office/Early Vote		1	1.05%									
Mail		56	58.95%	16	13	16	3	1	0	0	0	3
6032 - LAS	1,059	233	22.00%	86	17	118	3	2	0	1	0	4
Election Day		97	9.16%	33	10	52	0	0	0	0	0	2
In-Office/Early Vote		91	8.59%	34	5	47	2	1	0	0	0	2
Mail		45	4.25%	19	2	19	1	1	0	1	0	0
6033 - LAS	273	38	13.92%	10	3	21	1	2	0	0	0	0
Election Day		25	9.16%	7	2	15	1	0	0	0	0	0
In-Office/Early Vote		7	2.56%									
Mail		6	2.20%									
6034 - LAS	963	126	13.08%	41	9	65	4	0	0	4	0	1
Election Day		85	8.83%	25	8	44	3	0	0	4	0	1
In-Office/Early Vote		28	2.91%	10	1	17	0	0	0	0	0	0

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Mayor of Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	8	9
Mail		13	1.35%	6	0	4	1	0	0	0	0	0
	196,846	49,498	25.15%	14,395	7,968	24,267	942	291	188	574	104	358

Candidates

- 1 ADAMSEN, ARNIE
 - 2 FINE, MARK L.
 - 3 GOODMAN, OSCAR B.
 - 4 LA SPINA, FRANK
 - 5 MCGOWAN, TOM
 - 6 MILKO, HILARY MICHAEL
 - 7 OLAGUE, CRUZ
 - 8 OPOLKA, DOUGLAS
 - 9 SNOWDEN, ANTHONY D.
-

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999
5/5/99

City Councilman, Ward 1, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5
3050 - LAS	1,242	196	15.78%	3	21	2	111	50
Election Day		125	10.06%	2	15	2	69	32
In-Office/Early Vote		44	3.54%	0	3	0	29	11
Mail		27	2.17%	1	3	0	13	7
3051 - LAS	827	160	19.35%	5	21	4	106	18
Election Day		108	13.06%	4	17	3	65	15
In-Office/Early Vote		40	4.84%	1	4	1	31	2
Mail		12	1.45%	0	0	0	10	1
3069 - LAS	795	226	28.43%	2	13	2	174	29
Election Day		156	19.62%	2	8	0	127	17
In-Office/Early Vote		58	7.30%	0	5	2	39	11
Mail		12	1.51%	0	0	0	8	1
3070 - LAS	205	66	32.20%	1	5	1	49	8
Election Day		48	23.41%	1	3	1	35	6
In-Office/Early Vote		13	6.34%	0	2	0	10	1
Mail		5	2.44%					
***** Insufficient Turnout to Protect Voter Privacy *****								
3071 - LAS	751	184	24.50%	4	12	1	121	40
Election Day		103	13.72%	2	2	1	79	18
In-Office/Early Vote		55	7.32%	1	7	0	29	17
Mail		26	3.46%	1	3	0	13	5
3072 - LAS	641	156	24.34%	2	18	0	98	37
Election Day		90	14.04%	0	11	0	63	16
In-Office/Early Vote		47	7.33%	2	6	0	25	14
Mail		19	2.96%	0	1	0	10	7
3073 - LAS	651	185	28.42%	6	17	1	104	42
Election Day		85	13.06%	3	5	1	49	20
In-Office/Early Vote		84	12.90%	3	10	0	48	19
Mail		16	2.46%	0	2	0	7	3
3074 - LAS	1,467	314	21.40%	8	29	6	190	72
Election Day		197	13.43%	5	15	3	115	52
In-Office/Early Vote		95	6.48%	3	12	2	61	17
Mail		22	1.50%	0	2	1	14	3
3075 - LAS	2,033	350	17.22%	10	43	4	212	67
Election Day		229	11.26%	7	27	4	147	34
In-Office/Early Vote		93	4.57%	3	13	0	50	24
Mail		28	1.38%	0	3	0	15	9
3076 - LAS	507	165	32.54%	2	15	1	102	39
Election Day		116	22.88%	2	9	0	76	25
In-Office/Early Vote		34	6.71%	0	5	0	20	9
Mail		15	2.96%	0	1	1	6	5
3077 - LAS	578	129	22.32%	3	21	0	73	31
Election Day		94	16.26%	3	13	0	54	24
In-Office/Early Vote		29	5.02%	0	8	0	15	6
Mail		6	1.04%					
***** Insufficient Turnout to Protect Voter Privacy *****								
3078 - LAS	621	145	23.35%	4	20	4	79	35
Election Day		99	15.94%	2	15	3	52	25
In-Office/Early Vote		33	5.31%	1	2	1	22	7
Mail		13	2.09%	1	3	0	5	3

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

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City Councilman, Ward 1, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5
3079 - LAS	697	133	19.08%	4	17	5	76	27
Election Day		99	14.20%	2	12	4	59	19
In-Office/Early Vote		29	4.16%	1	5	1	15	6
Mail		5	0.72%		*****	Insufficient Turnout to Protect Voter Privacy *****		
3092 - LAS	1,025	326	31.80%	3	41	3	210	58
Election Day		229	22.34%	1	22	3	150	45
In-Office/Early Vote		80	7.80%	2	14	0	50	12
Mail		17	1.66%	0	5	0	10	1
3093 - LAS	983	295	30.01%	4	39	8	167	62
Election Day		114	11.60%	1	7	8	68	27
In-Office/Early Vote		128	13.02%	3	21	0	76	23
Mail		53	5.39%	0	11	0	23	12
3094 - LAS	208	112	53.85%	3	11	2	74	16
Election Day		91	43.75%	3	10	0	60	12
In-Office/Early Vote		7	3.37%		*****	Insufficient Turnout to Protect Voter Privacy *****		
Mail		14	6.73%	0	0	0	12	2
3095 - LAS	998	273	27.35%	5	29	4	174	56
Election Day		169	16.93%	3	19	1	108	33
In-Office/Early Vote		74	7.41%	1	6	3	49	15
Mail		30	3.01%	1	4	0	17	8
3096 - LAS	187	107	57.22%	1	8	2	79	9
Election Day		90	48.13%	1	6	2	70	6
In-Office/Early Vote		10	5.35%		*****	Insufficient Turnout to Protect Voter Privacy *****		
Mail		7	3.74%		*****	Insufficient Turnout to Protect Voter Privacy *****		
3097 - LAS	936	246	26.28%	4	9	1	188	36
Election Day		141	15.06%	3	4	0	107	21
In-Office/Early Vote		68	7.26%	0	4	0	52	10
Mail		37	3.95%	1	1	1	29	5
3102 - LAS	1,035	321	31.01%	11	18	3	225	55
Election Day		207	20.00%	8	13	2	148	34
In-Office/Early Vote		78	7.54%	2	3	0	52	18
Mail		36	3.48%	1	2	1	25	3
3103 - LAS	731	247	33.79%	3	15	4	176	46
Election Day		156	21.34%	3	9	4	110	29
In-Office/Early Vote		77	10.53%	0	6	0	57	13
Mail		14	1.92%	0	0	0	9	4
3104 - LAS	721	282	39.11%	6	21	1	194	54
Election Day		150	20.80%	4	10	1	110	22
In-Office/Early Vote		103	14.29%	2	8	0	66	27
Mail		29	4.02%	0	3	0	18	5
3105 - LAS	486	155	31.89%	3	14	6	94	34
Election Day		111	22.84%	3	10	4	66	28
In-Office/Early Vote		23	4.73%	0	3	1	17	1
Mail		21	4.32%	0	1	1	11	5
3106 - LAS	387	149	38.50%	2	14	8	96	25
Election Day		106	27.39%	0	10	8	69	17
In-Office/Early Vote		32	8.27%	2	3	0	22	5
Mail		11	2.84%	0	1	0	5	3

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

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City Councilman, Ward 1, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5
3107 - LAS	769	312	40.57%	9	15	3	217	47
Election Day		170	22.11%	5	7	3	114	32
In-Office/Early Vote		119	15.47%	2	8	0	88	13
Mail		23	2.99%	2	0	0	15	2
3108 - LAS	377	160	42.44%	0	16	0	101	41
Election Day		84	22.28%	0	5	0	58	21
In-Office/Early Vote		57	15.12%	0	10	0	33	13
Mail		19	5.04%	0	1	0	10	7
3109 - LAS	422	131	31.04%	2	9	0	106	14
Election Day		89	21.09%	2	8	0	70	9
In-Office/Early Vote		27	6.40%	0	1	0	22	4
Mail		15	3.55%	0	0	0	14	1
3110 - LAS	658	196	29.79%	5	19	6	118	45
Election Day		130	19.76%	4	10	2	79	33
In-Office/Early Vote		49	7.45%	0	9	2	27	11
Mail		17	2.58%	1	0	2	12	1
3111 - LAS	1,349	329	24.39%	14	42	3	154	101
Election Day		157	11.64%	9	22	2	69	48
In-Office/Early Vote		122	9.04%	4	15	0	61	37
Mail		50	3.71%	1	5	1	24	16
3112 - LAS	769	135	17.56%	7	11	2	72	35
Election Day		88	11.44%	5	8	1	45	22
In-Office/Early Vote		32	4.16%	0	1	1	20	10
Mail		15	1.95%	2	2	0	7	3
3113 - LAS	1,057	346	32.73%	4	42	9	177	99
Election Day		223	21.10%	3	26	5	113	64
In-Office/Early Vote		75	7.10%	1	5	2	41	26
Mail		48	4.54%	0	11	2	23	9
3114 - LAS	202	65	32.18%	2	3	1	47	11
Election Day		39	19.31%	2	0	1	31	5
In-Office/Early Vote		12	5.94%	0	1	0	9	2
Mail		14	6.93%	0	2	0	7	4
3115 - LAS	964	395	40.98%	11	25	10	231	100
Election Day		257	26.66%	7	21	5	145	65
In-Office/Early Vote		108	11.20%	4	3	4	66	30
Mail		30	3.11%	0	1	1	20	5
3116 - LAS	246	121	49.19%	0	8	2	78	29
Election Day		86	34.96%	0	7	0	56	19
In-Office/Early Vote		21	8.54%	0	1	2	15	3
Mail		14	5.69%	0	0	0	7	7
3117 - LAS	652	274	42.02%	14	29	8	132	74
Election Day		151	23.16%	12	15	7	78	30
In-Office/Early Vote		97	14.88%	2	11	0	40	39
Mail		26	3.99%	0	3	1	14	5
3118 - LAS	983	349	35.50%	8	32	4	187	108
Election Day		174	17.70%	7	16	2	97	47
In-Office/Early Vote		133	13.53%	1	11	1	68	51
Mail		42	4.27%	0	5	1	22	10

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

City Councilman, Ward 1, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5		
3119 - LAS	623	258	41.41%	2	10	1	174	62		
Election Day		169	27.13%	0	6	1	119	39		
In-Office/Early Vote		67	10.75%	2	2	0	46	14		
Mail		22	3.53%	0	2	0	9	9		
3120 - LAS	483	153	31.68%	3	25	2	86	33		
Election Day		120	24.84%	2	16	2	69	27		
In-Office/Early Vote		27	5.59%	1	7	0	14	5		
Mail		6	1.24%							
				*****	Insufficient Turnout to Protect Voter Privacy				*****	
3121 - LAS	22	7	31.82%		*****	Insufficient Turnout to Protect Voter Privacy				*****
In-Office/Early Vote		0	0.00%	0	0	0	0	0		
Mail		7	31.82%		*****	Insufficient Turnout to Protect Voter Privacy				*****
3122 - LAS	0	0	0.00%	0	0	0	0	0		
In-Office/Early Vote		0	0.00%	0	0	0	0	0		
		0	0.00%	0	0	0	0	0		
3123 - LAS	0	0	0.00%	0	0	0	0	0		
In-Office/Early Vote		0	0.00%	0	0	0	0	0		
Mail		0	0.00%	0	0	0	0	0		
3124 - LAS	0	0	0.00%	0	0	0	0	0		
In-Office/Early Vote		0	0.00%	0	0	0	0	0		
Mail		0	0.00%	0	0	0	0	0		
3125 - LAS	422	77	18.25%	2	6	2	50	16		
Election Day		49	11.61%	0	5	0	35	8		
In-Office/Early Vote		21	4.98%	2	1	1	12	5		
Mail		7	1.66%							
				*****	Insufficient Turnout to Protect Voter Privacy				*****	
3126 - LAS	777	190	24.45%	4	19	4	104	47		
Election Day		121	15.57%	1	11	2	70	28		
In-Office/Early Vote		50	6.44%	3	3	2	30	11		
Mail		19	2.45%	0	5	0	4	8		
3127 - LAS	1,039	310	29.84%	12	38	2	175	63		
Election Day		221	21.27%	12	24	2	121	47		
In-Office/Early Vote		76	7.31%	0	12	0	46	15		
Mail		13	1.25%	0	2	0	8	1		
3128 - LAS	1,535	406	26.45%	7	57	6	239	81		
Election Day		248	16.16%	6	34	3	149	46		
In-Office/Early Vote		114	7.43%	1	15	3	68	25		
Mail		44	2.87%	0	8	0	22	10		
4055 - LAS	770	98	12.73%	5	12	3	44	30		
Election Day		67	8.70%	4	10	3	25	22		
In-Office/Early Vote		27	3.51%	1	2	0	16	8		
Mail		4	0.52%							
				*****	Insufficient Turnout to Protect Voter Privacy				*****	
4056 - LAS	749	81	10.81%	1	9	0	45	20		
Election Day		39	5.21%	1	4	0	19	12		
In-Office/Early Vote		32	4.27%	0	4	0	20	6		
Mail		10	1.34%							
				*****	Insufficient Turnout to Protect Voter Privacy				*****	
4057 - LAS	193	45	23.32%	1	6	1	18	13		
In-Office/Early Vote		0	0.00%	0	0	0	0	0		
Mail		45	23.32%	1	6	1	18	13		

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999
5/5/99

City Councilman, Ward 1, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5
4058 - LAS	0	0	0.00%	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0
4059 - LAS	814	113	13.88%	5	15	1	44	39
Election Day		79	9.71%	5	7	0	33	29
In-Office/Early Vote		28	3.44%	0	7	1	10	8
Mail		6	0.74%		*****	Insufficient Turnout to Protect Voter Privacy *****		
4060 - LAS	138	49	35.51%	1	2	0	36	8
Election Day		23	16.67%	0	1	0	16	4
In-Office/Early Vote		16	11.59%	1	1	0	11	3
Mail		10	7.25%		*****	Insufficient Turnout to Protect Voter Privacy *****		
5014 - LAS	1	0	0.00%	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0
6002 - LAS	351	67	19.09%	1	9	2	43	10
Election Day		48	13.68%	1	4	2	32	8
In-Office/Early Vote		15	4.27%	0	5	0	7	2
Mail		4	1.14%		*****	Insufficient Turnout to Protect Voter Privacy *****		
6003 - LAS	665	195	29.32%	4	17	2	135	35
Election Day		120	18.05%	2	6	1	93	18
In-Office/Early Vote		56	8.42%	2	6	0	30	16
Mail		19	2.86%	0	5	1	12	1
6004 - LAS	429	89	20.75%	1	6	4	56	21
Election Day		64	14.92%	1	3	3	44	13
In-Office/Early Vote		20	4.66%	0	3	1	7	8
Mail		5	1.17%		*****	Insufficient Turnout to Protect Voter Privacy *****		
6005 - LAS	574	152	26.48%	1	33	4	71	36
Election Day		120	20.91%	1	26	4	59	26
In-Office/Early Vote		25	4.36%	0	5	0	9	9
Mail		7	1.22%		*****	Insufficient Turnout to Protect Voter Privacy *****		
6014 - LAS	675	66	9.78%	2	10	2	27	18
Election Day		43	6.37%	0	6	2	18	11
In-Office/Early Vote		12	1.78%	0	3	0	5	4
Mail		11	1.63%	2	1	0	4	3
6015 - LAS	1,419	383	26.99%	5	34	2	260	65
Election Day		250	17.62%	5	16	2	181	35
In-Office/Early Vote		101	7.12%	0	12	0	63	23
Mail		32	2.26%	0	6	0	16	7
6016 - LAS	2,423	607	25.05%	20	56	8	346	136
Election Day		388	16.01%	12	36	7	220	85
In-Office/Early Vote		165	6.81%	8	12	0	98	40
Mail		54	2.23%	0	8	1	28	11
6027 - LAS	0	0	0.00%	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0
6028 - LAS	95	20	21.05%	1	2	0	8	6
In-Office/Early Vote		0	0.00%	0	0	0	0	0

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

City Councilman, Ward 1, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5
Mail		20	21.05%	1	2	0	8	6
6029 - LAS	551	143	25.95%	5	19	4	72	37
Election Day		109	19.78%	4	16	4	53	26
In-Office/Early Vote		20	3.63%	1	2	0	9	8
Mail		14	2.54%	0	1	0	10	3
6030 - LAS	1,050	285	27.14%	12	36	4	156	65
Election Day		157	14.95%	9	20	3	91	29
In-Office/Early Vote		77	7.33%	3	7	0	40	23
Mail		51	4.86%	0	9	1	25	13
6031 - LAS	95	57	60.00%	0	2	0	43	3
In-Office/Early Vote		1	1.05%					
		56	58.95%	0	2	0	42	3
6032 - LAS	1,059	233	22.00%	7	32	2	121	59
Election Day		97	9.16%	2	15	0	54	21
In-Office/Early Vote		91	8.59%	3	10	1	51	25
Mail		45	4.25%	2	7	1	16	13
6033 - LAS	273	38	13.92%	0	4	0	15	17
Election Day		25	9.16%	0	2	0	9	13
In-Office/Early Vote		7	2.56%					
Mail		6	2.20%					
6034 - LAS	963	126	13.08%	5	18	1	69	30
Election Day		85	8.83%	3	15	1	47	19
In-Office/Early Vote		28	2.91%	2	3	0	14	9
Mail		13	1.35%	0	0	0	8	2
	45,348	11,983	26.42%	282	1,199	178	7,235	2,600

***** Insufficient Turnout to Protect Voter Privacy *****

***** Insufficient Turnout to Protect Voter Privacy *****

***** Insufficient Turnout to Protect Voter Privacy *****

Candidates

- 1 CHRISTOFF, CHRIS P.
- 2 GRAY, LINDA
- 3 HOLDER, PAUL
- 4 MCDONALD, MICHAEL J.
- 5 MILLER, STEVE

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999

5/5/99

City Councilman, Ward 3, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	
2056 - LAS	91	38	41.76%	6	2	3	1	13	1	11	
Election Day		31	34.07%	6	1	3	1	10	1	8	
In-Office/Early Vote		2	2.20%		*****	Insufficient Turnout to Protect Voter Privacy					*****
Mail		5	5.49%		*****	Insufficient Turnout to Protect Voter Privacy					*****
2057 - LAS	117	8	6.84%		*****	Insufficient Turnout to Protect Voter Privacy					*****
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	
Mail		8	6.84%		*****	Insufficient Turnout to Protect Voter Privacy					*****
2058 - LAS	434	94	21.66%	1	4	6	2	59	1	20	
Election Day		52	11.98%	1	0	5	1	37	1	7	
In-Office/Early Vote		31	7.14%	0	2	1	1	14	0	13	
Mail		11	2.53%	0	2	0	0	8	0	0	
2059 - LAS	281	41	14.59%	1	0	2	2	15	3	14	
In-Office/Early Vote		2	0.71%		*****	Insufficient Turnout to Protect Voter Privacy					*****
Mail		39	13.88%	1	0	2	2	15	3	13	
2060 - LAS	153	37	24.18%	0	2	3	1	27	1	2	
In-Office/Early Vote		1	0.65%		*****	Insufficient Turnout to Protect Voter Privacy					*****
Mail		36	23.53%	0	2	3	1	26	1	2	
2061 - LAS	425	113	26.59%	3	0	2	0	91	0	15	
Election Day		81	19.06%	1	0	2	0	67	0	11	
In-Office/Early Vote		24	5.65%	2	0	0	0	19	0	3	
Mail		8	1.88%		*****	Insufficient Turnout to Protect Voter Privacy					*****
2062 - LAS	880	183	20.80%	16	4	9	3	103	6	39	
Election Day		124	14.09%	10	3	9	1	75	6	19	
In-Office/Early Vote		47	5.34%	5	0	0	1	24	0	17	
Mail		12	1.36%	1	1	0	1	4	0	3	
2063 - LAS	844	68	8.06%	1	2	15	2	27	1	19	
Election Day		44	5.21%	1	0	13	1	15	1	12	
In-Office/Early Vote		17	2.01%	0	1	1	1	9	0	5	
Mail		7	0.83%		*****	Insufficient Turnout to Protect Voter Privacy					*****
2064 - LAS	0	0	0.00%	0	0	0	0	0	0	0	
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	
Mail		0	0.00%	0	0	0	0	0	0	0	
2065 - LAS	992	226	22.78%	9	5	13	2	136	2	53	
Election Day		173	17.44%	8	2	10	2	94	2	50	
In-Office/Early Vote		32	3.23%	0	3	3	0	24	0	2	
Mail		21	2.12%	1	0	0	0	18	0	1	
2066 - LAS	896	118	13.17%	3	6	5	1	55	8	38	
Election Day		74	8.26%	0	2	3	1	38	5	25	
In-Office/Early Vote		33	3.68%	3	3	2	0	13	1	11	
Mail		11	1.23%	0	1	0	0	4	2	2	
2067 - LAS	569	88	15.47%	8	3	4	2	38	1	28	
Election Day		66	11.60%	7	1	4	2	24	1	24	
In-Office/Early Vote		17	2.99%	1	2	0	0	10	0	3	
Mail		5	0.88%		*****	Insufficient Turnout to Protect Voter Privacy					*****
2068 - LAS	901	144	15.98%	11	4	17	2	50	3	51	
Election Day		78	8.66%	5	1	17	0	31	2	22	
In-Office/Early Vote		38	4.22%	5	0	0	2	11	0	19	

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999

5/5/99

City Councilman, Ward 3, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7
Mail		28	3.11%	1	3	0	0	8	1	10
2069 - LAS	1,018	186	18.27%	7	3	13	2	90	1	65
Election Day		150	14.73%	7	3	9	2	70	1	54
In-Office/Early Vote		22	2.16%	0	0	3	0	13	0	6
Mail		14	1.38%	0	0	1	0	7	0	5
2070 - LAS	953	243	25.50%	8	6	20	1	134	2	65
Election Day		179	18.78%	6	6	17	1	93	0	51
In-Office/Early Vote		40	4.20%	1	0	2	0	26	1	9
Mail		24	2.52%	1	0	1	0	15	1	5
2071 - LAS	1,624	273	16.81%	13	5	25	8	112	5	96
Election Day		197	12.13%	12	3	21	7	75	1	75
In-Office/Early Vote		56	3.45%	0	0	4	1	30	1	18
Mail		20	1.23%	1	2	0	0	7	3	3
2072 - LAS	597	94	15.75%	4	1	4	7	46	1	29
Election Day		72	12.06%	4	0	3	5	35	1	23
In-Office/Early Vote		15	2.51%	0	1	1	2	7	0	3
Mail		7	1.17%							
					*****	Insufficient Turnout to Protect Voter Privacy				
2073 - LAS	859	148	17.23%	6	5	8	2	72	3	42
Election Day		109	12.69%	3	3	5	1	56	3	32
In-Office/Early Vote		26	3.03%	2	2	0	0	11	0	8
Mail		13	1.51%	1	0	3	1	5	0	2
2074 - LAS	1,493	196	13.13%	7	4	19	3	96	2	59
Election Day		147	9.85%	6	3	13	3	69	1	48
In-Office/Early Vote		42	2.81%	0	1	5	0	25	1	9
Mail		7	0.47%							
					*****	Insufficient Turnout to Protect Voter Privacy				
4028 - LAS	996	289	29.02%	32	22	141	2	45	5	35
Election Day		237	23.80%	20	19	128	1	34	2	27
In-Office/Early Vote		43	4.32%	12	3	9	0	10	2	7
Mail		9	0.90%							
					*****	Insufficient Turnout to Protect Voter Privacy				
4029 - LAS	694	142	20.46%	15	7	51	0	38	3	23
Election Day		119	17.15%	11	6	47	0	32	3	16
In-Office/Early Vote		15	2.16%	4	1	3	0	4	0	3
Mail		8	1.15%							
					*****	Insufficient Turnout to Protect Voter Privacy				
4030 - LAS	611	142	23.24%	11	9	85	1	16	3	11
Election Day		111	18.17%	6	4	75	1	7	3	10
In-Office/Early Vote		23	3.76%	5	4	7	0	6	0	1
Mail		8	1.31%							
					*****	Insufficient Turnout to Protect Voter Privacy				
4031 - LAS	380	87	22.89%	7	3	42	0	19	2	11
Election Day		60	15.79%	4	2	35	0	12	1	4
In-Office/Early Vote		21	5.53%	3	1	5	0	6	1	5
Mail		6	1.58%							
					*****	Insufficient Turnout to Protect Voter Privacy				
4032 - LAS	1,227	227	18.50%	18	11	47	4	83	2	49
Election Day		120	9.78%	10	5	38	2	34	1	26
In-Office/Early Vote		73	5.95%	6	4	9	1	30	1	18
Mail		34	2.77%	2	2	0	1	19	0	5

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999
5/5/99

City Councilman, Ward 3, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	
4033 - LAS	118	27	22.88%	1	2	2	0	14	0	8	
Election Day		11	9.32%	1	1	2	0	2	0	5	
In-Office/Early Vote		10	8.47%		*****	Insufficient Turnout to Protect Voter Privacy					*****
Mail		6	5.08%		*****	Insufficient Turnout to Protect Voter Privacy					*****
4034 - LAS	541	133	24.58%	8	2	53	1	39	0	28	
Election Day		100	18.48%	4	2	44	1	26	0	21	
In-Office/Early Vote		21	3.88%	2	0	7	0	9	0	3	
Mail		12	2.22%	2	0	2	0	4	0	4	
4035 - LAS	18	3	16.67%		*****	Insufficient Turnout to Protect Voter Privacy					*****
In-Office/Early Vote		2	11.11%		*****	Insufficient Turnout to Protect Voter Privacy					*****
Mail		1	5.56%		*****	Insufficient Turnout to Protect Voter Privacy					*****
4036 - LAS	709	162	22.85%	8	5	57	3	42	3	40	
Election Day		126	17.77%	7	4	51	3	26	2	30	
In-Office/Early Vote		26	3.67%	0	1	5	0	13	1	5	
Mail		10	1.41%		*****	Insufficient Turnout to Protect Voter Privacy					*****
4037 - LAS	1,617	363	22.45%	34	18	183	2	64	6	52	
Election Day		305	18.86%	25	13	169	2	45	4	44	
In-Office/Early Vote		40	2.47%	7	2	10	0	13	2	5	
Mail		18	1.11%	2	3	4	0	6	0	3	
4038 - LAS	1,109	111	10.01%	5	3	8	2	42	4	45	
Election Day		59	5.32%	2	2	6	1	18	3	26	
In-Office/Early Vote		45	4.06%	3	1	2	1	20	1	17	
Mail		7	0.63%		*****	Insufficient Turnout to Protect Voter Privacy					*****
4039 - LAS	961	206	21.44%	16	4	15	6	103	3	52	
Election Day		106	11.03%	11	2	4	1	58	0	29	
In-Office/Early Vote		74	7.70%	4	0	8	5	34	3	19	
Mail		26	2.71%	1	2	3	0	11	0	4	
4040 - LAS	702	191	27.21%	2	3	9	5	128	5	38	
Election Day		133	18.95%	2	3	2	5	90	2	28	
In-Office/Early Vote		45	6.41%	0	0	5	0	30	3	7	
Mail		13	1.85%	0	0	2	0	8	0	3	
4041 - LAS	71	37	52.11%	1	2	1	3	21	1	4	
In-Office/Early Vote		1	1.41%		*****	Insufficient Turnout to Protect Voter Privacy					*****
Mail		36	50.70%	1	2	0	3	21	1	4	
4042 - LAS	452	66	14.60%	4	1	6	3	39	4	9	
Election Day		40	8.85%	0	0	6	2	25	1	6	
In-Office/Early Vote		17	3.76%	4	1	0	1	10	0	1	
Mail		9	1.99%		*****	Insufficient Turnout to Protect Voter Privacy					*****
4043 - LAS	160	50	31.25%	7	4	4	1	18	1	10	
In-Office/Early Vote		2	1.25%		*****	Insufficient Turnout to Protect Voter Privacy					*****
Mail		48	30.00%	6	4	4	1	18	1	9	
4044 - LAS	362	31	8.56%	3	0	0	5	16	0	7	
In-Office/Early Vote		1	0.28%		*****	Insufficient Turnout to Protect Voter Privacy					*****
Mail		30	8.29%	2	0	0	5	16	0	7	
4045 - LAS	326	39	11.96%	5	1	1	1	14	3	12	
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

City Councilman, Ward 3, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	
Mail		39	11.96%	5	1	1	1	14	3	12	
4046 - LAS	253	29	11.46%	2	1	3	1	13	0	5	
In-Office/Early Vote		5	1.98%		*****	Insufficient Turnout to Protect Voter Privacy					*****
Mail		24	9.49%	1	0	3	0	11	0	5	
4047 - LAS	69	25	36.23%	2	2	1	1	15	0	1	
In-Office/Early Vote		4	5.80%		*****	Insufficient Turnout to Protect Voter Privacy					*****
Mail		21	30.43%	2	2	0	1	14	0	1	
4048 - LAS	536	113	21.08%	3	3	1	4	72	0	25	
Election Day		51	9.51%	3	1	0	4	29	0	13	
In-Office/Early Vote		41	7.65%	0	2	1	0	30	0	7	
Mail		21	3.92%	0	0	0	0	13	0	5	
4049 - LAS	723	124	17.15%	8	2	2	0	70	1	36	
Election Day		87	12.03%	6	2	1	0	50	1	24	
In-Office/Early Vote		26	3.60%	2	0	0	0	14	0	9	
Mail		11	1.52%	0	0	1	0	6	0	3	
4050 - LAS	182	21	11.54%	3	0	0	0	8	1	5	
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	0	
Mail		21	11.54%	3	0	0	0	8	1	5	
4051 - LAS	885	129	14.58%	5	4	4	3	47	4	54	
Election Day		63	7.12%	2	3	3	2	20	4	29	
In-Office/Early Vote		50	5.65%	3	1	1	0	22	0	18	
Mail		16	1.81%	0	0	0	1	5	0	7	
4052 - LAS	95	23	24.21%	2	1	0	0	12	3	2	
In-Office/Early Vote		2	2.11%		*****	Insufficient Turnout to Protect Voter Privacy					*****
Mail		21	22.11%	2	0	0	0	12	2	2	
4053 - LAS	935	128	13.69%	11	5	3	5	45	0	49	
Election Day		79	8.45%	7	3	1	3	18	0	42	
In-Office/Early Vote		29	3.10%	2	1	2	2	16	0	6	
Mail		20	2.14%	2	1	0	0	11	0	1	
4054 - LAS	895	150	16.76%	4	3	1	4	71	2	59	
Election Day		100	11.17%	4	1	0	1	45	1	46	
In-Office/Early Vote		34	3.80%	0	1	1	2	19	1	9	
Mail		16	1.79%	0	1	0	1	7	0	4	
5001 - LAS	539	106	19.67%	6	0	0	3	48	2	46	
Election Day		67	12.43%	3	0	0	1	32	1	30	
In-Office/Early Vote		18	3.34%	1	0	0	2	5	0	10	
Mail		21	3.90%	2	0	0	0	11	1	6	
5002 - LAS	1,226	221	18.03%	8	7	11	6	111	3	67	
Election Day		143	11.66%	5	4	7	4	75	3	42	
In-Office/Early Vote		48	3.92%	2	0	3	2	23	0	17	
Mail		30	2.45%	1	3	1	0	13	0	8	
5003 - LAS	210	19	9.05%	2	1	0	0	7	0	8	
Election Day		9	4.29%		*****	Insufficient Turnout to Protect Voter Privacy					*****
In-Office/Early Vote		4	1.90%		*****	Insufficient Turnout to Protect Voter Privacy					*****
Mail		6	2.86%		*****	Insufficient Turnout to Protect Voter Privacy					*****

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

City Councilman, Ward 3, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7	
5004 - LAS	413	82	19.85%	4	4	3	1	35	2	29	
Election Day		65	15.74%	4	2	3	1	28	2	24	
In-Office/Early Vote		7	1.69%		*****	Insufficient Turnout to Protect Voter Privacy					*****
Mail		10	2.42%		*****	Insufficient Turnout to Protect Voter Privacy					*****
5005 - LAS	663	162	24.43%	13	10	4	2	73	0	54	
Election Day		131	19.76%	7	8	3	2	61	0	47	
In-Office/Early Vote		18	2.71%	3	2	1	0	6	0	6	
Mail		13	1.96%	3	0	0	0	6	0	1	
5006 - LAS	891	235	26.37%	4	7	10	5	134	6	60	
Election Day		176	19.75%	3	6	9	3	105	3	40	
In-Office/Early Vote		33	3.70%	1	1	0	2	16	0	13	
Mail		26	2.92%	0	0	1	0	13	3	7	
5007 - LAS	424	112	26.42%	0	2	4	2	66	1	27	
Election Day		75	17.69%	0	0	4	0	44	1	21	
In-Office/Early Vote		16	3.77%	0	0	0	0	12	0	2	
Mail		21	4.95%	0	2	0	2	10	0	4	
5008 - LAS	1,141	347	30.41%	11	18	23	2	154	17	102	
Election Day		243	21.30%	7	14	12	2	109	10	78	
In-Office/Early Vote		43	3.77%	0	3	8	0	18	4	9	
Mail		61	5.35%	4	1	3	0	27	3	15	
5009 - LAS	575	199	34.61%	11	2	11	1	102	6	57	
Election Day		143	24.87%	7	1	8	1	77	4	40	
In-Office/Early Vote		31	5.39%	4	1	1	0	12	2	10	
Mail		25	4.35%	0	0	2	0	13	0	7	
5010 - LAS	756	162	21.43%	6	2	5	2	63	1	75	
Election Day		97	12.83%	1	1	3	1	38	1	46	
In-Office/Early Vote		38	5.03%	2	0	0	1	13	0	20	
Mail		27	3.57%	3	1	2	0	12	0	9	
5011 - LAS	828	273	32.97%	15	7	8	2	118	6	99	
Election Day		221	26.69%	12	4	7	2	86	6	91	
In-Office/Early Vote		26	3.14%	3	2	1	0	13	0	4	
Mail		26	3.14%	0	1	0	0	19	0	4	
5012 - LAS	529	153	28.92%	5	8	9	6	67	4	47	
Election Day		97	18.34%	4	4	6	6	41	1	33	
In-Office/Early Vote		31	5.86%	1	4	1	0	9	3	12	
Mail		25	4.73%	0	0	2	0	17	0	2	
5013 - LAS	686	165	24.05%	4	8	6	4	73	4	53	
Election Day		121	17.64%	1	3	6	3	54	2	43	
In-Office/Early Vote		21	3.06%	2	5	0	1	5	2	6	

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

City Councilman, Ward 3, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	7
Mail		23	3.35%	1	0	0	0	14	0	4
	37,635	7,582	20.15%	410	250	982	134	3,317	149	2,043

Candidates

- 1 BROADUS, CHARLES E. 'DOC'
- 2 FLEMING, LIONEL
- 3 MUNFORD, HARVEY J.
- 4 POLIAK, CARLO(S)
- 5 REESE, GARY
- 6 SMITH, BRADLEY LORING
- 7 STUPAK, NEVADA R.

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999
5/5/99

Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
2025 - LAS	894	285	31.88%	13	50	43	93	6	52
Election Day		231	25.84%	9	42	32	80	6	42
In-Office/Early Vote		44	4.92%	3	8	10	10	0	9
Mail		10	1.12%		*****	Insufficient Turnout to Protect Voter Privacy			
2026 - LAS	1,901	481	25.30%	22	100	113	104	20	84
Election Day		320	16.83%	12	78	68	69	12	59
In-Office/Early Vote		134	7.05%	7	20	36	29	6	22
Mail		27	1.42%	3	2	9	6	2	3
2029 - LAS	1,470	221	15.03%	8	50	42	51	9	40
Election Day		127	8.64%	5	35	21	33	5	18
In-Office/Early Vote		72	4.90%	3	11	18	16	4	14
Mail		22	1.50%	0	4	3	2	0	8
2030 - LAS	0	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0
2031 - LAS	0	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0
2032 - LAS	0	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0
2033 - LAS	50	16	32.00%	0	0	5	5	1	2
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		16	32.00%	0	0	5	5	1	2
2034 - LAS	2,346	591	25.19%	25	97	118	147	21	131
Election Day		369	15.73%	8	63	78	97	10	80
In-Office/Early Vote		187	7.97%	17	29	36	39	9	41
Mail		35	1.49%	0	5	4	11	2	10
2035 - LAS	1,251	447	35.73%	13	82	92	124	7	87
Election Day		254	20.30%	6	53	46	86	6	42
In-Office/Early Vote		129	10.31%	4	19	35	32	0	30
Mail		64	5.12%	3	10	11	6	1	15
2036 - LAS	1,862	662	35.55%	23	111	139	143	15	166
Election Day		296	15.90%	11	57	53	69	8	65
In-Office/Early Vote		274	14.72%	11	39	68	62	7	67
Mail		92	4.94%	1	15	18	12	0	34
2037 - LAS	1,952	522	26.74%	24	83	103	140	11	109
Election Day		315	16.14%	13	57	58	90	9	58
In-Office/Early Vote		166	8.50%	8	23	39	37	2	40
Mail		41	2.10%	3	3	6	13	0	11
2038 - LAS	423	109	25.77%	4	18	24	25	2	23
Election Day		58	13.71%	2	9	13	12	2	7
In-Office/Early Vote		40	9.46%	2	6	9	10	0	13
Mail		11	2.60%	0	3	2	3	0	3
2039 - LAS	627	151	24.08%	2	25	27	42	4	34
Election Day		112	17.86%	1	21	20	30	2	25
In-Office/Early Vote		32	5.10%	1	2	6	12	0	8

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999
5/5/99

Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
Mail		7	1.12%		*****	Insufficient Turnout to Protect Voter Privacy *****			
2040 - LAS	0	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0
2041 - LAS	0	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0
2042 - LAS	606	103	17.00%	5	21	26	12	3	24
Election Day		67	11.06%	2	15	20	8	1	13
In-Office/Early Vote		32	5.28%	3	4	6	4	2	9
Mail		4	0.66%		*****	Insufficient Turnout to Protect Voter Privacy *****			
2043 - LAS	680	217	31.91%	15	38	40	53	6	55
Election Day		134	19.71%	9	27	26	31	6	29
In-Office/Early Vote		70	10.29%	6	9	12	18	0	23
Mail		13	1.91%	0	2	2	4	0	3
2044 - LAS	1,071	333	31.09%	20	54	62	98	9	56
Election Day		258	24.09%	19	42	47	70	7	49
In-Office/Early Vote		65	6.07%	1	10	14	27	2	6
Mail		10	0.93%		*****	Insufficient Turnout to Protect Voter Privacy *****			
2045 - LAS	411	133	32.36%	6	32	24	30	5	25
Election Day		92	22.38%	4	24	14	22	5	14
In-Office/Early Vote		34	8.27%	0	6	10	7	0	10
Mail		7	1.70%		*****	Insufficient Turnout to Protect Voter Privacy *****			
2046 - LAS	425	123	28.94%	5	19	29	24	5	33
Election Day		101	23.76%	3	15	23	23	5	25
In-Office/Early Vote		20	4.71%	2	4	5	1	0	7
Mail		2	0.47%		*****	Insufficient Turnout to Protect Voter Privacy *****			
2047 - LAS	657	143	21.77%	2	26	37	37	3	19
Election Day		103	15.68%	0	18	29	31	3	11
In-Office/Early Vote		33	5.02%	2	8	7	5	0	5
Mail		7	1.07%		*****	Insufficient Turnout to Protect Voter Privacy *****			
2048 - LAS	593	140	23.61%	6	31	32	34	4	27
Election Day		97	16.36%	4	22	24	26	3	14
In-Office/Early Vote		30	5.06%	0	6	7	7	0	9
Mail		13	2.19%	2	3	1	1	1	4
2049 - LAS	555	180	32.43%	4	37	38	41	2	46
Election Day		128	23.06%	2	25	27	37	0	30
In-Office/Early Vote		38	6.85%	2	12	6	3	2	9
Mail		14	2.52%	0	0	5	1	0	7
2050 - LAS	6	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0
2051 - LAS	11	4	36.36%		*****	Insufficient Turnout to Protect Voter Privacy *****			
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		4	36.36%		*****	Insufficient Turnout to Protect Voter Privacy *****			

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999

5/5/99

Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
2052 - LAS	0	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0
2053 - LAS	765	117	15.29%	7	21	25	29	4	21
Election Day		70	9.15%	6	10	14	18	3	11
In-Office/Early Vote		42	5.49%	1	10	10	11	1	7
Mail		5	0.65%		*****	Insufficient Turnout to Protect Voter Privacy			
2054 - LAS	439	51	11.62%	2	10	10	13	1	8
Election Day		39	8.88%	2	10	7	10	1	4
In-Office/Early Vote		9	2.05%		*****	Insufficient Turnout to Protect Voter Privacy			
Mail		3	0.68%		*****	Insufficient Turnout to Protect Voter Privacy			
2055 - LAS	83	14	16.87%	1	1	4	1	1	4
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		14	16.87%	1	1	4	1	1	4
2056 - LAS	91	38	41.76%	4	21	4	0	1	8
Election Day		31	34.07%	4	19	2	0	1	5
In-Office/Early Vote		2	2.20%		*****	Insufficient Turnout to Protect Voter Privacy			
Mail		5	5.49%		*****	Insufficient Turnout to Protect Voter Privacy			
2057 - LAS	117	8	6.84%		*****	Insufficient Turnout to Protect Voter Privacy			
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		8	6.84%		*****	Insufficient Turnout to Protect Voter Privacy			
2058 - LAS	434	94	21.66%	9	25	24	12	3	15
Election Day		52	11.98%	4	16	12	9	3	5
In-Office/Early Vote		31	7.14%	4	8	10	2	0	6
Mail		11	2.53%	1	1	2	1	0	4
2059 - LAS	281	41	14.59%	4	9	7	5	4	8
In-Office/Early Vote		2	0.71%		*****	Insufficient Turnout to Protect Voter Privacy			
Mail		39	13.88%	3	8	7	5	4	8
2060 - LAS	153	37	24.18%	3	8	12	0	3	7
In-Office/Early Vote		1	0.65%		*****	Insufficient Turnout to Protect Voter Privacy			
Mail		36	23.53%	3	8	12	0	3	7
2061 - LAS	425	113	26.59%	9	28	24	16	5	24
Election Day		81	19.06%	6	25	17	8	3	18
In-Office/Early Vote		24	5.65%	1	2	6	5	2	6
Mail		8	1.88%		*****	Insufficient Turnout to Protect Voter Privacy			
2062 - LAS	880	183	20.80%	10	49	32	23	14	43
Election Day		124	14.09%	4	37	21	19	7	29
In-Office/Early Vote		47	5.34%	6	9	9	4	6	12
Mail		12	1.36%	0	3	2	0	1	2
2063 - LAS	844	68	8.06%	5	13	16	8	5	18
Election Day		44	5.21%	5	8	10	4	3	12
In-Office/Early Vote		17	2.01%	0	3	4	4	2	3
Mail		7	0.83%		*****	Insufficient Turnout to Protect Voter Privacy			
2064 - LAS	0	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	
2065 - LAS	992	226	22.78%	11	44	41	47	18	41	
Election Day		173	17.44%	9	39	33	31	15	33	
In-Office/Early Vote		32	3.23%	0	3	4	12	1	6	
Mail		21	2.12%	2	2	4	4	2	2	
2066 - LAS	896	118	13.17%	8	28	27	16	5	27	
Election Day		74	8.26%	7	15	17	10	4	18	
In-Office/Early Vote		33	3.68%	1	10	6	4	1	9	
Mail		11	1.23%	0	3	4	2	0	0	
2067 - LAS	569	88	15.47%	3	15	20	13	7	22	
Election Day		66	11.60%	1	12	17	8	7	16	
In-Office/Early Vote		17	2.99%	2	3	3	3	0	5	
Mail		5	0.88%							
					*****	Insufficient Turnout to Protect Voter Privacy				*****
2068 - LAS	901	144	15.98%	9	30	36	26	8	27	
Election Day		78	8.66%	4	15	20	13	6	17	
In-Office/Early Vote		38	4.22%	2	10	5	10	1	9	
Mail		28	3.11%	3	5	11	3	1	1	
2069 - LAS	1,018	186	18.27%	9	30	56	36	8	38	
Election Day		150	14.73%	8	26	48	24	7	30	
In-Office/Early Vote		22	2.16%	0	3	5	8	1	4	
Mail		14	1.38%	1	1	3	4	0	4	
2070 - LAS	953	243	25.50%	11	44	47	32	11	71	
Election Day		179	18.78%	8	31	39	21	8	50	
In-Office/Early Vote		40	4.20%	2	2	5	6	2	18	
Mail		24	2.52%	1	11	3	5	1	3	
2071 - LAS	1,624	273	16.81%	14	45	70	43	15	68	
Election Day		197	12.13%	7	32	50	30	10	53	
In-Office/Early Vote		56	3.45%	3	11	16	11	4	9	
Mail		20	1.23%	4	2	4	2	1	6	
2072 - LAS	597	94	15.75%	4	19	31	12	5	20	
Election Day		72	12.06%	3	17	23	10	2	16	
In-Office/Early Vote		15	2.51%	0	2	5	2	1	3	
Mail		7	1.17%							
					*****	Insufficient Turnout to Protect Voter Privacy				*****
2073 - LAS	859	148	17.23%	8	21	42	27	7	32	
Election Day		109	12.69%	6	17	27	21	6	23	
In-Office/Early Vote		26	3.03%	2	3	11	1	0	8	
Mail		13	1.51%	0	1	4	5	1	1	
2074 - LAS	1,493	196	13.13%	11	45	52	31	7	35	
Election Day		147	9.85%	9	36	38	20	6	25	
In-Office/Early Vote		42	2.81%	2	9	11	10	1	8	
Mail		7	0.47%							
					*****	Insufficient Turnout to Protect Voter Privacy				*****
3001 - LAS	1,102	272	24.68%	11	53	50	65	10	53	
Election Day		169	15.34%	8	28	26	50	6	31	
In-Office/Early Vote		89	8.08%	3	23	18	14	4	21	
Mail		14	1.27%	0	2	6	1	0	1	
3002 - LAS	2,294	621	27.07%	25	123	121	181	16	81	
Election Day		295	12.86%	10	51	56	101	8	38	
In-Office/Early Vote		262	11.42%	12	55	49	68	5	40	
Mail		64	2.79%	3	17	16	12	3	3	

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
3003 - LAS	306	124	40.52%	2	23	16	49	2	21
Election Day		92	30.07%	2	17	9	38	2	16
In-Office/Early Vote		27	8.82%	0	4	6	10	0	5
Mail		5	1.63%		*****	Insufficient Turnout to Protect Voter Privacy *****			
3004 - LAS	10	3	30.00%		*****	Insufficient Turnout to Protect Voter Privacy *****			
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		3	30.00%		*****	Insufficient Turnout to Protect Voter Privacy *****			
3005 - LAS	1,758	1,002	57.00%	36	251	98	300	7	216
Election Day		579	32.94%	15	167	43	194	0	115
In-Office/Early Vote		258	14.68%	10	55	31	61	7	63
Mail		165	9.39%	11	29	24	45	0	38
3006 - LAS	587	334	56.90%	24	69	33	29	4	155
Election Day		177	30.15%	10	54	9	16	2	77
In-Office/Early Vote		68	11.58%	5	10	11	2	1	36
Mail		89	15.16%	9	5	13	11	1	42
3007 - LAS	568	385	67.78%	30	66	74	56	6	65
In-Office/Early Vote		7	1.23%		*****	Insufficient Turnout to Protect Voter Privacy *****			
Mail		378	66.55%	29	64	72	56	6	63
3008 - LAS	1,695	858	50.62%	37	106	116	288	11	220
Election Day		499	29.44%	21	62	60	181	0	137
In-Office/Early Vote		220	12.98%	10	20	45	60	10	56
Mail		139	8.20%	6	24	11	47	1	27
3009 - LAS	1,046	344	32.89%	17	59	52	115	7	55
Election Day		248	23.71%	8	43	38	89	5	36
In-Office/Early Vote		78	7.46%	8	13	10	22	1	15
Mail		18	1.72%	1	3	4	4	1	4
3010 - LAS	1,052	300	28.52%	10	44	73	70	7	69
Election Day		201	19.11%	8	30	43	52	5	51
In-Office/Early Vote		82	7.79%	0	14	25	15	1	15
Mail		17	1.62%	2	0	5	3	1	3
3011 - LAS	0	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0
3012 - LAS	1,983	456	23.00%	18	95	94	95	22	89
Election Day		278	14.02%	12	52	57	66	15	50
In-Office/Early Vote		148	7.46%	6	35	31	22	7	36
Mail		30	1.51%	0	8	6	7	0	3
3013 - LAS	1,766	382	21.63%	15	84	78	91	15	66
Election Day		216	12.23%	2	58	35	54	6	42
In-Office/Early Vote		135	7.64%	11	26	37	26	5	19
Mail		31	1.76%	2	0	6	11	4	5
3014 - LAS	1,680	379	22.56%	14	63	70	86	15	86
Election Day		252	15.00%	10	36	49	58	13	56
In-Office/Early Vote		100	5.95%	3	17	19	23	1	25
Mail		27	1.61%	1	10	2	5	1	5
3015 - LAS	1,365	284	20.81%	17	49	44	71	12	66
Election Day		206	15.09%	10	40	35	55	4	45
In-Office/Early Vote		61	4.47%	4	9	7	15	4	17

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
Mail		17	1.25%	3	0	2	1	4	4
3016 - LAS	828	197	23.79%	8	32	40	44	12	47
Election Day		137	16.55%	5	19	32	33	10	29
In-Office/Early Vote		39	4.71%	0	11	5	7	2	12
Mail		21	2.54%	3	2	3	4	0	6
3017 - LAS	863	172	19.93%	13	23	51	29	5	33
Election Day		111	12.86%	8	15	33	22	1	23
In-Office/Early Vote		52	6.03%	4	5	17	5	4	9
Mail		9	1.04%		*****	Insufficient Turnout to Protect Voter Privacy *****			
3018 - LAS	757	113	14.93%	7	19	30	22	5	22
Election Day		76	10.04%	4	11	20	15	3	16
In-Office/Early Vote		26	3.43%	3	2	9	4	2	5
Mail		11	1.45%	0	6	1	3	0	1
3019 - LAS	350	64	18.29%	5	7	11	10	4	23
Election Day		35	10.00%	4	1	6	5	2	15
In-Office/Early Vote		27	7.71%	1	5	5	4	2	8
Mail		2	0.57%		*****	Insufficient Turnout to Protect Voter Privacy *****			
3021 - LAS	0	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0
3022 - LAS	117	59	50.43%	4	12	14	9	3	6
In-Office/Early Vote		2	1.71%		*****	Insufficient Turnout to Protect Voter Privacy *****			
Mail		57	48.72%	4	12	12	9	3	6
3023 - LAS	537	142	26.44%	8	31	32	33	0	21
Election Day		102	18.99%	3	23	23	25	0	17
In-Office/Early Vote		33	6.15%	5	8	8	5	0	4
Mail		7	1.30%		*****	Insufficient Turnout to Protect Voter Privacy *****			
3024 - LAS	408	75	18.38%	4	18	18	17	1	14
Election Day		59	14.46%	3	14	14	16	1	8
In-Office/Early Vote		15	3.68%	1	4	4	1	0	5
Mail		1	0.25%		*****	Insufficient Turnout to Protect Voter Privacy *****			
3025 - LAS	0	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0
3026 - LAS	1,152	311	27.00%	15	53	70	69	8	69
Election Day		206	17.88%	11	31	49	49	7	43
In-Office/Early Vote		75	6.51%	3	16	15	15	1	18
Mail		30	2.60%	1	6	6	5	0	8
3027 - LAS	1,161	197	16.97%	10	39	52	35	5	33
Election Day		137	11.80%	6	33	35	23	4	22
In-Office/Early Vote		39	3.36%	2	4	10	11	0	8
Mail		21	1.81%	2	2	7	1	1	3
3028 - LAS	871	71	8.15%	6	9	21	17	2	9
Election Day		47	5.40%	5	5	14	12	1	4
In-Office/Early Vote		19	2.18%	1	4	5	3	1	4
Mail		5	0.57%		*****	Insufficient Turnout to Protect Voter Privacy *****			

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999
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Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
3029 - LAS	1,094	51	4.66%	3	11	15	12	4	3
Election Day		33	3.02%	2	9	9	6	2	2
In-Office/Early Vote		15	1.37%	1	2	6	4	2	0
Mail		3	0.27%		*****	Insufficient Turnout to Protect Voter Privacy			
3030 - LAS	762	69	9.06%	1	16	5	20	2	16
Election Day		45	5.91%	1	7	4	14	1	12
In-Office/Early Vote		17	2.23%	0	7	1	5	1	1
Mail		7	0.92%		*****	Insufficient Turnout to Protect Voter Privacy			
3031 - LAS	1,531	273	17.83%	19	53	52	45	8	67
Election Day		186	12.15%	11	42	42	30	5	35
In-Office/Early Vote		57	3.72%	5	7	8	13	2	17
Mail		30	1.96%	3	4	2	2	1	15
3032 - LAS	1,234	362	29.34%	19	61	61	72	9	84
Election Day		252	20.42%	13	44	39	57	4	50
In-Office/Early Vote		80	6.48%	6	13	18	11	5	22
Mail		30	2.43%	0	4	4	4	0	12
3033 - LAS	1,520	421	27.70%	14	96	64	63	14	102
Election Day		293	19.28%	11	69	39	47	9	67
In-Office/Early Vote		88	5.79%	0	24	17	14	4	24
Mail		40	2.63%	3	3	8	2	1	11
3034 - LAS	990	601	60.71%	27	163	86	125	4	143
Election Day		364	36.77%	20	117	50	63	2	88
In-Office/Early Vote		140	14.14%	1	34	19	38	1	34
Mail		97	9.80%	6	12	17	24	1	21
3035 - LAS	712	445	62.50%	14	131	58	63	11	137
Election Day		260	36.52%	8	86	34	38	4	77
In-Office/Early Vote		120	16.85%	4	30	19	19	3	33
Mail		65	9.13%	2	15	5	6	4	27
3036 - LAS	853	499	58.50%	24	113	46	97	8	147
Election Day		279	32.71%	14	62	28	67	5	82
In-Office/Early Vote		105	12.31%	8	28	8	18	2	32
Mail		115	13.48%	2	23	10	12	1	33
3037 - LAS	688	405	58.87%	14	122	60	58	5	103
Election Day		239	34.74%	5	77	35	34	2	66
In-Office/Early Vote		90	13.08%	4	28	14	9	1	22
Mail		76	11.05%	5	17	11	15	2	15
3038 - LAS	893	506	56.66%	27	166	67	73	6	121
Election Day		287	32.14%	14	100	40	41	4	70
In-Office/Early Vote		117	13.10%	6	35	14	16	2	30
Mail		102	11.42%	7	31	13	16	0	21
3039 - LAS	1,124	643	57.21%	30	167	73	203	6	106
Election Day		373	33.19%	13	105	35	146	4	50
In-Office/Early Vote		173	15.39%	7	43	25	38	2	38
Mail		97	8.63%	10	19	13	19	0	18
3040 - LAS	1,081	651	60.22%	38	160	82	168	7	123
Election Day		322	29.79%	13	73	29	129	2	43
In-Office/Early Vote		176	16.28%	11	52	31	25	5	39
Mail		153	14.15%	14	35	22	14	0	41

Statement of Vote
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Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
3041 - LAS	2,997	697	23.26%	50	114	137	122	26	145
Election Day		363	12.11%	18	53	73	64	17	79
In-Office/Early Vote		277	9.24%	25	53	54	44	9	60
Mail		57	1.90%	7	8	10	14	0	6
3042 - LAS	1,832	532	29.04%	21	110	98	119	26	96
Election Day		357	19.49%	16	81	64	83	16	61
In-Office/Early Vote		133	7.26%	3	23	30	26	9	27
Mail		42	2.29%	2	6	4	10	1	8
3043 - LAS	1,261	458	36.32%	18	117	64	89	15	69
Election Day		262	20.78%	11	62	29	58	10	38
In-Office/Early Vote		170	13.48%	6	51	27	24	4	29
Mail		26	2.06%	1	4	8	7	1	2
3044 - LAS	1,937	465	24.01%	30	93	84	67	10	97
Election Day		267	13.78%	14	47	47	45	5	58
In-Office/Early Vote		167	8.62%	16	38	33	18	5	32
Mail		31	1.60%	0	8	4	4	0	7
3045 - LAS	1,502	387	25.77%	16	77	69	76	22	86
Election Day		241	16.05%	12	39	44	51	14	54
In-Office/Early Vote		121	8.06%	4	27	22	20	8	28
Mail		25	1.66%	0	11	3	5	0	4
3046 - LAS	2,060	432	20.97%	29	90	90	64	17	99
Election Day		301	14.61%	20	70	59	41	12	76
In-Office/Early Vote		102	4.95%	8	15	17	20	5	21
Mail		29	1.41%	1	5	14	3	0	2
3047 - LAS	883	76	8.61%	2	18	16	9	2	24
Election Day		62	7.02%	2	17	11	7	2	20
In-Office/Early Vote		13	1.47%	0	1	5	2	0	4
Mail		1	0.11%						
***** Insufficient Turnout to Protect Voter Privacy *****									
3048 - LAS	1,644	295	17.94%	13	65	61	58	17	56
Election Day		191	11.62%	7	37	39	40	8	43
In-Office/Early Vote		85	5.17%	1	23	20	16	8	12
Mail		19	1.16%	5	5	2	2	1	1
3049 - LAS	1,673	288	17.21%	23	52	80	62	11	32
Election Day		187	11.18%	17	42	48	35	5	21
In-Office/Early Vote		73	4.36%	4	9	21	22	4	7
Mail		28	1.67%	2	1	11	5	2	4
3050 - LAS	1,242	196	15.78%	8	29	56	29	20	35
Election Day		125	10.06%	6	25	36	19	12	19
In-Office/Early Vote		44	3.54%	2	3	11	6	4	13
Mail		27	2.17%	0	1	9	4	4	3
3051 - LAS	827	160	19.35%	9	42	42	28	2	22
Election Day		108	13.06%	8	28	27	18	2	16
In-Office/Early Vote		40	4.84%	1	11	12	10	0	6
Mail		12	1.45%	0	3	3	0	0	0
3052 - LAS	938	153	16.31%	6	34	44	35	2	23
Election Day		106	11.30%	2	28	25	26	2	18
In-Office/Early Vote		26	2.77%	1	3	13	4	0	4
Mail		21	2.24%	3	3	6	5	0	1

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Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	
3053 - LAS	592	137	23.14%	3	29	44	31	3	19	
Election Day		91	15.37%	2	20	30	22	2	11	
In-Office/Early Vote		33	5.57%	1	4	9	9	1	6	
Mail		13	2.20%	0	5	5	0	0	2	
3054 - LAS	17	7	41.18%		*****	Insufficient Turnout to Protect Voter Privacy				*****
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	
Mail		7	41.18%		*****	Insufficient Turnout to Protect Voter Privacy				*****
3055 - LAS	0	0	0.00%	0	0	0	0	0	0	
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	
Mail		0	0.00%	0	0	0	0	0	0	
3056 - LAS	0	0	0.00%	0	0	0	0	0	0	
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	
		0	0.00%	0	0	0	0	0	0	
3057 - LAS	0	1	0.00%		*****	Insufficient Turnout to Protect Voter Privacy				*****
In-Office/Early Vote		1	0.00%		*****	Insufficient Turnout to Protect Voter Privacy				*****
Mail		0	0.00%	0	0	0	0	0	0	
3058 - LAS	0	0	0.00%	0	0	0	0	0	0	
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	
Mail		0	0.00%	0	0	0	0	0	0	
3059 - LAS	0	0	0.00%	0	0	0	0	0	0	
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	
Mail		0	0.00%	0	0	0	0	0	0	
3060 - LAS	811	120	14.80%	9	28	21	33	3	20	
Election Day		87	10.73%	5	24	11	24	2	15	
In-Office/Early Vote		27	3.33%	3	3	8	7	1	5	
Mail		6	0.74%		*****	Insufficient Turnout to Protect Voter Privacy				*****
3061 - LAS	126	52	41.27%	3	6	8	17	2	8	
In-Office/Early Vote		1	0.79%		*****	Insufficient Turnout to Protect Voter Privacy				*****
Mail		51	40.48%	3	6	8	17	2	7	
3062 - LAS	3	0	0.00%	0	0	0	0	0	0	
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	
Mail		0	0.00%	0	0	0	0	0	0	
3063 - LAS	176	65	36.93%	7	8	14	12	2	11	
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	
Mail		65	36.93%	7	8	14	12	2	11	
3064 - LAS	1	0	0.00%	0	0	0	0	0	0	
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	
Mail		0	0.00%	0	0	0	0	0	0	
3065 - LAS	2	2	100.00%		*****	Insufficient Turnout to Protect Voter Privacy				*****
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	
Mail		2	100.00%		*****	Insufficient Turnout to Protect Voter Privacy				*****
3066 - LAS	213	68	31.92%	4	8	22	17	6	7	
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	
Mail		68	31.92%	4	8	22	17	6	7	
3068 - LAS	157	20	12.74%	1	2	10	2	1	2	
In-Office/Early Vote		1	0.64%		*****	Insufficient Turnout to Protect Voter Privacy				*****

Statement of Vote
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Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
Mail		19	12.10%	1	2	9	2	1	2
3069 - LAS	795	226	28.43%	16	37	60	52	6	32
Election Day		156	19.62%	11	31	45	33	4	19
In-Office/Early Vote		58	7.30%	4	4	12	16	1	13
Mail		12	1.51%	1	2	3	3	1	0
3070 - LAS	205	66	32.20%	1	14	15	19	2	12
Election Day		48	23.41%	1	10	9	13	1	12
In-Office/Early Vote		13	6.34%	0	3	6	4	0	0
Mail		5	2.44%	***** Insufficient Turnout to Protect Voter Privacy *****					
3071 - LAS	751	184	24.50%	11	42	43	44	10	21
Election Day		103	13.72%	7	24	21	28	3	15
In-Office/Early Vote		55	7.32%	4	13	17	11	2	4
Mail		26	3.46%	0	5	5	5	5	2
3072 - LAS	641	156	24.34%	9	35	32	33	3	23
Election Day		90	14.04%	7	21	13	19	1	16
In-Office/Early Vote		47	7.33%	1	11	16	7	2	7
Mail		19	2.96%	1	3	3	7	0	0
3073 - LAS	651	185	28.42%	12	41	40	42	6	21
Election Day		85	13.06%	5	19	17	15	3	15
In-Office/Early Vote		84	12.90%	6	19	21	21	3	6
Mail		16	2.46%	1	3	2	6	0	0
3074 - LAS	1,467	314	21.40%	14	58	87	55	10	53
Election Day		197	13.43%	7	38	51	41	5	32
In-Office/Early Vote		95	6.48%	6	15	29	14	4	18
Mail		22	1.50%	1	5	7	0	1	3
3075 - LAS	2,033	350	17.22%	14	59	100	61	11	68
Election Day		229	11.26%	11	38	67	40	6	41
In-Office/Early Vote		93	4.57%	3	17	25	14	4	24
Mail		28	1.38%	0	4	8	7	1	3
3076 - LAS	507	165	32.54%	7	39	34	22	3	39
Election Day		116	22.88%	4	32	21	17	2	24
In-Office/Early Vote		34	6.71%	2	6	9	4	1	9
Mail		15	2.96%	1	1	4	1	0	6
3077 - LAS	578	129	22.32%	4	22	23	23	2	42
Election Day		94	16.26%	3	21	11	16	1	31
In-Office/Early Vote		29	5.02%	1	0	11	5	1	10
Mail		6	1.04%	***** Insufficient Turnout to Protect Voter Privacy *****					
3078 - LAS	621	145	23.35%	7	30	41	19	5	31
Election Day		99	15.94%	3	22	36	11	1	18
In-Office/Early Vote		33	5.31%	3	6	5	4	2	10
Mail		13	2.09%	1	2	0	4	2	3
3079 - LAS	697	133	19.08%	5	31	28	16	6	39
Election Day		99	14.20%	3	27	20	14	6	25
In-Office/Early Vote		29	4.16%	2	3	6	2	0	13
Mail		5	0.72%	***** Insufficient Turnout to Protect Voter Privacy *****					
3080 - LAS	1,024	233	22.75%	6	49	66	33	5	49
Election Day		167	16.31%	3	37	44	28	5	34

Statement of Vote
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Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
In-Office/Early Vote		52	5.08%	3	11	16	4	0	10
Mail		14	1.37%	0	1	6	1	0	5
3081 - LAS	1,150	171	14.87%	6	38	42	25	2	40
Election Day		74	6.43%	0	14	18	12	2	18
In-Office/Early Vote		66	5.74%	5	14	20	11	0	13
Mail		31	2.70%	1	10	4	2	0	9
3082 - LAS	1,628	283	17.38%	13	42	56	62	18	61
Election Day		201	12.35%	7	33	39	48	14	43
In-Office/Early Vote		76	4.67%	4	8	17	14	4	16
Mail		6	0.37%		*****	Insufficient Turnout to Protect Voter Privacy			
3083 - LAS	1,548	319	20.61%	13	56	78	50	11	87
Election Day		164	10.59%	8	38	39	28	3	39
In-Office/Early Vote		99	6.40%	2	15	28	14	6	27
Mail		56	3.62%	3	3	11	8	2	21
3084 - LAS	1,481	221	14.92%	15	39	54	40	6	47
Election Day		130	8.78%	12	20	35	26	4	20
In-Office/Early Vote		68	4.59%	3	15	13	13	1	19
Mail		23	1.55%	0	4	6	1	1	8
3085 - LAS	1,538	322	20.94%	14	76	66	48	10	67
Election Day		211	13.72%	12	51	38	34	6	45
In-Office/Early Vote		82	5.33%	2	18	20	11	4	16
Mail		29	1.89%	0	7	8	3	0	6
3086 - LAS	1,625	385	23.69%	13	83	67	87	13	76
Election Day		248	15.26%	6	47	42	60	6	57
In-Office/Early Vote		116	7.14%	5	27	25	23	7	13
Mail		21	1.29%	2	9	0	4	0	6
3087 - LAS	1,276	344	26.96%	18	60	68	71	9	73
Election Day		241	18.89%	13	37	48	55	7	50
In-Office/Early Vote		77	6.03%	3	18	16	11	2	17
Mail		26	2.04%	2	5	4	5	0	6
3088 - LAS	675	181	26.81%	8	34	42	36	6	37
Election Day		122	18.07%	5	23	32	24	3	24
In-Office/Early Vote		44	6.52%	2	9	8	10	1	10
Mail		15	2.22%	1	2	2	2	2	3
3089 - LAS	1,935	437	22.58%	26	76	112	54	21	107
Election Day		332	17.16%	19	59	85	40	16	82
In-Office/Early Vote		76	3.93%	4	15	24	9	3	17
Mail		29	1.50%	3	2	3	5	2	8
3090 - LAS	1,723	408	23.68%	32	73	98	52	10	102
Election Day		242	14.05%	19	51	49	32	4	68
In-Office/Early Vote		117	6.79%	8	17	39	14	4	24
Mail		49	2.84%	5	5	10	6	2	10
3091 - LAS	415	110	26.51%	3	17	23	23	4	22
Election Day		81	19.52%	3	15	16	15	4	15
In-Office/Early Vote		21	5.06%	0	2	4	6	0	5
Mail		8	1.93%		*****	Insufficient Turnout to Protect Voter Privacy			

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
3092 - LAS	1,025	326	31.80%	17	55	60	85	12	61
Election Day		229	22.34%	11	44	43	57	7	45
In-Office/Early Vote		80	7.80%	3	8	12	23	5	16
Mail		17	1.66%	3	3	5	5	0	0
3093 - LAS	983	295	30.01%	15	68	51	43	13	61
Election Day		114	11.60%	5	27	21	22	4	23
In-Office/Early Vote		128	13.02%	5	31	27	13	7	28
Mail		53	5.39%	5	10	3	8	2	10
3094 - LAS	208	112	53.85%	10	33	18	11	0	28
Election Day		91	43.75%	8	29	15	7	0	24
In-Office/Early Vote		7	3.37%		*****	Insufficient Turnout to Protect Voter Privacy			
Mail		14	6.73%	2	2	1	2	0	3
3095 - LAS	998	273	27.35%	16	54	52	73	10	47
Election Day		169	16.93%	9	37	29	49	6	32
In-Office/Early Vote		74	7.41%	7	13	12	17	4	13
Mail		30	3.01%	0	4	11	7	0	2
3096 - LAS	187	107	57.22%	3	51	16	10	1	18
Election Day		90	48.13%	3	46	13	9	0	14
In-Office/Early Vote		10	5.35%		*****	Insufficient Turnout to Protect Voter Privacy			
Mail		7	3.74%		*****	Insufficient Turnout to Protect Voter Privacy			
3097 - LAS	936	246	26.28%	13	73	39	47	11	34
Election Day		141	15.06%	5	48	22	24	5	24
In-Office/Early Vote		68	7.26%	7	16	9	15	4	8
Mail		37	3.95%	1	9	8	8	2	2
3098 - LAS	643	124	19.28%	2	26	26	29	1	21
Election Day		83	12.91%	1	16	20	23	0	15
In-Office/Early Vote		22	3.42%	0	7	2	4	0	4
Mail		19	2.95%	1	3	4	2	1	2
3099 - LAS	287	68	23.69%	4	18	14	12	1	15
Election Day		49	17.07%	4	9	10	11	1	11
In-Office/Early Vote		11	3.83%	0	6	2	1	0	1
Mail		8	2.79%		*****	Insufficient Turnout to Protect Voter Privacy			
3100 - LAS	1,178	259	21.99%	8	64	63	54	4	39
Election Day		152	12.90%	7	47	36	27	3	23
In-Office/Early Vote		73	6.20%	1	14	19	18	1	14
Mail		34	2.89%	0	3	8	9	0	2
3101 - LAS	85	26	30.59%	1	3	4	6	2	7
In-Office/Early Vote		1	1.18%		*****	Insufficient Turnout to Protect Voter Privacy			
Mail		25	29.41%	1	3	4	5	2	7
3102 - LAS	1,035	321	31.01%	13	79	67	60	7	65
Election Day		207	20.00%	7	57	44	31	7	49
In-Office/Early Vote		78	7.54%	6	15	14	21	0	11
Mail		36	3.48%	0	7	9	8	0	5
3103 - LAS	731	247	33.79%	9	60	43	42	7	60
Election Day		156	21.34%	7	36	26	27	5	43
In-Office/Early Vote		77	10.53%	2	20	15	13	2	16
Mail		14	1.92%	0	4	2	2	0	1

Statement of Vote
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Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
3104 - LAS	721	282	39.11%	16	55	74	57	4	48
Election Day		150	20.80%	11	38	37	27	2	23
In-Office/Early Vote		103	14.29%	3	13	32	23	2	21
Mail		29	4.02%	2	4	5	7	0	4
3105 - LAS	486	155	31.89%	10	46	28	21	2	28
Election Day		111	22.84%	8	37	18	17	1	19
In-Office/Early Vote		23	4.73%	1	7	4	2	0	5
Mail		21	4.32%	1	2	6	2	1	4
3106 - LAS	387	149	38.50%	6	36	29	16	4	45
Election Day		106	27.39%	4	26	16	11	4	38
In-Office/Early Vote		32	8.27%	2	4	12	3	0	7
Mail		11	2.84%	0	6	1	2	0	0
3107 - LAS	769	312	40.57%	3	73	47	80	3	77
Election Day		170	22.11%	2	41	24	49	2	41
In-Office/Early Vote		119	15.47%	1	28	22	25	1	32
Mail		23	2.99%	0	4	1	6	0	4
3108 - LAS	377	160	42.44%	8	48	19	32	3	38
Election Day		84	22.28%	5	27	13	11	2	19
In-Office/Early Vote		57	15.12%	3	17	6	14	1	13
Mail		19	5.04%	0	4	0	7	0	6
3109 - LAS	422	131	31.04%	2	23	30	27	4	24
Election Day		89	21.09%	1	18	18	15	3	20
In-Office/Early Vote		27	6.40%	0	3	6	10	1	3
Mail		15	3.55%	1	2	6	2	0	1
3110 - LAS	658	196	29.79%	4	56	46	36	6	35
Election Day		130	19.76%	2	40	26	26	4	25
In-Office/Early Vote		49	7.45%	2	13	16	4	2	9
Mail		17	2.58%	0	3	4	6	0	1
3111 - LAS	1,349	329	24.39%	26	70	80	56	14	46
Election Day		157	11.64%	12	44	31	33	10	15
In-Office/Early Vote		122	9.04%	10	18	32	19	3	25
Mail		50	3.71%	4	8	17	4	1	6
3112 - LAS	769	135	17.56%	7	27	43	18	5	19
Election Day		88	11.44%	4	22	30	10	4	10
In-Office/Early Vote		32	4.16%	3	3	11	5	0	6
Mail		15	1.95%	0	2	2	3	1	3
3113 - LAS	1,057	346	32.73%	13	88	93	67	10	35
Election Day		223	21.10%	6	54	56	50	5	22
In-Office/Early Vote		75	7.10%	4	19	26	10	3	9
Mail		48	4.54%	3	15	11	7	2	4
3114 - LAS	202	65	32.18%	0	26	11	14	3	7
Election Day		39	19.31%	0	14	7	9	2	5
In-Office/Early Vote		12	5.94%	0	6	1	3	0	1
Mail		14	6.93%	0	6	3	2	1	1
3115 - LAS	964	395	40.98%	6	165	47	72	4	54
Election Day		257	26.66%	3	106	27	48	3	43
In-Office/Early Vote		108	11.20%	3	46	18	20	1	9
Mail		30	3.11%	0	13	2	4	0	2

Statement of Vote

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Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
3116 - LAS	246	121	49.19%	3	43	13	28	2	21
Election Day		86	34.96%	1	35	9	16	1	14
In-Office/Early Vote		21	8.54%	2	7	0	8	0	4
Mail		14	5.69%	0	1	4	4	1	3
3117 - LAS	652	274	42.02%	15	90	29	37	6	63
Election Day		151	23.16%	10	48	16	19	2	45
In-Office/Early Vote		97	14.88%	4	38	9	15	1	14
Mail		26	3.99%	1	4	4	3	3	4
3118 - LAS	983	349	35.50%	6	132	56	59	5	55
Election Day		174	17.70%	3	72	23	29	4	23
In-Office/Early Vote		133	13.53%	3	48	26	20	1	23
Mail		42	4.27%	0	12	7	10	0	9
3119 - LAS	623	258	41.41%	11	82	50	35	8	31
Election Day		169	27.13%	8	63	30	22	5	17
In-Office/Early Vote		67	10.75%	3	17	11	12	1	10
Mail		22	3.53%	0	2	9	1	2	4
3120 - LAS	483	153	31.68%	10	29	34	29	1	37
Election Day		120	24.84%	7	24	25	25	1	32
In-Office/Early Vote		27	5.59%	2	5	9	3	0	4
Mail		6	1.24%		*****	Insufficient Turnout to Protect Voter Privacy			
3121 - LAS	22	7	31.82%		*****	Insufficient Turnout to Protect Voter Privacy			
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		7	31.82%		*****	Insufficient Turnout to Protect Voter Privacy			
3122 - LAS	0	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0
3123 - LAS	0	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0
3124 - LAS	0	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0
3125 - LAS	422	77	18.25%	4	22	15	16	1	14
Election Day		49	11.61%	1	11	11	10	0	13
In-Office/Early Vote		21	4.98%	3	7	1	6	1	1
Mail		7	1.66%		*****	Insufficient Turnout to Protect Voter Privacy			
3126 - LAS	777	190	24.45%	9	46	49	28	6	34
Election Day		121	15.57%	2	26	29	23	3	26
In-Office/Early Vote		50	6.44%	5	14	15	4	3	5
Mail		19	2.45%	2	6	5	1	0	3
3127 - LAS	1,039	310	29.84%	20	62	62	56	7	60
Election Day		221	21.27%	17	49	41	40	3	42
In-Office/Early Vote		76	7.31%	3	11	16	12	4	18
Mail		13	1.25%	0	2	5	4	0	0
3128 - LAS	1,535	406	26.45%	19	92	58	77	12	97
Election Day		248	16.16%	10	65	29	39	4	70
In-Office/Early Vote		114	7.43%	7	18	17	27	8	23

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	Registered	Turnout	Percent	1	2	3	4	5	6
Mail		44	2.87%	2	9	12	11	0	4
3129 - LAS	1,947	406	20.85%	14	77	93	93	12	74
Election Day		261	13.41%	13	49	56	61	6	52
In-Office/Early Vote		116	5.96%	1	26	26	26	5	21
Mail		29	1.49%	0	2	11	6	1	1
3130 - LAS	2,981	611	20.50%	26	104	143	123	20	119
Election Day		440	14.76%	19	71	103	95	13	82
In-Office/Early Vote		134	4.50%	6	30	36	17	6	28
Mail		37	1.24%	1	3	4	11	1	9
3195 - LAS	1,028	258	25.10%	8	53	53	51	11	46
Election Day		181	17.61%	6	37	38	36	4	32
In-Office/Early Vote		73	7.10%	2	16	15	15	6	11
Mail		4	0.39%		*****	Insufficient Turnout to Protect Voter Privacy			
4028 - LAS	996	289	29.02%	29	129	19	16	7	62
Election Day		237	23.80%	20	113	17	9	5	49
In-Office/Early Vote		43	4.32%	7	14	1	7	1	12
Mail		9	0.90%		*****	Insufficient Turnout to Protect Voter Privacy			
4029 - LAS	694	142	20.46%	10	68	18	5	3	23
Election Day		119	17.15%	6	64	12	3	3	19
In-Office/Early Vote		15	2.16%	4	2	4	2	0	3
Mail		8	1.15%		*****	Insufficient Turnout to Protect Voter Privacy			
4030 - LAS	611	142	23.24%	4	81	14	4	2	26
Election Day		111	18.17%	2	65	9	3	2	22
In-Office/Early Vote		23	3.76%	2	13	3	1	0	3
Mail		8	1.31%		*****	Insufficient Turnout to Protect Voter Privacy			
4031 - LAS	380	87	22.89%	5	39	13	6	1	18
Election Day		60	15.79%	4	29	8	1	0	13
In-Office/Early Vote		21	5.53%	1	8	5	3	0	4
Mail		6	1.58%		*****	Insufficient Turnout to Protect Voter Privacy			
4032 - LAS	1,227	227	18.50%	19	72	41	19	10	38
Election Day		120	9.78%	10	45	17	10	4	22
In-Office/Early Vote		73	5.95%	4	21	18	2	6	11
Mail		34	2.77%	5	6	6	7	0	5
4033 - LAS	118	27	22.88%	1	10	4	6	1	4
Election Day		11	9.32%	0	6	0	1	1	3
In-Office/Early Vote		10	8.47%		*****	Insufficient Turnout to Protect Voter Privacy			
Mail		6	5.08%		*****	Insufficient Turnout to Protect Voter Privacy			
4034 - LAS	541	133	24.58%	6	53	22	18	4	22
Election Day		100	18.48%	4	44	19	9	3	13
In-Office/Early Vote		21	3.88%	2	7	2	4	1	5
Mail		12	2.22%	0	2	1	5	0	4
4035 - LAS	18	3	16.67%		*****	Insufficient Turnout to Protect Voter Privacy			
In-Office/Early Vote		2	11.11%		*****	Insufficient Turnout to Protect Voter Privacy			
Mail		1	5.56%		*****	Insufficient Turnout to Protect Voter Privacy			
4036 - LAS	709	162	22.85%	7	57	27	18	4	42
Election Day		126	17.77%	7	49	19	9	2	36

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	Registered	Turnout	Percent	1	2	3	4	5	6	
In-Office/Early Vote		26	3.67%	0	6	7	3	2	6	
Mail		10	1.41%		*****	Insufficient Turnout to Protect Voter Privacy				*****
4037 - LAS	1,617	363	22.45%	28	174	32	19	2	86	
Election Day		305	18.86%	21	153	23	11	1	80	
In-Office/Early Vote		40	2.47%	5	13	7	6	0	6	
Mail		18	1.11%	2	8	2	2	1	0	
4038 - LAS	1,109	111	10.01%	5	20	35	10	3	27	
Election Day		59	5.32%	1	10	19	6	0	18	
In-Office/Early Vote		45	4.06%	3	8	15	3	3	8	
Mail		7	0.63%		*****	Insufficient Turnout to Protect Voter Privacy				*****
4039 - LAS	961	206	21.44%	13	62	43	31	13	30	
Election Day		106	11.03%	6	33	16	19	10	15	
In-Office/Early Vote		74	7.70%	7	25	16	8	2	12	
Mail		26	2.71%	0	4	11	4	1	3	
4040 - LAS	702	191	27.21%	12	49	43	25	13	32	
Election Day		133	18.95%	9	30	28	18	10	28	
In-Office/Early Vote		45	6.41%	0	15	14	5	3	4	
Mail		13	1.85%	3	4	1	2	0	0	
4041 - LAS	71	37	52.11%	2	1	15	5	6	3	
In-Office/Early Vote		1	1.41%		*****	Insufficient Turnout to Protect Voter Privacy				*****
Mail		36	50.70%	2	1	15	5	5	3	
4042 - LAS	452	66	14.60%	5	14	13	8	6	12	
Election Day		40	8.85%	2	9	7	5	4	8	
In-Office/Early Vote		17	3.76%	3	5	3	0	1	2	
Mail		9	1.99%		*****	Insufficient Turnout to Protect Voter Privacy				*****
4043 - LAS	160	50	31.25%	2	13	17	6	0	4	
In-Office/Early Vote		2	1.25%		*****	Insufficient Turnout to Protect Voter Privacy				*****
Mail		48	30.00%	2	13	17	5	0	4	
4044 - LAS	362	31	8.56%	2	5	5	6	5	5	
In-Office/Early Vote		1	0.28%		*****	Insufficient Turnout to Protect Voter Privacy				*****
Mail		30	8.29%	2	4	5	6	5	5	
4045 - LAS	326	39	11.96%	4	6	14	4	1	5	
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	
Mail		39	11.96%	4	6	14	4	1	5	
4046 - LAS	253	29	11.46%	4	6	4	6	2	3	
In-Office/Early Vote		5	1.98%		*****	Insufficient Turnout to Protect Voter Privacy				*****
Mail		24	9.49%	3	4	4	6	2	2	
4047 - LAS	69	25	36.23%	2	2	2	7	2	6	
In-Office/Early Vote		4	5.80%		*****	Insufficient Turnout to Protect Voter Privacy				*****
Mail		21	30.43%	2	1	2	6	1	6	
4048 - LAS	536	113	21.08%	7	26	26	16	7	8	
Election Day		51	9.51%	4	14	14	7	5	4	
In-Office/Early Vote		41	7.65%	1	7	11	7	2	3	
Mail		21	3.92%	2	5	1	2	0	1	

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	Registered	Turnout	Percent	1	2	3	4	5	6
4049 - LAS	723	124	17.15%	9	26	23	25	8	22
Election Day		87	12.03%	7	19	14	18	6	17
In-Office/Early Vote		26	3.60%	1	4	6	4	2	4
Mail		11	1.52%	1	3	3	3	0	1
4050 - LAS	182	21	11.54%	2	5	9	0	1	1
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		21	11.54%	2	5	9	0	1	1
4051 - LAS	885	129	14.58%	5	29	36	12	5	32
Election Day		63	7.12%	3	14	16	6	3	20
In-Office/Early Vote		50	5.65%	2	10	14	5	2	11
Mail		16	1.81%	0	5	6	1	0	1
4052 - LAS	95	23	24.21%	5	6	3	3	0	3
In-Office/Early Vote		2	2.11%		*****	Insufficient Turnout to Protect Voter Privacy			
Mail		21	22.11%	4	6	2	3	0	3
4053 - LAS	935	128	13.69%	4	27	36	14	7	25
Election Day		79	8.45%	3	20	18	11	3	18
In-Office/Early Vote		29	3.10%	1	2	14	2	2	5
Mail		20	2.14%	0	5	4	1	2	2
4054 - LAS	895	150	16.76%	8	20	49	16	6	32
Election Day		100	11.17%	4	13	32	9	5	26
In-Office/Early Vote		34	3.80%	2	5	15	5	1	4
Mail		16	1.79%	2	2	2	2	0	2
4055 - LAS	770	98	12.73%	8	17	31	13	3	20
Election Day		67	8.70%	5	10	22	9	3	13
In-Office/Early Vote		27	3.51%	3	4	9	4	0	7
Mail		4	0.52%		*****	Insufficient Turnout to Protect Voter Privacy			
4056 - LAS	749	81	10.81%	4	26	19	9	3	9
Election Day		39	5.21%	1	16	10	4	0	4
In-Office/Early Vote		32	4.27%	1	8	6	5	3	4
Mail		10	1.34%		*****	Insufficient Turnout to Protect Voter Privacy			
4057 - LAS	193	45	23.32%	0	7	19	6	2	5
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		45	23.32%	0	7	19	6	2	5
4058 - LAS	0	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0
4059 - LAS	814	113	13.88%	8	27	26	20	5	20
Election Day		79	9.71%	5	18	17	14	2	17
In-Office/Early Vote		28	3.44%	3	9	7	2	3	3
Mail		6	0.74%		*****	Insufficient Turnout to Protect Voter Privacy			
4060 - LAS	138	49	35.51%	4	11	10	11	0	5
Election Day		23	16.67%	1	8	4	4	0	4
In-Office/Early Vote		16	11.59%	3	3	3	2	0	1
Mail		10	7.25%		*****	Insufficient Turnout to Protect Voter Privacy			
5001 - LAS	539	106	19.67%	8	15	33	11	5	25
Election Day		67	12.43%	5	12	19	7	5	16
In-Office/Early Vote		18	3.34%	0	1	6	1	0	7

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Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
Mail		21	3.90%	3	2	8	3	0	2
5002 - LAS	1,226	221	18.03%	19	51	67	25	8	34
Election Day		143	11.66%	9	35	44	13	4	26
In-Office/Early Vote		48	3.92%	5	8	18	6	3	4
Mail		30	2.45%	5	8	5	6	1	4
5003 - LAS	210	19	9.05%	1	2	6	0	2	7
Election Day		9	4.29%		*****	Insufficient Turnout to Protect Voter Privacy			
In-Office/Early Vote		4	1.90%		*****	Insufficient Turnout to Protect Voter Privacy			
Mail		6	2.86%		*****	Insufficient Turnout to Protect Voter Privacy			
5004 - LAS	413	82	19.85%	2	15	25	18	7	10
Election Day		65	15.74%	1	12	21	14	5	9
In-Office/Early Vote		7	1.69%		*****	Insufficient Turnout to Protect Voter Privacy			
Mail		10	2.42%		*****	Insufficient Turnout to Protect Voter Privacy			
5005 - LAS	663	162	24.43%	8	39	41	29	10	21
Election Day		131	19.76%	8	36	31	22	6	18
In-Office/Early Vote		18	2.71%	0	3	6	5	3	0
Mail		13	1.96%	0	0	4	2	1	3
5006 - LAS	891	235	26.37%	10	74	55	32	5	36
Election Day		176	19.75%	7	57	37	25	4	31
In-Office/Early Vote		33	3.70%	3	9	11	4	1	3
Mail		26	2.92%	0	8	7	3	0	2
5007 - LAS	424	112	26.42%	4	22	32	9	5	26
Election Day		75	17.69%	3	10	23	8	5	19
In-Office/Early Vote		16	3.77%	1	5	1	1	0	6
Mail		21	4.95%	0	7	8	0	0	1
5008 - LAS	1,141	347	30.41%	19	86	73	48	7	77
Election Day		243	21.30%	10	68	52	37	6	50
In-Office/Early Vote		43	3.77%	6	10	11	5	1	6
Mail		61	5.35%	3	8	10	6	0	21
5009 - LAS	575	199	34.61%	2	45	53	28	2	49
Election Day		143	24.87%	2	35	34	19	1	35
In-Office/Early Vote		31	5.39%	0	7	8	5	1	9
Mail		25	4.35%	0	3	11	4	0	5
5010 - LAS	756	162	21.43%	13	32	45	16	8	27
Election Day		97	12.83%	4	23	29	7	5	17
In-Office/Early Vote		38	5.03%	3	3	8	4	3	8
Mail		27	3.57%	6	6	8	5	0	2
5011 - LAS	828	273	32.97%	6	75	53	51	5	53
Election Day		221	26.69%	5	61	42	39	4	47
In-Office/Early Vote		26	3.14%	0	6	8	4	1	1
Mail		26	3.14%	1	8	3	8	0	5
5012 - LAS	529	153	28.92%	15	36	39	17	7	19
Election Day		97	18.34%	10	24	25	12	4	13
In-Office/Early Vote		31	5.86%	4	10	9	1	0	5
Mail		25	4.73%	1	2	5	4	3	1
5013 - LAS	686	165	24.05%	6	43	34	16	5	38
Election Day		121	17.64%	5	32	26	12	3	27

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Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6	
In-Office/Early Vote		21	3.06%	1	4	2	1	2	9	
Mail		23	3.35%	0	7	6	3	0	2	
5014 - LAS	1	0	0.00%	0	0	0	0	0	0	
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0	
Mail		0	0.00%	0	0	0	0	0	0	
6002 - LAS	351	67	19.09%	2	15	12	11	2	16	
Election Day		48	13.68%	2	12	8	8	0	13	
In-Office/Early Vote		15	4.27%	0	3	3	3	0	3	
Mail		4	1.14%		*****	Insufficient Turnout to Protect Voter Privacy				*****
6003 - LAS	665	195	29.32%	9	43	36	56	6	27	
Election Day		120	18.05%	4	26	24	36	3	13	
In-Office/Early Vote		56	8.42%	5	13	10	15	1	9	
Mail		19	2.86%	0	4	2	5	2	5	
6004 - LAS	429	89	20.75%	5	22	20	20	1	12	
Election Day		64	14.92%	3	14	15	18	1	8	
In-Office/Early Vote		20	4.66%	1	6	5	2	0	4	
Mail		5	1.17%		*****	Insufficient Turnout to Protect Voter Privacy				*****
6005 - LAS	574	152	26.48%	5	33	31	48	3	21	
Election Day		120	20.91%	4	25	20	42	2	20	
In-Office/Early Vote		25	4.36%	1	8	8	5	1	0	
Mail		7	1.22%		*****	Insufficient Turnout to Protect Voter Privacy				*****
6006 - LAS	544	129	23.71%	5	35	22	22	2	33	
Election Day		84	15.44%	5	28	13	15	1	15	
In-Office/Early Vote		35	6.43%	0	7	8	3	1	15	
Mail		10	1.84%		*****	Insufficient Turnout to Protect Voter Privacy				*****
6007 - LAS	501	131	26.15%	8	28	21	35	4	19	
Election Day		101	20.16%	6	23	16	29	3	11	
In-Office/Early Vote		19	3.79%	1	4	3	4	1	4	
Mail		11	2.20%	1	1	2	2	0	4	
6008 - LAS	545	92	16.88%	8	18	25	17	4	18	
Election Day		67	12.29%	4	11	21	15	3	13	
In-Office/Early Vote		18	3.30%	2	7	2	2	1	2	
Mail		7	1.28%		*****	Insufficient Turnout to Protect Voter Privacy				*****
6009 - LAS	746	191	25.60%	8	46	47	25	1	41	
Election Day		106	14.21%	5	28	26	16	1	23	
In-Office/Early Vote		59	7.91%	3	15	14	4	0	14	
Mail		26	3.49%	0	3	7	5	0	4	
6010 - LAS	633	138	21.80%	7	26	30	31	6	28	
Election Day		100	15.80%	4	16	19	30	4	22	
In-Office/Early Vote		29	4.58%	1	8	8	1	2	5	
Mail		9	1.42%		*****	Insufficient Turnout to Protect Voter Privacy				*****
6011 - LAS	827	195	23.58%	16	45	36	24	9	46	
Election Day		139	16.81%	13	29	25	19	8	36	
In-Office/Early Vote		38	4.59%	2	11	9	5	1	7	
Mail		18	2.18%	1	5	2	0	0	3	

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
6012 - LAS	712	173	24.30%	15	32	31	37	4	39
Election Day		121	16.99%	11	21	20	29	3	27
In-Office/Early Vote		39	5.48%	4	7	7	5	1	11
Mail		13	1.83%	0	4	4	3	0	1
6013 - LAS	1,034	251	24.27%	12	60	62	31	14	52
Election Day		165	15.96%	4	42	36	23	11	38
In-Office/Early Vote		60	5.80%	5	17	16	7	3	8
Mail		26	2.51%	3	1	10	1	0	6
6014 - LAS	675	66	9.78%	2	16	19	9	2	9
Election Day		43	6.37%	2	9	14	5	1	5
In-Office/Early Vote		12	1.78%	0	4	1	1	1	4
Mail		11	1.63%	0	3	4	3	0	0
6015 - LAS	1,419	383	26.99%	13	74	71	47	13	119
Election Day		250	17.62%	10	49	40	32	5	87
In-Office/Early Vote		101	7.12%	2	19	23	12	4	27
Mail		32	2.26%	1	6	8	3	4	5
6016 - LAS	2,423	607	25.05%	30	107	124	79	16	154
Election Day		388	16.01%	16	71	76	50	8	109
In-Office/Early Vote		165	6.81%	13	30	31	24	6	32
Mail		54	2.23%	1	6	17	5	2	13
6017 - LAS	589	53	9.00%	3	9	13	10	0	15
Election Day		32	5.43%	1	7	8	4	0	10
In-Office/Early Vote		18	3.06%	2	2	5	5	0	3
Mail		3	0.51%						
***** Insufficient Turnout to Protect Voter Privacy *****									
6018 - LAS	691	113	16.35%	1	28	24	26	3	17
Election Day		65	9.41%	1	17	9	20	3	10
In-Office/Early Vote		34	4.92%	0	10	10	6	0	3
Mail		14	2.03%	0	1	5	0	0	4
6019 - LAS	882	187	21.20%	8	29	47	23	10	47
Election Day		126	14.29%	4	19	29	18	6	35
In-Office/Early Vote		46	5.22%	2	8	13	5	3	8
Mail		15	1.70%	2	2	5	0	1	4
6020 - LAS	1,011	290	28.68%	10	58	63	41	18	67
Election Day		220	21.76%	6	50	43	34	16	48
In-Office/Early Vote		53	5.24%	4	7	15	6	2	13
Mail		17	1.68%	0	1	5	1	0	6
6021 - LAS	703	232	33.00%	10	40	40	48	4	65
Election Day		185	26.32%	6	32	31	43	2	49
In-Office/Early Vote		34	4.84%	4	7	5	5	1	10
Mail		13	1.85%	0	1	4	0	1	6
6022 - LAS	821	149	18.15%	10	27	36	20	3	34
Election Day		104	12.67%	7	20	23	17	2	25
In-Office/Early Vote		32	3.90%	3	3	12	1	1	5
Mail		13	1.58%	0	4	1	2	0	4
6023 - LAS	968	134	13.84%	4	26	36	17	5	29
Election Day		96	9.92%	4	18	25	10	4	26
In-Office/Early Vote		20	2.07%	0	3	9	5	0	1
Mail		18	1.86%	0	5	2	2	1	2

Statement of Vote

Clark County

MUNICIPAL PRIMARY 1999

5/5/99

Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
6024 - LAS	1,233	313	25.39%	23	43	74	47	9	81
Election Day		215	17.44%	17	34	51	34	5	53
In-Office/Early Vote		67	5.43%	4	9	16	9	2	21
Mail		31	2.51%	2	0	7	4	2	7
6025 - LAS	1,360	234	17.21%	15	43	63	28	8	51
Election Day		190	13.97%	11	34	51	24	5	43
In-Office/Early Vote		32	2.35%	3	9	7	3	3	5
Mail		12	0.88%	1	0	5	1	0	3
6026 - LAS	1,255	393	31.31%	35	67	79	58	16	87
Election Day		276	21.99%	25	52	51	49	10	59
In-Office/Early Vote		69	5.50%	3	9	20	4	4	16
Mail		48	3.82%	7	6	8	5	2	12
6027 - LAS	0	0	0.00%	0	0	0	0	0	0
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		0	0.00%	0	0	0	0	0	0
6028 - LAS	95	20	21.05%	0	2	10	2	2	2
In-Office/Early Vote		0	0.00%	0	0	0	0	0	0
Mail		20	21.05%	0	2	10	2	2	2
6029 - LAS	551	143	25.95%	5	45	26	23	5	23
Election Day		109	19.78%	3	39	18	16	3	18
In-Office/Early Vote		20	3.63%	2	3	4	6	1	4
Mail		14	2.54%	0	3	4	1	1	1
6030 - LAS	1,050	285	27.14%	15	76	89	34	10	35
Election Day		157	14.95%	5	50	52	16	6	18
In-Office/Early Vote		77	7.33%	6	21	20	9	1	12
Mail		51	4.86%	4	5	17	9	3	5
6031 - LAS	95	57	60.00%	5	13	12	7	0	5
In-Office/Early Vote		1	1.05%		****	Insufficient Turnout to Protect Voter Privacy			
Mail		56	58.95%	5	12	12	7	0	5
6032 - LAS	1,059	233	22.00%	17	52	58	38	7	32
Election Day		97	9.16%	7	26	28	9	3	16
In-Office/Early Vote		91	8.59%	7	19	23	14	3	14
Mail		45	4.25%	3	7	7	15	1	2
6033 - LAS	273	38	13.92%	1	6	16	4	2	2
Election Day		25	9.16%	1	2	13	2	2	1
In-Office/Early Vote		7	2.56%		****	Insufficient Turnout to Protect Voter Privacy			
Mail		6	2.20%		****	Insufficient Turnout to Protect Voter Privacy			
6034 - LAS	963	126	13.08%	11	37	27	19	7	14
Election Day		85	8.83%	9	30	13	11	7	10
In-Office/Early Vote		28	2.91%	2	6	12	4	0	1

Statement of Vote
Clark County
MUNICIPAL PRIMARY 1999
5/5/99

Municipal Judge, Dept. 4, Las Vegas

	Registered	Turnout	Percent	1	2	3	4	5	6
Mail		13	1.35%	0	1	2	4	0	3
	196,846	49,498	25.15%	2,437	10,893	9,926	9,419	1,521	10,081

Candidates

- 1 BARRON, RON
- 2 BROWN, BERT
- 3 DEL VECCHIO, NICHOLAS ANTHONY
- 4 HENDRICKS, CRAIG L.
- 5 LIKER, TONY
- 6 WALSH, JESSIE

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 5

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**OFFICE OF BUSINESS DEVELOPMENT -
CONSENT**

- 4 Approval of a standard Interlocal Agreement between the City and the Las Vegas Valley Water District to provide service to the Downtown Transportation Center Under Project #2315800

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99
under separate actions
(see individual items)****Item 46:****STRICKEN under separate action
(see individual item)**

There was no discussion.

(10:31 - 10:32)

1-435

CITY COUNCIL

MEETING OF

MAY 10, 1999**AGENDA DOCUMENTATION**

TO:

CITY COUNCIL

FROM:

**JEFFREY L. MARESH, DIRECTOR
OFFICE OF BUSINESS DEVELOPMENT**

SUBJECT:

Approval of a standard Interlocal Agreement between the City and the Las Vegas Valley Water District to provide service to the Downtown Transportation Center Under Project #23158

PURPOSE/BACKGROUND

In order to provide water service for the Downtown Transportation Center's new restroom facilities, two existing water meters need to be switched, according to the Regional Transportation Commission's construction managers and utility engineers. The Interlocal Agreement will provide the necessary authority to accomplish this action. A companion item under the Public Works consent agenda grants a standard easement for the placement of the meters.

FISCAL IMPACT

No fiscal impact, RTC pays fees.

RECOMMENDATIONS

It is the recommendation of the Director, Office of Business Development that Council approve this interlocal agreement between the City and the Las Vegas Valley Water District to provide service to the Downtown Transportation Center under project #23158

Agenda Item**4**

Agreement No. 105785

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
DOWNTOWN TRANSPORTATION CENTER REDESIGN**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

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

WHEREAS, the CITY is engaged in the development of real property generally located on the east side of Casino Center Drive, north of Stewart Avenue, further described as Clark County Assessors Parcel Number 139-34-501-001, and has submitted plans for the redevelopment of the transportation center, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the development of the real property as a transportation center and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

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

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

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

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. That this Agreement provides a water commitment on a conditional basis only for a transportation center located on the east side of Casino Center Drive, north of Stewart Avenue. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.
- D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

Agreement No. 105785

- E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

**DOWNTOWN TRANSPORTATION CENTER REDESIGN
SITE UTILITY PLAN**

- F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.
- J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.
- N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements to be not less than twenty (20) feet in width and perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be

Agreement No. 105785

installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

- O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- T. The District, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the District, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

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

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

Agreement No. 105785

- B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.
- C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
 - 1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
 - 2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement, to the extent permitted by law including, but not limited to the provisions in NRS Chapter 41. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.
- J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

Agreement No. 105785

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the 10th
day of May, 1999.

APPROVED AS TO FORM:

Robert J. Sylvan 4-28-99

City Attorney

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS

BY: Jan Lavery Jones
JAN LAVERTY JONES, Mayor

ATTEST:

Patricia Mulroy
PATRICIA MULROY, Secretary
Las Vegas Valley Water District

LAS VEGAS VALLEY WATER DISTRICT

BY: Myrna Williams
MYRNA WILLIAMS, President
Board of Directors

APPROVED:

Charles K. Hauser
for CHARLES K. HAUSER, General Counsel

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 6

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****CITY ATTORNEY - CONSENT**

- | | | |
|---|---|--|
| 5 | Approval of Clark County Regional Flood Control District Second Supplemental Interlocal Contract for the design of flood control improvements for Washington Avenue - Sagman to Las Vegas Creek | <p>McDONALD - Motion to APPROVE:
 Items 4 through 44
 Items 48 through 69
 - carried UNANIMOUSLY</p> <p>Items 45 and 47: ABEYANCE to 5/24/99
 under separate actions
 (see individual items)</p> <p>Item 46: STRICKEN under separate action
 (see individual item)</p> <p>*****</p> <p>There was no discussion.
 (10:31 - 10:32)
 1-435</p> |
| 6 | Approval of Clark County Regional Flood Control District Second Supplemental Interlocal Contract for the design of flood control improvements for the Angel Park Detention Basin Expansion | APPROVED - see above |
| 7 | Approval of Clark County Regional Flood Control District Second Supplemental Interlocal Contract for the design of flood control improvements for Washington Avenue - Interstate 15 to Martin Luther King Boulevard | APPROVED - see above |
| 8 | Approval of Clark County Regional Flood Control District Interlocal Contract for the design and construction of flood control improvements for Owens Avenue System - Rancho Road to Interstate 15 | APPROVED - see above |

AGENDA DOCUMENTATIONMEETING OF
May 10, 1999TO:
City CouncilFROM: Bradford R. Jerbic
City Attorney

SUBJECT: Approval of Clark County Regional Flood Control District Second Supplemental Interlocal Contract for the design of flood control improvements for Washington Avenue - Sagman to Las Vegas Creek.

PURPOSE/BACKGROUND

The Clark County Regional Flood Control District entered into an Interlocal Contract with the City of Las Vegas on July 8, 1995, and a Supplemental Interlocal Contract on December 11, 1997, for the design of the flood control improvements for Washington Avenue - Sagman to Las Vegas Creek. This project is part of the Clark County Regional Flood Control Master Plan Update. The proposed Second Supplemental Interlocal Contract attached hereto amends the aforementioned Interlocal Contract extending the deadline for the completion of this project which is prior to March 3, 2000.

FISCAL IMPACT

None. To be funded by the Clark County Regional Flood Control District.

RECOMMENDATIONS

It is recommended that the City Council approve the attached Second Supplemental Interlocal Contract and authorize the Mayor to execute the same on behalf of the City.

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT**WASHINGTON AVENUE - SAGMAN TO LAS VEGAS CREEK**

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 8th day of April, 1999, by and between the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, created pursuant to Chapter 543 of the Nevada Revised Statutes hereinafter called the "DISTRICT", and the CITY OF LAS VEGAS, a municipal corporation, hereinafter called the 'CITY'.

WITNESSETH:

WHEREAS, an Interlocal Contract for the Washington Avenue - Sagman to Las Vegas Creek dated July 8, 1993 and a Supplemental Interlocal Contract were entered into between the DISTRICT and the CITY for the design of Flood Control improvements described in the DISTRICT Master Plan Update of The Las Vegas Valley (August, 1991; and

WHEREAS, the CITY desires to extend the completion date of this Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the DISTRICT authorizes the CITY to proceed with the Project as it is mutually understood and agreed as follows:

SECTION III - GENERAL paragraph 13 shall be revised to read as follows:

SECTION III - GENERAL

13. The items listed in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to March 3, 2000. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice and may require all sums advanced to the CITY be repaid.

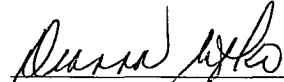
All other sections of the Interlocal Contract dated July 8, 1993 and the Supplemental Interlocal Contract dated December 11, 1997 remain unchanged.

IN WITNESS WHEREOF, this SECOND SUPPLEMENTAL INTERLOCAL CONTRACT is hereby
executed as of the date first set forth above.

DATE OF DISTRICT ACTION:

APR. 08 1999

ATTEST


DEANNA LEFKO
Secretary to the Board

REGIONAL FLOOD CONTROL DISTRICT

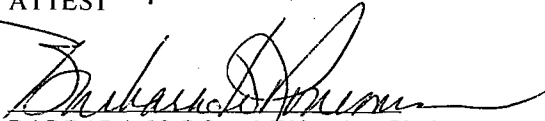
BY: 
LAWRENCE L. BROWN III, Chairman

APPROVED AS TO FORM:

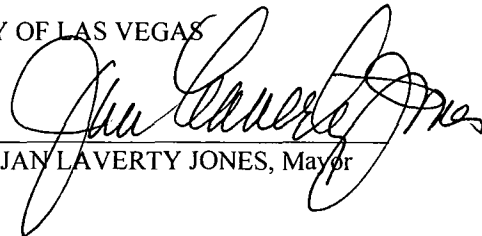

CHRISTOPHER FIGGINS
Deputy District Attorney

DATE OF COUNCIL ACTION:

May 10, 1999
ATTEST


BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS

BY: 
JAN LAVERTY JONES, Mayor

MEETING OF

May 10, 1999

AGENDA DOCUMENTATION**TO:**
City Council**FROM:** Bradford R. Jerbic
City Attorney**SUBJECT:** Approval of the Clark County Regional Flood Control District Second Supplemental Interlocal Contract for the design of flood control improvements for the Angel Park Detention Basin Expansion.**PURPOSE/BACKGROUND**

The Clark County Regional Flood Control District entered into an Interlocal Contract with the City of Las Vegas on November 9, 1995, and a Supplemental Interlocal Contract on December 11, 1997, for the design of the flood control improvements for the Angel Park Detention Basin Expansion. This project is part of the Clark County Regional Flood Control Master Plan Update. The proposed Second Supplemental Interlocal Contract attached hereto amends the aforementioned Interlocal Contract extending the deadline for the completion of this project which is prior to March 3, 2001.

FISCAL IMPACT

None. To be funded by the Clark County Regional Flood Control District.

RECOMMENDATIONS

It is recommended that the City Council approve the attached Second Supplemental Interlocal Contract and authorize the Mayor to execute the same on behalf of the City.

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT**ANGEL PARK DETENTION BASIN EXPANSION**

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 8th day of April, 1999, by and between the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, created pursuant to Chapter 543 of the Nevada Revised Statutes hereinafter called the "DISTRICT", and the CITY OF LAS VEGAS, a municipal corporation, hereinafter called the 'CITY'.

WITNESSETH:

WHEREAS, an Interlocal Contract for the Angel Park Detention Basin Expansion dated November 9, 1995 and a Supplemental Interlocal Contract were entered into between the DISTRICT and the CITY for the design of Flood Control improvements described in the DISTRICT Master Plan Update of The Las Vegas Valley (August, 1991); and

WHEREAS, the CITY desires to extend the completion date of this Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the DISTRICT authorizes the CITY to proceed with the Project as it is mutually understood and agreed as follows:

SECTION III - GENERAL paragraph 16 shall be revised to read as follows:

SECTION III - GENERAL

16. The items listed in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to March 3, 2001. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice and may require all sums advanced to the CITY be repaid.

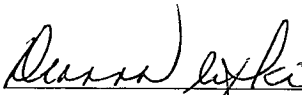
All other sections of the Interlocal Contract dated November 9, 1995 and the Supplemental Interlocal Contract dated December 11, 1997 remain unchanged.

IN WITNESS WHEREOF, this SECOND SUPPLEMENTAL INTERLOCAL CONTRACT is hereby
executed as of the date first set forth above.

DATE OF DISTRICT ACTION:

APR. 08 1999

ATTEST


DEANNA LEFKO
Secretary to the Board

REGIONAL FLOOD CONTROL DISTRICT

BY: 
LAWRENCE L. BROWN III, Chairman

APPROVED AS TO FORM:

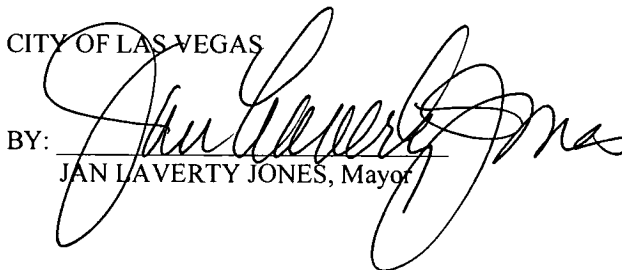

CHRISTOPHER FIGGINS
Deputy District Attorney

DATE OF COUNCIL ACTION:

may 10 1999
ATTEST


BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS

BY: 
JAN LAVERTY JONES, Mayor

MEETING OF
May 10, 1999

AGENDA DOCUMENTATION

TO:
City Council

FROM: Bradford R. Jerbic
City Attorney

SUBJECT: Approval of Clark County Regional Flood Control District Second Supplemental Interlocal Contract for the design of flood control improvements for Washington Avenue - Interstate 15 to Martin Luther King Boulevard.

PURPOSE/BACKGROUND

The Clark County Regional Flood Control District entered into an Interlocal Contract with the City of Las Vegas on July 13, 1995, and a Supplemental Interlocal Contract on December 11, 1997, for the design of the flood control improvements for Washington Avenue - Interstate 15 to Martin Luther King Boulevard. This project is part of the Clark County Regional Flood Control Master Plan Update. The proposed Second Supplemental Interlocal Contract attached hereto amends the aforementioned Interlocal Contract extending the deadline for the completion of this project which is prior to March 3, 2000.

FISCAL IMPACT

None. To be funded by the Clark County Regional Flood Control District.

RECOMMENDATIONS

It is recommended that the City Council approve the attached Second Supplemental Interlocal Contract and authorize the Mayor to execute the same on behalf of the City.

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT**WASHINGTON AVENUE - I-15 TO MARTIN LUTHER KING**

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 8th day of April, 1999, by and between the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, created pursuant to Chapter 543 of the Nevada Revised Statutes hereinafter called the "DISTRICT", and the CITY OF LAS VEGAS, a municipal corporation, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, an Interlocal Contract for the Washington Avenue - I-15 to Martin Luther King dated July 13, 1995 and a Supplemental Interlocal Contract dated December 11, 1997 were entered into between the DISTRICT and the CITY for the design of Flood Control improvements described in the DISTRICT Master Plan Update of The Las Vegas Valley (August, 1991); and

WHEREAS, the CITY desires to extend the completion date of this Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the DISTRICT authorizes the CITY to proceed with the Project as it is mutually understood and agreed as follows:

SECTION III - GENERAL paragraph 14 shall be revised to read as follows:

SECTION III - GENERAL

15. The items listed in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to March 3, 2000. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice and may require all sums advanced to the CITY be repaid.

All other sections of the Interlocal Contract dated July 13, 1995 and the Supplemental Interlocal Contract dated December 11, 1997 remain unchanged.

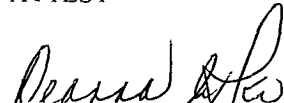
IN WITNESS WHEREOF, this SECOND SUPPLEMENTAL INTERLOCAL CONTRACT is hereby

executed as of the date first set forth above.

DATE OF DISTRICT ACTION:

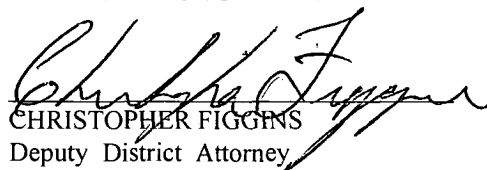
APR. 08 1999

ATTEST



DEANNA LEFKO
Secretary to the Board

APPROVED AS TO FORM:



CHRISTOPHER FIGGINS
Deputy District Attorney

REGIONAL FLOOD CONTROL DISTRICT

BY: 
LAWRENCE L. BROWN III, Chairman

DATE OF COUNCIL ACTION:

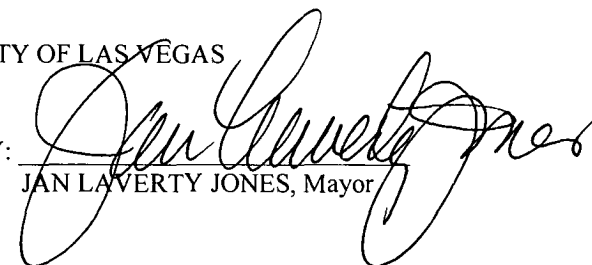
May 10 1999

ATTEST



BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS

BY: 
JAN LAVERTY JONES, Mayor

MEETING OF

May 10, 1999

AGENDA DOCUMENTATION**TO:**
City Council**FROM:** Bradford R. Jerbic
City Attorney**SUBJECT:** Approval of Clark County Regional Flood Control District Interlocal Contract for the design and construction of flood control improvements for Owens Avenue System - Rancho Road to Interstate 15.**PURPOSE/BACKGROUND**

The Clark County Regional Flood Control District is authorized pursuant to Chapter 543 of the Nevada Revised Statutes to fund the design and construction of regional flood control improvements. The City of Las Vegas is proposing to design floodwater facilities consisting of piping and inlet systems, channels, dikes, energy dissipaters, channel structures, channel access and other appurtenances. This Project is of regional flood control significance and part of the 1997 Master Plan Update of the Las Vegas Valley adopted by the Clark County Regional Flood Control District. The total Project costs as set forth in the Agreement shall not exceed \$200,000. The Project was approved by the Clark County Regional Flood Control District on April 8, 1999.

FISCAL IMPACT

None. To be funded by the Clark County Regional Flood Control District.

RECOMMENDATIONS

It is recommended that the City Council approve the attached Interlocal Contract and authorize the Mayor to execute the same on behalf of the City.

INTERLOCAL CONTRACT**OWENS AVENUE SYSTEM - RANCHO ROAD TO I-15**

THIS INTERLOCAL CONTRACT, made and entered into this 8th day of April, 1999 by and between the Clark County Regional Flood Control District, created pursuant to Chapter 543 of the Nevada Revised Statutes, hereinafter called the "DISTRICT" and the City of Las Vegas, a Municipal Corporation, hereinafter called the "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the project is a regional facility identified in the 1997 Master Plan Update of the Las Vegas Valley as LVOW 0000 and 0146 hereinafter referred to as the "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual project priority list; and

WHEREAS, the CITY is prepared to undertake design at this time; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as Clark County, City of Henderson, the City of Las Vegas and the City of North Las Vegas.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION I - SCOPE OF CONTRACT

This INTERLOCAL CONTRACT applies to engineering design of improvements associated with the Owens Avenue System from Rancho Road to I-15. The basic improvements shall consist of floodwater facilities including pipes and inlet systems, channels, dikes, energy dissipaters, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The

improvements shall be funded through DISTRICT funds as herein described. This PROJECT is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. The engineering and design shall not exceed \$200,000.
2. The total cost of this Contract shall not exceed \$200,000 which includes all items described in Paragraph one above.
3. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
4. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and specifications shall show the Regional Flood Control District of Clark County as the funding agency.
2. The CITY will take all reasonable steps possible to avoid delays in the construction of District funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the District. Project funding

can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.

3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.
4. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.
5. The CITY will require appropriate financial security for the construction of the PROJECT.
6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.
7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual and the Uniform Regulations for Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this Contract.
8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.
9. Administrative settlements and acceptance of counter offers involving right-of-way only be made following a review approval by the DISTRICT.
10. The DISTRICT will reimburse the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way acquisition including appraisals, title and

- escrow, negotiations, legal fees, recording fees, etc.
- b. Pre-design Engineering (all work prior to design, excluding right-of-way).
 - c. Design Engineering.
 - d. Construction Engineering.
 - e. Construction (all work after award of construction contract)
 - f. Environmental: Costs incurred by the entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA).
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.
- 11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final PROJECT approval and payment. Following the three-year period, the CITY shall keep records for permanent storage in original form or in microfilm/fiche media.
 - 12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.
 - 13. The CITY will be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its employees, consultants, contractors or agents arising under this Contract and hereby holds the DISTRICT harmless therefrom.
 - 14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
 - 15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to April 30, 2001. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.
 - 16. The CITY, as the administering agency, will provide the DISTRICT with the information required in NRS 543.580 and shall present that information orally to the Citizens' Advisory Committee, Technical Advisory Committee and the Board of Directors.
 - 17. The CITY at its own discretion may use the services of a consultant for the completion of work identified in SECTION I - SCOPE OF PROJECT and the DISTRICT will not be a party to such an agreement. However, the use of any consultant will not entitle CITY to additional funds beyond that specified in SECTION II - PROJECT COSTS as hereinabove set forth.
 - 18. The CITY will provide the DISTRICT with preliminary plans, specifications and cost estimates for review and comments.

IN WITNESS WHEREOF, this INTERLOCAL CONTRACT is hereby executed as of the date first set forth above.

DATE OF DISTRICT ACTION:

APR 08 1999

ATTEST


DEANNA LEFKO, SECRETARY

REGIONAL FLOOD CONTROL DISTRICT

BY:


LAWRENCE L. BROWN III, CHAIRMAN

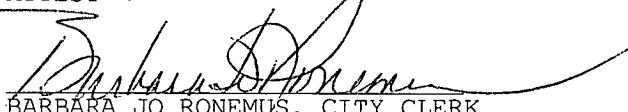
APPROVED AS TO LEGALITY AND FORM:


CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

May 10, 1999

ATTEST


BARBARA JO RONEMUS, CITY CLERK

CITY OF LAS VEGAS

BY:

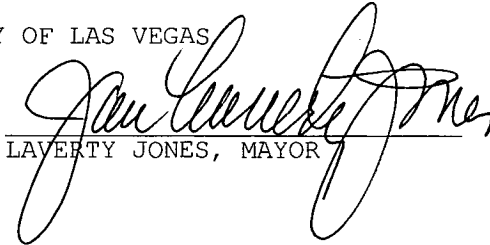
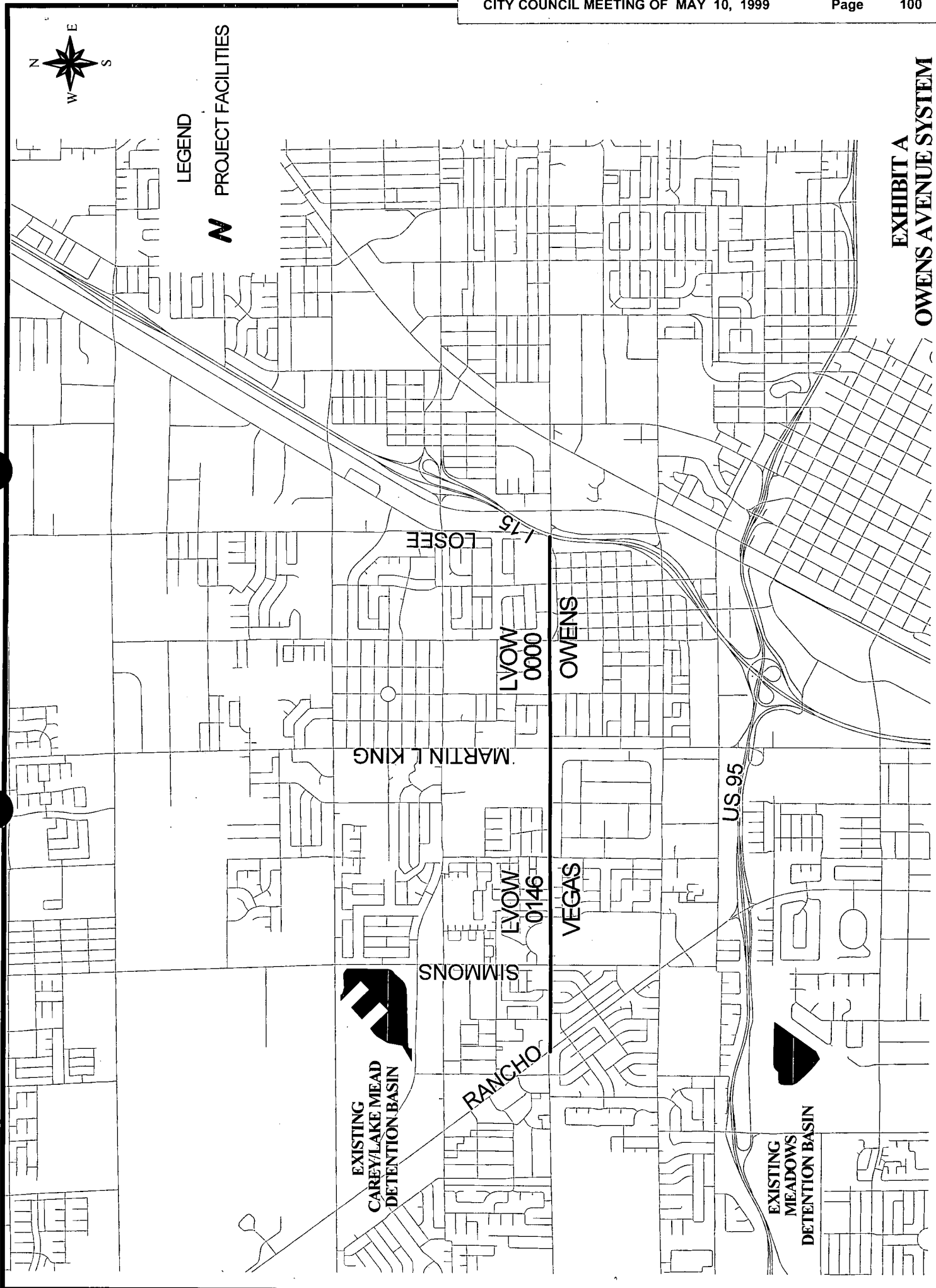

JAN LAVERTY JONES, MAYOR

EXHIBIT A
OWENS AVENUE SYSTEM



CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 7

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****CITY ATTORNEY - CONSENT**

- | | | |
|----|--|--|
| 9 | Approval of Clark County Regional Flood Control District Second Supplemental Interlocal Contract for the Freeway Channel – Alta Drive to Sahara Avenue and Bypass Facility from Wall Street to Sahara Avenue | <p>McDONALD - Motion to APPROVE:
 Items 4 through 44
 Items 48 through 69
 - carried UNANIMOUSLY</p> <p>Items 45 and 47: ABEYANCE to 5/24/99
 under separate actions
 (see individual items)</p> <p>Item 46: STRICKEN under separate action
 (see individual item)</p> <p>*****</p> <p>There was no discussion.
 (10:31 - 10:32)
 1-435</p> |
| 10 | Approval of Clark County Regional Flood Control District Interlocal Contract for the design and construction of flood control improvements for the Upper Washington Avenue Conveyance System Phase 2 Veteran's Memorial Drive to UPRR (Union Pacific Railroad) | APPROVED - see above |
| 11 | Approval of Clark County Regional Flood Control District Third Supplemental Interlocal Contract for the design of flood control improvements for the Upper Washington Avenue Channel and Freeway Channel | APPROVED - see above |

MEETING OF

May 10, 1999

AGENDA DOCUMENTATION

TO:
City Council

FROM: Bradford R. Jerbic
City Attorney

SUBJECT: Approval of the Clark County Regional Flood Control District Second Supplemental Interlocal Contract for the Freeway Channel - Alta Drive to Sahara Avenue and Bypass Facility from Wall Street to Sahara Avenue.

PURPOSE/BACKGROUND

The Clark County Regional Flood Control District entered into an Interlocal Contract with the City of Las Vegas on February 12, 1998, and a Supplemental Interlocal Contract on September 10, 1998, for the engineering and design of the construction of the Freeway Channel from Alta Drive to Wall Street. This project is part of the 1997 Clark County Regional Flood Control Master Plan Update. The proposed Second Supplemental Interlocal Contract attached hereto increases the Scope of the Project, the cost of engineering and design and right-of-way acquisition including easements associated with the Freeway Channel from Alta Drive to Sahara Avenue and the Freeway Channel Bypass Facility from Wall Street to Sahara Avenue. The basic improvements shall consist of floodwater facilities including pipes and inlet systems, channels, embankments, billboard relocation, channel structures and other appurtenances as may be necessary to control floodwaters. The total cost of this Project shall not exceed \$3,827,000.

FISCAL IMPACT

None. To be funded by the Clark County Regional Flood Control District.

RECOMMENDATIONS

It is recommended that the City Council approve the attached Second Supplemental Interlocal Contract and authorize the Mayor to execute the same on behalf of the City.

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
FREEWAY CHANNEL - ALTA DRIVE TO SAHARA AVENUE AND BYPASS FACILITY
FROM WALL STREET TO SAHARA AVENUE

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 8th day of April, 1999 by and between the Clark County Regional Flood Control District, hereinafter called the "DISTRICT" and the City of Las Vegas, a Municipal Corporation, hereinafter called the "CITY".

WITNESSETH

WHEREAS, an interlocal contract for the engineering and design of the construction of the Freeway Channel from Alta Drive to Wall Street dated February 12, 1998 and a supplemental interlocal contract dated September 10, 1998 was entered into between the DISTRICT and the City for construction of the flood control improvements; and

WHEREAS, the project is a regional facility identified in the 1997 Master Plan Update of the Las Vegas Valley as FW15 0038, 0089, 0150, 0214, FWUP 0000 and 0059, hereinafter referred to as the "PROJECT"; and

WHEREAS, the CITY wishes to increase the Scope of Project, the cost of engineering and design and right-of-way acquisition; and

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

SECTION I - SCOPE OF CONTRACT shall be deleted in its entirety and replaced with the following:

SECTION I - SCOPE OF CONTRACT

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT applies to all costs for engineering design, right-of-way improvements and land acquisition including easements associated with the Freeway Channel from Alta Drive to Sahara Avenue and the Freeway Channel Bypass Facility from Wall Street to Sahara Avenue. The basic improvements shall consist of floodwater facilities including pipes and inlet systems, channels, embankments, billboard relocation, channel structures and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This PROJECT is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS shall be deleted in its entirety and replaced with the following:

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. The engineering and design shall not exceed \$1,501,000.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$50,000.
3. Acquisition of right-of-way, permanent and temporary construction easements shall not exceed \$2,276,000.
4. The total cost of this Contract shall not exceed \$3,827,000 which includes all items described in Paragraphs one and two above.
5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
6. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

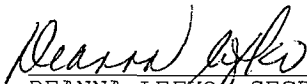
All other sections of the Interlocal Contract dated February 12, 1998 and the Supplemental Interlocal Contract dated September 10, 1998 remain unchanged.

IN WITNESS WHEREOF, this INTERLOCAL CONTRACT is hereby executed as of the date first set forth above.

DATE OF DISTRICT ACTION:

APR. 08 1999

ATTEST


DEANNA LEFKO, SECRETARY

REGIONAL FLOOD CONTROL DISTRICT

BY: 
LAWRENCE L. BROWN III, CHAIRMAN

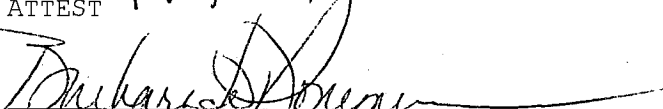
APPROVED AS TO LEGALITY AND FORM:


CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

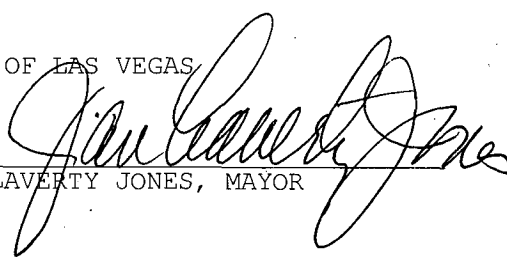
DATE OF COUNCIL ACTION:

May 10, 1999

ATTEST


BARBARA JO RONEMUS, CITY CLERK

CITY OF LAS VEGAS

BY: 
JAN LAVERTY JONES, MAYOR

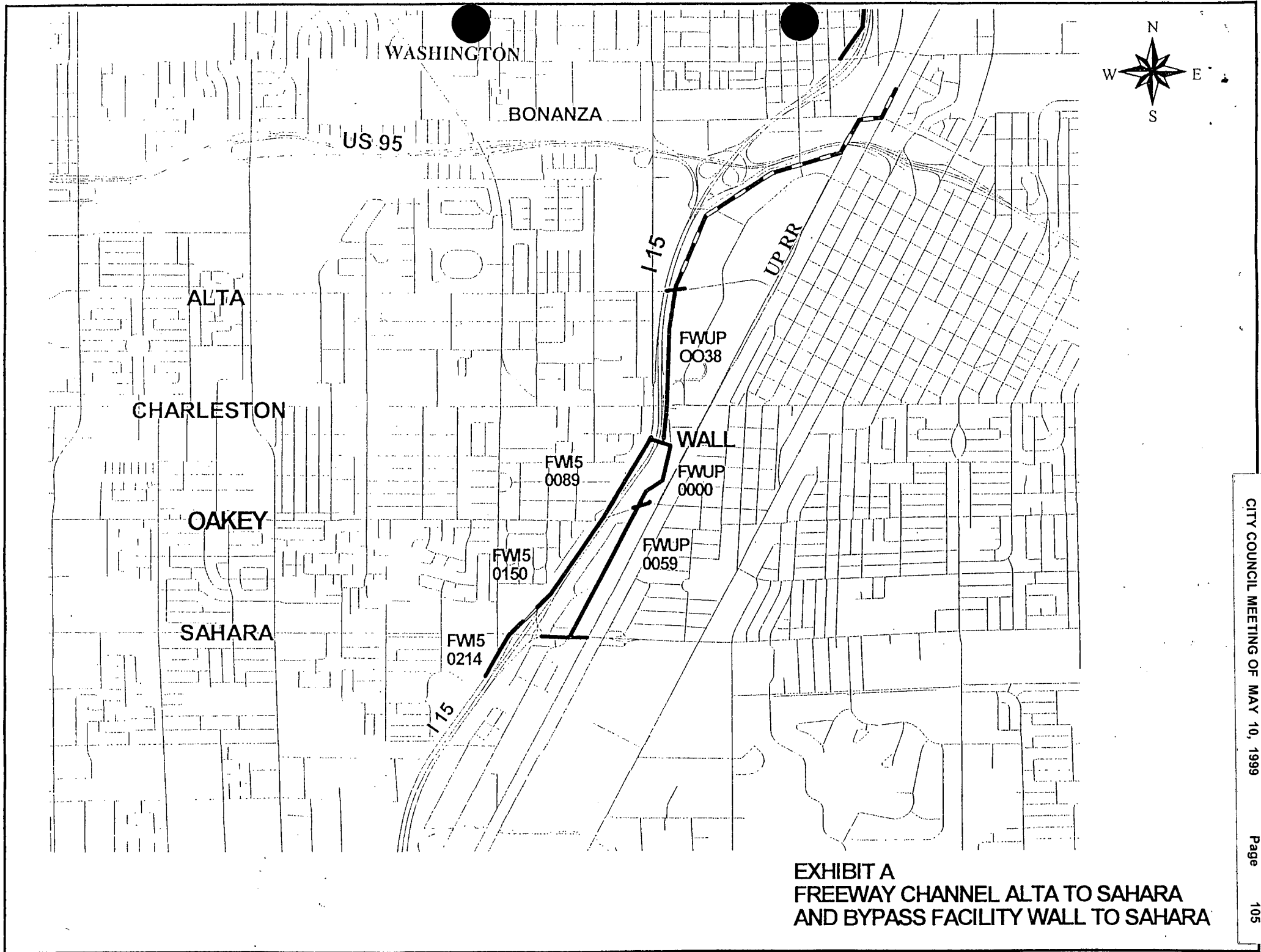


EXHIBIT A
FREEWAY CHANNEL ALTA TO SAHARA
AND BYPASS FACILITY WALL TO SAHARA

MEETING OF

May 10, 1999

AGENDA DOCUMENTATION

TO:
City Council

FROM: Bradford R. Jerbic
City Attorney

SUBJECT: Approval of Clark County Regional Flood Control District Interlocal Contract for the design and construction of flood control improvements for the Upper Washington Avenue Conveyance System Phase 2 Veteran's Memorial Drive to UPRR.

PURPOSE/BACKGROUND

The Clark County Regional Flood Control District is authorized pursuant to Chapter 543 of the Nevada Revised Statutes to fund the design and construction of regional flood control improvements. The City of Las Vegas is proposing to design floodwater facilities consisting of piping and inlet systems, channels, embankments, channel structures and other appurtenances as may be necessary to control floodwaters. This Project is of regional flood control significance and part of the 1997 Master Plan Update of the Las Vegas Valley adopted by the Clark County Regional Flood Control District. The total Project costs as set forth in the Agreement shall not exceed \$6,880,000. The Project was approved by the Clark County Regional Flood Control District on April 8, 1999.

FISCAL IMPACT

None. To be funded by the Clark County Regional Flood Control District.

RECOMMENDATIONS

It is recommended that the City Council approve the attached Interlocal Contract and authorize the Mayor to execute the same on behalf of the City.

INTERLOCAL CONTRACT FOR CONSTRUCTION OF THE

UPPER WASHINGTON AVENUE CONVEYANCE SYSTEM PHASE 2 VETERAN'S MEMORIAL DRIVE TO UPRR

THIS INTERLOCAL CONTRACT, made and entered into as of the 9th day of April, 1999 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and City of Las Vegas, a Municipal Corporation, hereinafter referred to as the "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the project is a regional facility described in the Master Plan with the following structure number obtained from the Master Plan: WAPR 0000 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as Clark County, City of Henderson, the City of Las Vegas and the City of North Las Vegas.

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

SECTION I - SCOPE OF CONTRACT

THIS INTERLOCAL CONTRACT applies to all costs for construction administration, construction engineering, and construction costs to place in service the Upper Washington Avenue Conveyance System Phase 2 - Veteran's Memorial Drive to UPRR. The basic improvements shall consist of floodwater facilities including piping and inlet systems, channels, embankments, channel structures and other appurtenances as may be necessary to control floodwaters.

The improvements shall be funded through DISTRICT funds as herein described. This PROJECT is further identified and shown on the attached Exhibit "A"

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. Construction costs shall not exceed \$6,590,000.
2. Construction engineering and administration shall not exceed \$290,000.
3. The total cost of this Contract shall not exceed \$6,880,000 which includes all items described in Paragraphs 1 and 2 above.
4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the PROJECT.
5. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The DISTRICT shall be shown on the title sheet of both the plans and specifications as the funding agency.
2. The award of bid for this PROJECT shall occur no later than September 20, 1999. The CITY will take all reasonable steps possible to avoid delays in the construction of DISTRICT-funded projects. PROJECT delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the DISTRICT Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited

available funding, whether PROJECT funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the PROJECT and discontinue funding for the remainder of the PROJECT. Funding already spent or appropriated by the CITY will not be required to be refunded to the DISTRICT. Project funding can be reconsidered at any time when the CITY can demonstrate that the PROJECT can proceed on an acceptable schedule.

3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.
4. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.
5. The CITY will require appropriate financial security for PROJECT construction.
6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.
7. Any and all applicable portions of the current editions of the DISTRICT's Policies and Procedures, the Hydrologic Criteria and Drainage Manual and the Uniform Regulations for Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by the Interlocal Contract.
8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including

damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

9. Administrative settlements and acceptance of counter offers involving right-of-way only be made following a review approval by the DISTRICT.
10. The DISTRICT will reimburse the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way acquisition appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)
 - f. Environmental: costs incurred by the entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.
11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard

copy form after final PROJECT approval and payment. Following the three-year period, the CITY shall keep records for permanent storage in original form or in microfilm/fiche media.

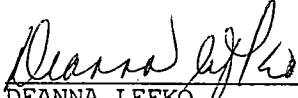
12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.
13. The CITY will be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its employees, consultants, contractors or agents arising under this Contract and hereby holds the DISTRICT harmless therefrom.
14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
15. The CITY, as the administering agency, will provide the DISTRICT with the information required in NRS 543.580 and shall present that information orally to the Citizens' Advisory Committee, Technical Advisory Committee and the Board of Directors.
16. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 30, 2001. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice and may require all sums advanced to the CITY repaid.
17. The CITY at its own discretion may use the services of a consultant for the completion of work identified in SECTION I - SCOPE OF PROJECT and the DISTRICT will not be a party to such an agreement. However, the use of any consultant will not entitle CITY to additional funds beyond that specified in SECTION II - PROJECT COSTS as hereinabove set forth.
18. The CITY will provide the DISTRICT with preliminary plans, specifications and cost estimates for review and comments.

IN WITNESS WHEREOF, this INTERLOCAL CONTRACT is hereby executed as of the date first set forth above.

DATE OF DISTRICT ACTION:

APR. 08 1999

ATTEST


DEANNA LEFKO

Secretary to the Board

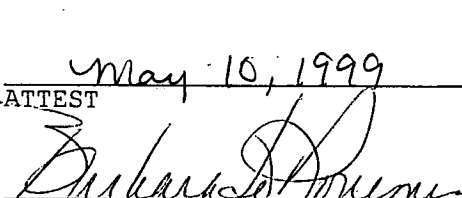
APPROVED AS TO FORM:

BY: 
CHRISTOPHER FIGGINS
Deputy District Attorney

REGIONAL FLOOD CONTROL DISTRICT

BY: 
LAWRENCE L. BROWN, III Chairman

DATE OF COUNCIL ACTION:

may 10, 1999
ATTEST

BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS

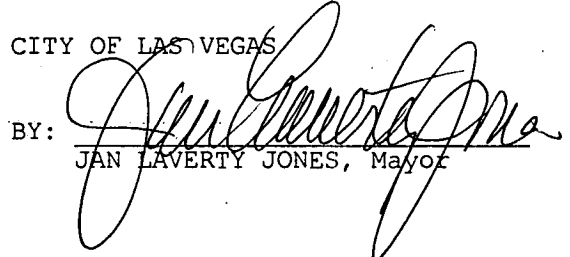
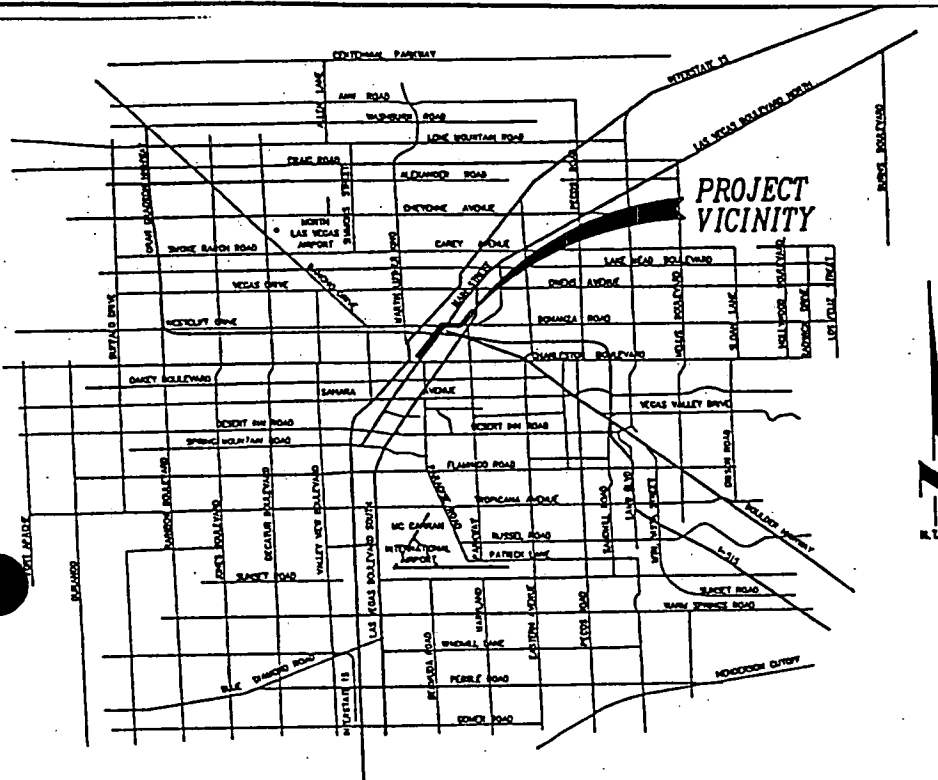
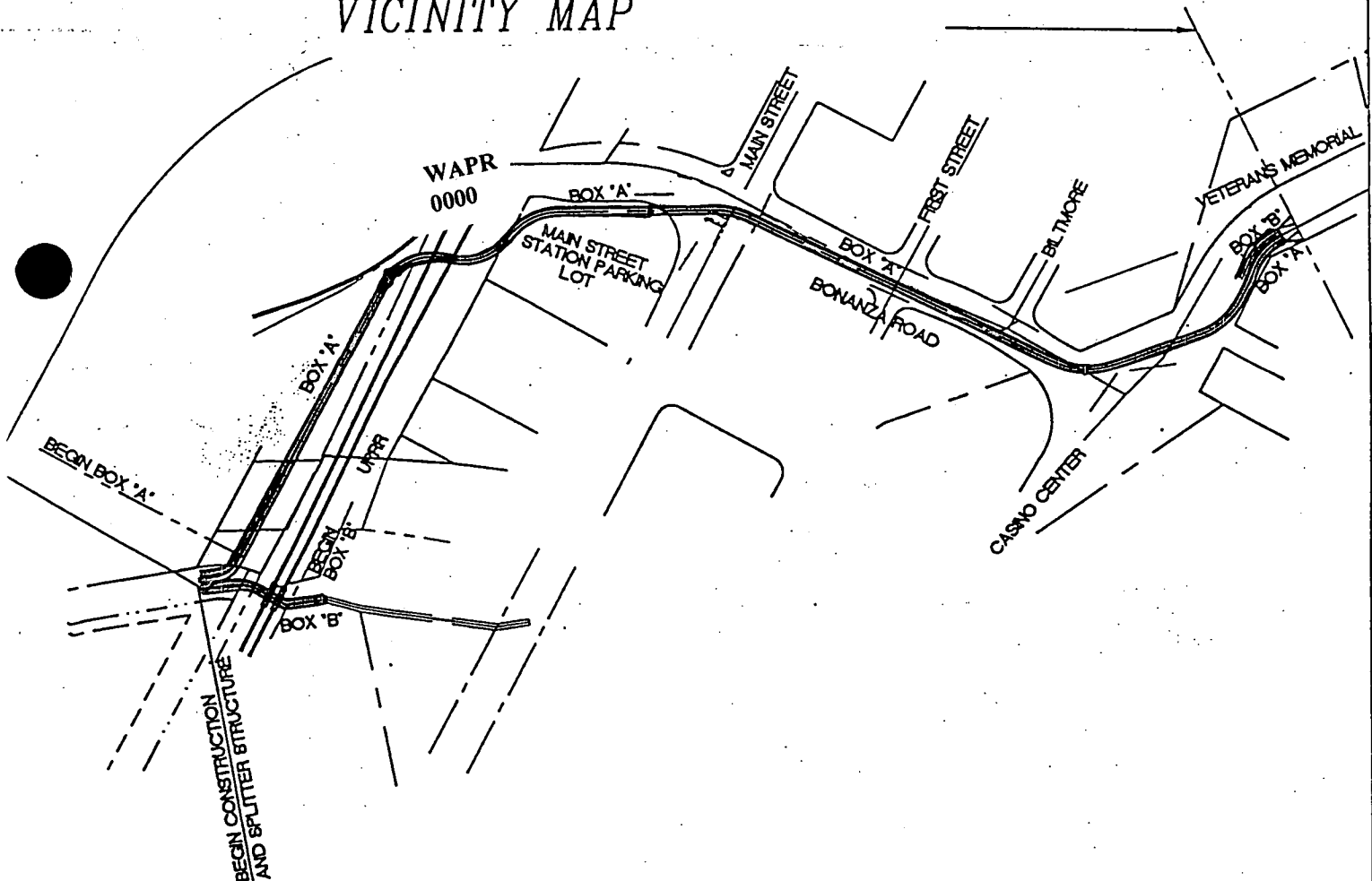
BY: 
JAN LAVERTY JONES, Mayor

EXHIBIT "A"

ID # WAPR 0000



VICINITY MAP



AGENDA DOCUMENTATION

MEETING OF
May 10, 1999TO:
City CouncilFROM: Bradford R. Jerbic
City Attorney

SUBJECT: Approval of Clark County Regional Flood Control District Third Supplemental Interlocal Contract for the design of flood control improvements for the Upper Washington Avenue Channel and Freeway Channel.

PURPOSE/BACKGROUND

The Clark County Regional Flood Control District entered into an Interlocal Contract with the City of Las Vegas on December 8, 1994, a Supplemental Interlocal Contract on April 11, 1996, and a Second Supplemental Interlocal Contract on December 11, 1997, for the design of the flood control improvements for the Upper Washington Avenue Channel and Freeway Channel. This project is part of the Clark County Regional Flood Control Master Plan Update. The proposed Third Supplemental Interlocal Contract attached hereto amends the aforementioned Interlocal Contract extending the deadline for the completion of this project which is prior to March 3, 2000.

FISCAL IMPACT

None. To be funded by the Clark County Regional Flood Control District.

RECOMMENDATIONS

It is recommended that the City Council approve the attached Third Supplemental Interlocal Contract and authorize the Mayor to execute the same on behalf of the City.

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT**UPPER WASHINGTON AVENUE CHANNEL AND FREEWAY CHANNEL**

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 8th day of April, 1999, by and between the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, created pursuant to Chapter 543 of the Nevada Revised Statutes hereinafter called the "DISTRICT", and the CITY OF LAS VEGAS, a municipal corporation, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, an Interlocal Contract for the Upper Washington Avenue Channel and Freeway Channel dated December 8, 1994, a Supplemental Interlocal Contract dated April 11, 1996 and a Second Supplemental Interlocal Contract dated December 11, 1997 were entered into between the DISTRICT and the CITY for the design of Flood Control improvements described in the DISTRICT Master Plan Update of The Las Vegas Valley (August, 1991); and

WHEREAS, the CITY desires to extend the completion date of this Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the DISTRICT authorizes the CITY to proceed with the Project as it is mutually understood and agreed as follows:

SECTION III - GENERAL paragraph 15 shall be revised to read as follows:

SECTION III - GENERAL

15. The items listed in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to March 3, 2000. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice and may require all sums advanced to the CITY be repaid.

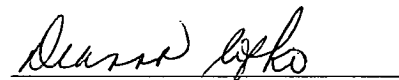
All other sections of the Interlocal Contract dated December 8, 1994, the Supplemental Interlocal Contract dated April 11, 1996 and the Second Supplemental Contract dated December 11, 1997 remain unchanged.

IN WITNESS WHEREOF, this THIRD SUPPLEMENTAL INTERLOCAL CONTRACT is hereby
executed as of the date first set forth above.

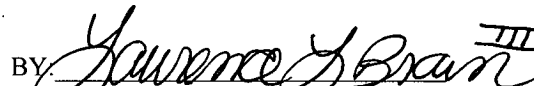
DATE OF DISTRICT ACTION:

APR. 08 1999

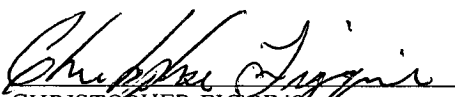
ATTEST


DEANNA LEFKO
Secretary to the Board

REGIONAL FLOOD CONTROL DISTRICT

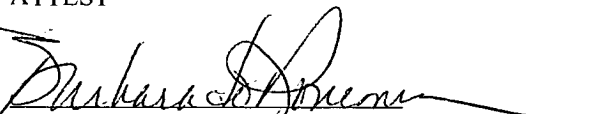
BY: 
LAWRENCE L. BROWN III, Chairman

APPROVED AS TO FORM:

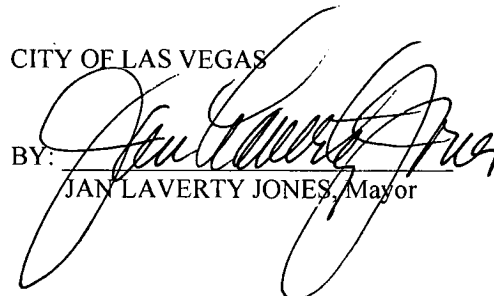

CHRISTOPHER FIGGINS
Deputy District Attorney

DATE OF COUNCIL ACTION:

ATTEST


BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS

BY: 
JAN LAVERTY JONES, Mayor

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

Page 8

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT

- 12 Approval of service and material checks
In the amount of \$ 14,161,109.01
- Payroll checks
In the amount of \$ 3,760,853.64
- Wire transfers
In the amount of \$ 14,871,934.68
- Other checks and investments
In the amount of \$ 49,890.75

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99
under separate actions****(see individual items)****Item 46:****STRICKEN under separate action
(see individual item)**

There was no discussion.

(10:31 - 10:32)

1-435CHILD CARE FACILITY APPLICATION(Approved by the Child Care Licensing Board on
April 14, 1999)13 FAMILY HOME - New

Approval of new family home

KIMBERLY SIMPSON
905 Greenbank Street**APPROVED - see above**BUSINESS LICENSE APPLICATIONSSPECIAL EVENT LIQUOR LICENSES

14 Approval of Special Event Liquor License

APPROVED - see aboveINTERNATIONAL FESTIVAL ASSOCIATION,
INC.Location: Cashman Field
850 Las Vegas Boulevard North

Date: May 23, 1999

Type: Special Event General

Responsible Person in Charge: Paulina Tilley

City of Las Vegas

Summary of Cash Expenditures for the period of 3/22/99 - 4/02/99

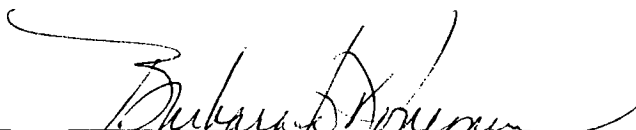
Total Service & Materials Checks :	14,161,109.01
Total Payroll Checks :	3,760,853.64
Total NBS & City Investments :	49,890.75
Total Wire Transfers :	14,871,934.68

Grand Total :	32,843,788.08
---------------	---------------

I hereby certify that I have reviewed the above amounts and approved them for payments as being in compliance with all applicable laws to the best of my knowledge and belief.

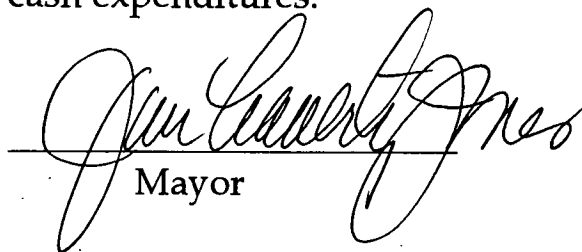


Director of Finance



Attested by City Clerk

on May 10, 1999, the City Council approved the above cash expenditures.



Mayor

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**

- 15 Approval of Special Event Liquor License
LAS VEGAS JAYCEES

Location: Lorenzi Park
3333 West Washington Avenue

Date: May 16, 1999

Type: Special Event Beer/Wine

Responsible Person in Charge: Ronda Short

McDONALD - Motion to APPROVE:

Items 4 through 44

Items 48 through 69

- carried **UNANIMOUSLY**

Items 45 and 47: **ABEYANCE to 5/24/99**
under separate actions
(see individual items)

Item 46: **STRICKEN under separate action**
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

- 16 Approval of Special Event Liquor License
CARIBBEAN AMERICAN CLUB

Location: Rainbow Library
3150 North Buffalo Drive

Date: May 16, 1999

Type: Special Event Beer/Wine

Responsible Person in Charge: Cuthbert E.A.
Mack

APPROVED - see above

- 17 Approval of Special Event Liquor License
WILD OATS MARKET

Location: 6720 West Sahara Avenue

Date: May 22, 1999

Type: Special Event Beer/Wine

Responsible Person in Charge: Daniel D. Martin

APPROVED - see above

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

ITEM	COUNCIL CHAMBERS • 400 EAST STEWART AVENUE	ACTION
18	DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT Approval of Special Event Liquor License CHRIST CHURCH EPISCOPAL Location: 2000 South Maryland Parkway Date: May 14, 1999 Type: Special Event General Responsible Person in Charge: Karinne Confer	McDONALD - Motion to APPROVE: Items 4 through 44 Items 48 through 69 - carried UNANIMOUSLY Items 45 and 47: ABEYANCE to 5/24/99 under separate actions (see individual items) Item 46: STRICKEN under separate action (see individual item) ***** There was no discussion. (10:31 - 10:32) 1-435
19	<u>LIQUOR - New</u> Approval of new Beer/Wine/Cooler On-Sale Liquor License subject to the provisions of the fire codes TOKYO EXPRESS (A Nevada Corporation) dba NARITA SUSHI 3250 North Tenaya Way, Suite 99 Tu Y. Lee, Dir, Pres, Treas, and Kyeong R. Lee, Dir, Secy, 100% jointly as husband and wife	APPROVED - see above
20	<u>LIQUOR - New</u> Approval of new Beer/Wine/Cooler On-Sale Liquor License subject to the provisions of the planning and fire codes and Health Department regulations CAMO INVESTMENTS, LLC dba CAFE NAPOLEON 221 North Rampart Boulevard Cinzia Molli, Operating Mgr, Member, 47%	APPROVED - see above

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**LIQUOR - Approval of Manager

21

Approval of Manager for Beer/Wine/Cooler Off-Sale Liquor License

PRESTIGE STATIONS, INC.

dba

AM/PM MINI MARKET #5060

1625 South Decatur Boulevard

Tiffany L. Lord, Store Mgr

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99****under separate actions**

(see individual items)

Item 46:**STRICKEN under separate action**

(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

LIQUOR - Approval of Manager

22

Approval of Manager for Tavern Liquor License

GOURMETWEST OF NEVADA, LIMITED
LIABILITY COMPANY

dba

APPLEBEE'S NEIGHBORHOOD GRILL & BAR

4760 West Sahara Avenue, Suite 1-4

Michael E. Mulrey, Sr District Mgr

APPROVED - see above

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**LIQUOR - Approval of Manager

23

Approval of Manager for Supper Club Liquor License

GOURMET SYSTEMS OF NEVADA, INC.
dbaAPPLEBEE'S NEIGHBORHOOD GRILL & BAR
2070 North Rainbow Boulevard

Michael E. Mulrey, Sr District Mgr

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99**
under separate actions
(see individual items)**Item 46:****STRICKEN under separate action**
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

LIQUOR - Approval of Manager

24

Approval of Manager for Tavern Liquor License

PETER ELIADES

dba

OLYMPIC GARDEN

1531 Las Vegas Boulevard South

Robert L. Nolen, Gen Mgr

APPROVED - see above

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENTLIQUOR & GAMING - New
MASSAGE ESTABLISHMENT - New

25

Approval of new Tavern Liquor License, new Nonrestricted Gaming License, and new Massage Establishment License subject to the provisions of the planning and fire codes and Health Department regulations

THE RESORT AT SUMMERLIN, L.P.
dba

THE RESORT AT SUMMERLIN
221 NORTH RAMPART BOULEVARD

The Resort at Summerlin, Inc., General Partner,
1% (a wholly owned subsidiary of Swiss Casinos
of America, Inc.)

Hans R. Jecklin, COB
Brian D. McMullan, Dir, Pres
John J. Assis-Fonseca, Dir, SVP, COO
Quinton Boshoff, Dir, SVP
John J. Tipton, Dir, SVP, CFO
Christiane Jecklin, Dir
Jeffrey H. Smith, Secy, Treas

Swiss Casinos of America, Inc., Limited Partner,
75.58%

Hans R. Jecklin, COB
Brian D. McMullan, Dir, Pres
John J. Assis-Fonseca, Dir, SVP, COO
Quinton Boshoff, Dir, SVP
John J. Tipton, Dir, SVP, CFO
Jeffrey H. Smith, Secy, Treas

Seven Circle Resorts, Inc., Mgr (a wholly owned
subsidiary of Swiss Casinos of America, Inc.)

Hans R. Jecklin, COB
Brian D. McMullan, Dir, Pres, Secy, Treas
John J. Assis-Fonseca, Dir, SVP
Quinton Boshoff, Dir, SVP
John J. Tipton, Dir, SVP, CFO
Christiane Jecklin, Dir
Jeffrey H. Smith, Asst Secy

Approved by the Nevada Gaming Commission
on April 29, 1999

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99**
under separate actions

(see individual items)

Item 46:**STRICKEN under separate action**

(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**LIQUOR & GAMING - Approval of Executrix

26

Approval of Executrix for Tavern Liquor License and Restricted Gaming License for 15 slots

ESTATE OF JOHN B. REGAN
dbaJACK'S PLACE
5067 East Bonanza Road

Rosemary E. Regan, Executrix

Approved by the Nevada Gaming Commission
on April 29, 1999**McDONALD - Motion to APPROVE:****Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99**
under separate actions
(see individual items)**Item 46:****STRICKEN under separate action**
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

LIQUOR & GAMING - Approval of Officer/Stockholder

27

Approval of Officer/Stockholder for Tavern Liquor License and Nonrestricted Limited Gaming License for 22 slots

49ER, INC.
dba49ER SALOON & CASINO
1556 North Eastern Avenue

Bertha M. Ravetti, Dir, Pres, Secy, Treas, 100%

Approved by the Nevada Gaming Commission
on May 27, 1993**APPROVED - see above**

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENTGAMING - New

28

Approval of new Slot Operator Space Lease
Location Restricted Gaming License for 7 slots

CAPADO GAMING CORPORATION

db at

RAMY'S DELI & MINI MART

2620 Regatta

Approved by the Nevada Gaming Commission
on April 29, 1999**McDONALD - Motion to APPROVE:****Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99**
under separate actions
(see individual items)**Item 46:****STRICKEN under separate action**
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

GAMING - New

29

Approval of new Slot Operator Space Lease
Location Restricted Gaming License for 4 slots

CACO

db at

LOYAL ORDER OF THE MOOSE #1763

1600 Gragson Avenue

Approved by the Nevada Gaming Commission
on April 29, 1999**APPROVED - see above**

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENTGAMING - Change of Location

30 Approval of change of location for Restricted Gaming License for 15 slots

GARY L. WESTON

dba

THE BANK CLUB

From: 1930 Fremont Street

TO: 2025 East Charleston Boulevard

Gary L. Weston, 100%

Approved by the Nevada Gaming Commission on April 29, 1999

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99
under separate actions**

(see individual items)

Item 46:**STRICKEN under separate action**
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

INDEPENDENT MASSAGE THERAPIST - New

31 Approval of new Independent Massage Therapist License

RACHEL SNOW

dba

RACHEL SNOW

3455 Monte Carlo Drive

Rachel Snow, 100%

APPROVED - see aboveINDEPENDENT MASSAGE THERAPIST - New

32 Approval of new Independent Massage Therapist License

PAMELA PORTER

dba

PAMELA PORTER

5341 PIONEER AVENUE, #101

Pamela A. Porter, 100%

APPROVED - see above

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**INDEPENDENT MASSAGE THERAPIST - New

33 Approval of new Independent Massage Therapist License

ANNE C. SOLASKI-GREEN
dbaANNE SOLASKI-GREEN
7324 Silver Ridge Drive

Anne C. Solaski-Green, 100%

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99**
under separate actions
(see individual items)**Item 46:****STRICKEN under separate action**
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

INDEPENDENT MASSAGE THERAPIST - New

34 Approval of new Independent Massage Therapist License

THADRA SMITH
dbaTOUCHE BY THADRA
8209 Woodland Prairie Avenue

Darlene J. Smith, 100%

APPROVED - see aboveINDEPENDENT MASSAGE THERAPIST - New

35 Approval of new Independent Massage Therapist License

TODD LEMOINE
dbaTODD LEMOINE
3565 Winter Scene Court

Todd J. Lemoine, 100%

APPROVED - see above

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS
SERVICES - CONSENT****INDEPENDENT MASSAGE THERAPIST -
Change of Location****36**Approval of change of location for Independent
Massage Therapist LicenseSHIRLEY EKSTROM
dba

SHIRLEY EKSTROM

From: 2205 Tosca Street, #203

TO: 1701 Rock Springs Drive, #1061

Shirley A. Ekstrom, 100%

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99
under separate actions****(see individual items)****Item 46:****STRICKEN under separate action
(see individual item)**

There was no discussion.

(10:31 - 10:32)

1-435**INDEPENDENT MASSAGE THERAPIST -
Change of Location****37**Approval of change of location for Independent
Massage Therapist LicensePATTY W. GILL
dba

PATTY W. GILL

From: 6750 Del Rey Avenue, #133

TO: 6566 Shasta Circle

Patricia L. Wespiser Gill, 100%

APPROVED - see above

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT****INDEPENDENT MASSAGE THERAPIST -
Change of Location**38 Approval of change of location for Independent
Massage Therapist License

SAY MOY FONG

dba

SAY MOY FONG

From: 3625 South Decatur Boulevard, #1025

TO: 7894 Delta Oak Court

Say M. Fong, 100%

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99
under separate actions**

(see individual items)

Item 46:**STRICKEN under separate action**
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435**LOCKSMITH LICENSE - New**

39 Approval of new Locksmith License

ROBERT G. BOWYER

dba

ROBCO SECURITY

8513 Soneto Lane

Robert G. Bowyer, 100%

APPROVED - see above**MARTIAL ARTS INSTRUCTION BUSINESS -
New**40 Approval of new Martial Arts Instruction Business
License

DONG SUP KIM

dba

WORLD TAE KWON DO SCHOOL

5000 West Charleston Boulevard, Suites 2 & 3

Dong S. Kim, 100%

APPROVED - see above

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

Page 20

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**MARTIAL ARTS INSTRUCTION BUSINESS - New**

41

Approval of new Martial Arts Instruction Business License subject to the provisions of the fire codes

DUAINE D. HARRIS
dbaTHE LAS VEGAS SCHOOL OF MARTIAL ARTS
5640 West Charleston Boulevard, Suite D

Duaine D. Harris, 100%

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99**
under separate actions
(see individual items)**Item 46:****STRICKEN under separate action**
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

SECONDHAND DEALER LICENSE - New

42

Approval of new Class II Secondhand Dealer License subject to the provisions of the fire codes

CASILLAS, LLC
dbaCASILLAS, LLC
801 North Main Street

Martin C. Casillas, Member, 100%

APPROVED - see above

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 21

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT****AWARD OF BIDS/REJECTIONS/RENEWALS/TERMINATIONS****43**

Award of bid number 99.1730.41, traffic signalization at Desert Inn Rd/Fort Apache Rd, Lake North Dr/Fort Apache Rd, Mariner Cove Way/Fort Apache Rd, and Lake South Dr/Fort Apache Rd; and approve the construction and contingency account - Department of Public Works

Award recommended to: L.L.O. INC. - ACME ELECTRIC (\$421,997.17)

McDONALD - Motion to APPROVE:

Items 4 through 44

Items 48 through 69

- carried **UNANIMOUSLY****Items 45 and 47:**

ABEYANCE to 5/24/99
under separate actions
(see individual items)

Item 46:

STRICKEN under separate action
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435**44**

Award of bid number 99.1730.42, traffic signalization at Lone Mountain Road/Rainbow Blvd, Lake Mead Drive/"J" Street, and Vegas Drive/Michael Way; and approve the construction and contingency account - Department of Public Works

Award recommended to: L.L.O. INC. - ACME ELECTRIC (\$291,268.85)

APPROVED - see above

CITY COUNCILMEETING OF
May 10, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST AWARD OF BID NUMBER 99.1730.41, TRAFFIC SIGNALIZATION AT DESERT INN RD/FORT APACHE RD, LAKE NORTH DR/FORT APACHE RD, MARINER COVE WY/FORT APACHE RD, AND LAKE SOUTH DR/FORT APACHE RD****PURPOSE/BACKGROUND**

The work to be performed under this contract consists of the installation of complete traffic signal systems at the intersections of Lake North Drive and Fort Apache Road, Mariner Cove Way and Fort Apache Road, Lake South Drive and Fort Apache Road, and Desert Inn Road and Fort Apache Road. Contract also requires the removal and replacement of asphalt concrete paving, Portland cement sidewalk, curb and gutter; modifications of existing street light foundations and adjustments of pull boxes. The City will furnish all traffic signal poles, controllers, cabinets and video detection systems to the Contractor for installation.

BID SUMMARY

L.L.O. Inc. - Acme Electric	\$421,997.17
Desert Construction, Inc.	\$447,772.41
Stetson Electric, Inc.	\$488,754.30

FISCAL IMPACT

Funds are available in the Traffic Improvement Fund.

RECOMMENDATIONS

That the City Council approve the award of bid number 99.1730.41, Traffic Signalization at Desert Inn Rd./Fort Apache Rd, Lake North Dr/Fort Apache Rd, Mariner Cove Way/Fort Apache Rd, and Lake South Dr./Fort Apache Rd, to L.L.O. Inc. - Acme Electric, in the amount of \$421,997.17, and approve a construction conflicts and contingency amount of \$75,000.

PREPARED BY

Robert L. Crutchfield, Sr.

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 99.1730.41

DATE of CONTRACT May 10, 1999

NAME AND ADDRESS OF CONTRACTOR

L.L.O. INC, - Acme Electric
3373 Procyon Ave.,
Las Vegas, NV 89102

INDIVIDUAL ☐

PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒

OF Nevada

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **Traffic Signalization, Desert Inn Rd./Fort Apache Rd., Lake North Dr./Fort Apache Rd., Mariner Cove Way/Fort Apache Rd., Lake South Dr./Fort Apache Rd.**, all in strict accordance terms, conditions, and specifications of **Formal Bid 99.1730.41**, and **L.L.O. Inc., - Acme Electric** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Four Hundred Twenty-One Thousand Nine Hundred Ninety-Seven and 17/100 Dollars

\$421,997.17

It is expressly understood and agreed that the "Amount" of Contract" stated above is based upon bid estimates only and may be increased or decreased as provided in the Contract documents.

THIS CONTRACT, entered into this date by the City of Las Vegas, Nevada, hereinafter called the City, and the Individual, Partnership, or Corporation named above, hereinafter called Contractor, witnesseth that the parties hereto do mutually agree as follows:

STATEMENT OF WORK. The Contractor shall furnish all plant, labor, tools, equipment and material necessary to perform the work described for the amount stated above in strict accordance with contract documents, all of which are incorporated herein by reference:

Formal Bid 99.1730.41

Contract Drawings No. 107-V2944- Date: August 11, 1999

INCLUDING PAYMENT OF PREVAILING WAGES FOR PERIOD 10/1/98 THROUGH 9/30/99

CONTRACTOR WARRANTIES - The Contractor hereby warrants he:

1. Is familiar with requirements of the contract.
2. Has investigated the site and satisfied himself regarding the character of work and local conditions that may affect it or its performance.
3. Is satisfied that the work can be performed and completed as required in the contract.
4. Accepts all risks directly or indirectly connected with the performance of the contract.
5. Warrants that there has been no collusion between him and the other bidders on the contract.
6. He has not been influenced by any statement or promise other than those contained in the contract documents.
7. Is experienced and competent to perform the contract.
8. Verifies all personal statements in the proposal to be true.
9. Is familiar with all general and special laws, ordinances, and regulations that may affect the work, its performance, or those persons employed therein.
10. Is familiar with tax and labor regulations and with rates of pay that will affect the work.

WORK TO BE STARTED

AS SPECIFIED IN THE WRITTEN NOTICE TO PROCEED.

WORK TO BE COMPLETED

WITHIN 120 CALENDAR DAYS AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the Instruction to Bidders in the amount of Five Hundred and 00/100 dollars (\$ 500.00) per day for each day after the original completion date, or applicable extension thereof as provided for in the provisions, that completion of the work is delayed.

ALTERATIONS: The following changes were made in this contract before it was signed by the parties hereto:

Addendum #1 - dated - April 16, 1999

In witness whereof, the parties hereto have executed this contract as of the date entered on the first page hereof.

CITY OF LAS VEGAS

By

(Mayor)

Attest

(City Clerk)

Approved as to form:

Robert S. Zwaan 6-7-99
Date

CONTRACTOR L.L.O. Inc., - Acme Electric

(Name of Contractor)

By

(Signature)

DEAN L. WALKER/PRESIDENT

(Title)

Attest

(Secretary)

EDIE DOWS/CORPORATE SECRETARY

INSTRUCTIONS

1. The full name and business address of the Contractor must be inserted in the space provided on the face of the form. The Contractor shall sign in the space provided above with his usual signature and type or print name under all signatures to the contract and bonds.
2. An officer of a corporation, a member of a partnership, or an agent signing for the Supplier shall place his signature and title after the word "By" under the name Contractor. A contract executed on behalf of a corporation shall be attested by the secretary or an assistant secretary thereof. A contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the Contractor.

PERFORMANCE BOND

BOND NUMBER 40-0120-32614-99-7
 DATE EXECUTED May 18, 1999

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A.090 AND ISSUED BY AN APPOINTED AGENT PURSUANT TO NEVADA REVISED STATUTE 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum \$421,997.17, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain contract with the City, to perform all work required under the Bidding Schedule(s), Bid No. 99.1730.41-RC of the City's specifications, entitled Traffic Signalization PWP-CL-1999-109

NOW THEREFORE, if said CONTRACTOR shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions and agreements of said contract during the original term of said contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any modifications in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this 18 day of May, 19 99

Countersigned resident agent in Nevada,
 Pursuant to Nevada Revised Statute 680a.300:

Caroline L. Brown
Scheer's West, Inc.

(Resident Agent)

49528

(State of Nevada, License Number)

Caroline L. Brown, 49531

(Appointed Agent Name)

By: Caroline L. Brown
 (Signature)

Address: 321 Rose Petal Court

Henderson, NV 89012

Telephone: (702) 263-9065

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

L.L.O. Inc. dba: Acme Electric
 (Principal Contractor)

DEAN L. WALKER PRESIDENT
 (Authorized Representative and Title)

By: [Signature]
 (Signature)

Surety: UNITED STATES FIDELITY & GUARANTY COMPANY
10793

(State of Nevada, License Number)

Caroline L. Brown, Attorney-in-Fact
 (Appointed Agent Name)

By: Caroline L. Brown
 (Signature)

Address: 8900 N. 22nd Avenue, Suite 300

Phoenix, Arizona 85021

Telephone: (602) 678-3400

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE. (DEPARTMENT OF CIRCULAR "570", CURRENT REVISIONS).

Original Acknowledgment attached to Performance Bond #40-0120-32614-99-7
executed May 18, 1999 in conjunction with Bid Number 99.1730.41-RC, Traffic
Signalization.

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Nevada)

County of Clark)

ss

On this 18th day of May, 19 99, before me

appeared Caroline L. Brown to me personally known, who
being by me duly sworn, did say that he is the aforesaid officer or attorney in
fact of the UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation; that the seal
affixed to the foregoing instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by
the aforesaid officer, by authority of its Board of Directors; and the aforesaid
officer acknowledged said instrument to be the free act and deed of said corpora-
tion.

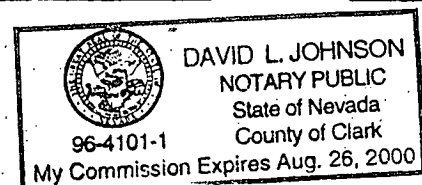
My Commission Expires

8-26-2000, 19

David L. Johnson
Notary Public

Clark County, Nevada

CIC-C-230-BD(8/90)



1559451

United States Fidelity and Guaranty Company

Power of Attorney

No. 109837

Know all men by these presents: That **United States Fidelity and Guaranty Company**, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Caroline L. Brown, David L. Johnson, James I. Moore and Stephen T. Kazmer**

of the City of **Henderson**, State of **Nevada** its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **United States Fidelity and Guaranty Company**, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this **8th** day of **May**, A.D. 19 **97**.

United States Fidelity and Guaranty Company.



(Signed) By *Gary A. Wilson* Vice President

(Signed) By *Thomas E. Huibregtse* Assistant Secretary

State of Maryland)

Baltimore City)

SS:

On this **8th** day of **May**, A.D. 19 **97**, before me personally came Gary A. Wilson, Vice President of **United States Fidelity and Guaranty Company**, and Thomas E. Huibregtse, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Gary A. Wilson and Thomas E. Huibregtse were respectively the Vice President and the Assistant Secretary of the said **United States Fidelity and Guaranty Company**, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the **1st** day of **August**, A.D. 19 **98**.



(Signed) By *Thomas E. Huibregtse* Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the **United States Fidelity and Guaranty Company** on September 24, 1992:

Resolved, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

Resolved, That Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, an Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the **United States Fidelity and Guaranty Company**, on this **18th** day of **May**, 19 **99**



Thomas E. Huibregtse
Assistant Secretary

LABOR AND MATERIAL PAYMENT BONDBOND NUMBER 40-0120-32614-99-7
DATE EXECUTED May 18, 1999

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A.090 AND ISSUED BY AN APPOINTED AGENT PURSUANT TO NEVADA REVISED STATUTE 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum \$421,997.17, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain contract with the City, to perform all work required under the Bidding Schedule(s), Bid No. 99.1730.41-RC of the City's specifications, entitled Traffic Signalization PWP-CL-1999-109

NOW THEREFORE, if said CONTRACTOR, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State Law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State Law.

PROVIDED, that any modifications in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this 18 day of May, 19 99

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680a.300:
Caroline L. Brown
Scheer's West, Inc.
(Resident Agent)

49528
(State of Nevada, License Number)

Caroline L. Brown
(Appointed Agent Name)

By: Caroline L. Brown
(Signature)

Address: 321 Rose Petal Court
Henderson, Nevada 89012

Telephone: (702) 263-9065

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

L.L.O. Inc. dba: Acme Electric
(Principal Contractor)

DEAN L. WALKER PRES.
(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety: UNITED STATES FIDELITY & GUARANTY COMPANY
10793
(State of Nevada, License Number)

Caroline L. Brown, Attorney-in-Fact
(Appointed Agent Name)

By: Caroline L. Brown
(Signature)

Address: 8900 N. 22nd Avenue, Suite 300
Phoenix, AZ 85021

Telephone: (602) 678-3400

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570", CURRENT REVISIONS).

Original Acknowledgment attached to Labor and Material Payment #40-0120-32614-99-7 executed May 18, 1999 in conjunction with Bid Number 99.1730.41-RC, Traffic Signalization.

ACKNOWLEDGMENT OF CORPORATE SURETY

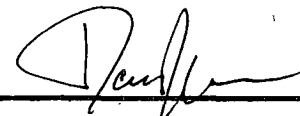
STATE OF Nevada)
County of Clark) ss

On this 18th day of May, 19 99, before me

appeared Caroline L. Brown to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires

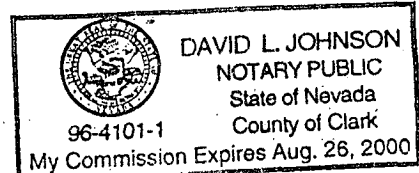
8-26-2000, 19



Notary Public

Clark County, Nevada

CIC-C-230-BD(8/96)



1559450

United States Fidelity and Guaranty Company

Power of Attorney

No. 109837

Know all men by these presents: That **United States Fidelity and Guaranty Company**, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Caroline L. Brown, David L. Johnson, James I. Moore and Stephen T. Kazmer**

of the City of **Henderson**, State of **Nevada**, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons: guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **United States Fidelity and Guaranty Company**, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this **8th** day of **May**, A.D. 19 **97**.



United States Fidelity and Guaranty Company,

(Signed) By *Gary A. Wilson* Vice President

(Signed) By *Thomas E. Huibregtse* Assistant Secretary

State of Maryland)

Baltimore City)

SS:

On this **8th** day of **May**, A.D. 19 **97**, before me personally came Gary A. Wilson, Vice President of **United States Fidelity and Guaranty Company**, and Thomas E. Huibregtse, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Gary A. Wilson and Thomas E. Huibregtse were respectively the Vice President and the Assistant Secretary of the said **United States Fidelity and Guaranty Company**, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the **1st** day of **August**, A.D. 19 **98**.



(Signed) By *Thomas E. Huibregtse* Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the **United States Fidelity and Guaranty Company** on September 24, 1992:

Resolved, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

Resolved, That Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, an Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the **United States Fidelity and Guaranty Company**, on this **18th** day of **May**, 19 **99**



Thomas E. Huibregtse
Assistant Secretary

GUARANTEE BONDBOND NUMBER 40-0120-32614-99-7
DATE EXECUTED May 18, 1999

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A.090 AND ISSUED BY AN APPOINTED AGENT PURSUANT TO NEVADA REVISED STATUTE 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

GUARANTEE for L.L.O. Inc. dba: Acme Electric, 3373 Procyon Avenue, Las Vegas, NV 89102
(Name and Address of Prime Contractor)

We hereby guarantee that the Traffic Signalization PWP-CL-1999-109 (Bid No. 99.1730.41-RC) which we have constructed, has been completed in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of acceptance of the above-named work by the City of Las Vegas, State of Nevada, without expense whatsoever to the City of Las Vegas ordinary wear and unusual abuse or neglect are exempted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by the City of Las Vegas, State of Nevada, we collectively or separately, do hereby authorize the City of Las Vegas to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction of work is started, it shall be carried through to completion.

Date of Completion _____

SIGNED this 18 day of May, 19 99

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680A.300:
Caroline L. Brown
Scheer's West, Inc.
(Resident Agent)

49528

(State of Nevada, License Number)

Caroline L. Brown, 49531
(Appointed Agent Name)

By: Caroline L. Brown
(Signature)

Address: 321 Rose Petal Court
Henderson, NV 89012

Telephone: (702) 263-9065

Telephone: (702) 263-9065
(Local Agent)

Telephone: (602) 678-3400
(Bonding Company)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

L.L.O. Inc. dba: Acme Electric
(Principal Contractor)

DEAN L. WALKER PRES.
(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety: UNITED STATES FIDELITY & GUARANTY COMPANY
10793
(State of Nevada, License Number)

Caroline L. Brown, Attorney-in-Fact
(Appointed Agent Name)

By: Caroline L. Brown
(Signature)

Address: 8900 N. 22nd Avenue, Suite 300
Phoenix, Arizona 85021

Telephone: (602) 678-3400

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570", CURRENT REVISIONS).

Original Acknowledgment attached to Guarantee Bond #40-0120-32614-99-7
executed May 18, 1999 in conjunction with Bid Number 99.1730.41-RC, Traffic
Signalization.

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Nevada)
County of Clark) ss

On this 18th day of May, 19 99, before me

appeared Caroline L. Brown to me personally known, who
being by me duly sworn, did say that he is the aforesaid officer or attorney in
fact of the UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation; that the seal
affixed to the foregoing instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by
the aforesaid officer, by authority of its Board of Directors; and the aforesaid
officer acknowledged said instrument to be the free act and deed of said corpora-
tion.

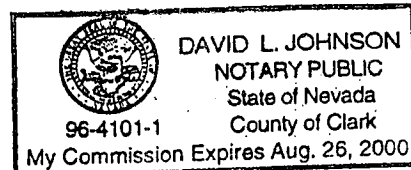
My Commission Expires

8-26-2000, 19

Clark County, Nevada

David L. Johnson
Notary Public

CIC-C-230-BD(8/90)



1559449

United States Fidelity and Guaranty Company**Power of Attorney**No. 109837

Know all men by these presents: That **United States Fidelity and Guaranty Company**, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Caroline L. Brown, David L. Johnson, James I. Moore and Stephen T. Kazmer**

of the City of **Henderson**, State of **Nevada** its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **United States Fidelity and Guaranty Company**, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this **8th** day of **May**, A.D. 19 **97**.

**United States Fidelity and Guaranty Company.**

(Signed) By *Gary A. Wilson* Vice President

(Signed) By *Thomas E. Huibregtse* Assistant Secretary

State of Maryland)

SS:

Baltimore City)

On this **8th** day of **May**, A.D. 19 **97**, before me personally came **Gary A. Wilson**, Vice President of **United States Fidelity and Guaranty Company**, and **Thomas E. Huibregtse**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said **Gary A. Wilson** and **Thomas E. Huibregtse** were respectively the Vice President and the Assistant Secretary of the said **United States Fidelity and Guaranty Company**, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the **1st** day of **August**, A.D. 19 **98**.



(Signed) By *Chm. A. Huibright* Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the **United States Fidelity and Guaranty Company** on September 24, 1992:

Resolved, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

Resolved, That Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, **Thomas E. Huibregtse**, an Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the **United States Fidelity and Guaranty Company**, on this **18th** day of **May**, 19 **99**



Thomas E. Huibregtse
Assistant Secretary

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE

MAY 18 99

PRODUCER

GEORGE L. BROWN INSURANCE AGENCY
920 E. SAHARA AVE.
LAS VEGAS, NV 89104
(702) 735-9333
FAX (702) 735-6129

Cert# 28505

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

COMPANIES AFFORDING COVERAGE**COMPANY**

A ROYAL INSURANCE COMPANY

COMPANY

B ROYAL INSURANCE COMPANY

COMPANY

C

COMPANY

D ROYAL INSURANCE COMPANY

INSURED

ACME ELECTRIC

3373 S PROCYON AVE
LAS VEGAS, NV 89102

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED,
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY
PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY
HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	ASP040149	DEC 31 98	DEC 31 99	GENERAL AGGREGATE	\$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR.				PERSONAL & ADV INJURY	\$ 1,000,000
	☒ OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE(Any One Fire)	\$ 300,000
					MED. EXPENSE(Any One Person)	\$ 5,000
B	AUTOMOBILE LIABILITY	ASP040149	DEC 31 98	DEC 31 99	COMBINED SINGLE LIMIT	\$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per Person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	☒ HIRED AUTOS					
	☒ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	☐ UMBRELLA FORM				AGGREGATE	\$
	☐ OTHER THAN UMBRELLA FORM					
D	EMPLOYERS' LIABILITY	ASP040149	DEC 31 98	DEC 31 99	STATUTORY LIMITS	
	☐ THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EACH ACCIDENT	\$ 1,000,000
					DISEASE-POLICY LIMIT	\$ 1,000,000
					DISEASE-EACH EMPLOYEE	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: BID #99.1730.41-RC
TRAFFIC SIGNALIZATION, DESERT INN RD/FORT APACHE RD.,
LAKE NORTH DR./FORT APACHE RD., MARINER COVE WAY/
FORT APACHE RD., LAKE SOUTH DR./FORT APACHE RD.
PWP-CL-1999-109

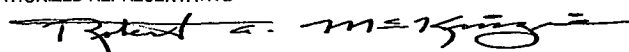
CERTIFICATE HOLDER IS ALSO AN ADDITIONAL INSURED PER ATTACHED CG 20 25

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS
WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

CITY OF LAS VEGAS
PURCHASING AND CONTRACTS
FIRST FLOOR CITY HALL COMPLEX
400 EAST STEWART AVE
LAS VEGAS, NV 89101

AUTHORIZED REPRESENTATIVE



POLICY NUMBER : **ASP040149**

COMMERCIAL GENERAL LIABILITY

BID NUMBER AND PROJECT **#99.1730.41-RC TRAFFIC SIGNALIZATION, DESERT INN RD/FORT APACHE RD.,
LAKE NORTH DR./FORT APACHE RD., MARINER COVE WAY/
FORT APACHE RD., LAKE SOUTH DR./FORT APACHE RD.
PWP-CL-1999-109**

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

**CITY OF LAS VEGAS
PURCHASING AND CONTRACTS
FIRST FLOOR CITY HALL COMPLEX
400 EAST STEWART AVENUE
LAS VEGAS, NV 89101**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

**THE CITY OF LAS VEGAS, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH
RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED
INSURED IN CONNECTION WITH THIS PROJECT.**

CERTIFICATE of COVERAGE**Workers Compensation****NEVADA TRANSPORTATION NETWORK****Self Insured Group****C/O Pro\Group Management****810 E. Fifth Street, Suite A****Carson City, NV 89701****MEMBER COMPANY**

Acme Electric

3373 S Procyon

Las Vegas, NV 89102

Dates of Coverage:

12:01 AM on 01/01/1999 to 12:01 AM on 01/01/2000

This is to certify that the above named employer has secured coverage for his employees under the Nevada Workers Compensation Act by qualifying as a member of the NEVADA TRANSPORTATION NETWORK Self Insured Group. The Self Insured Group is an Association of Self Insured private employers authorized by the Nevada Insurance Division to pay Workers Compensation Benefits to employees of its member companies under Chapters 616 and 617 of the Nevada Revised Statutes. The State of Nevada issued it Certification Number 5001 to the NEVADA TRANSPORTATION NETWORK effective Wednesday, October 18, 1995.

LIMITS OF LIABILITY:

WORKERS COMPENSATION

STATUTORY

OPERATIONS COVERED:

NEVADA

EXCESS WORKERS COMP INSURANCE: RELIANCE NATIONAL INSURANCE COMPANY

This Certificate is issued as a matter of information only. Should the member company's enrollment in the Self Insured Group be terminated before the date of expiration shown above, for any cause, the NEVADA TRANSPORTATION NETWORK will endeavor to mail Ten (10) days written notice of such termination to the Certificate Holder named below. However, failure to mail such notice shall impose no obligation or liability upon the NEVADA TRANSPORTATION NETWORK, the Association Administrator, or any Party acting as a Trustee, Officer, Agent, or Appointee of the NEVADA TRANSPORTATION NETWORK Self Insured Group.

CERTIFICATE HOLDER:

CITY OF LAS VEGAS

400 E. STEWART AVE.

LAS VEGAS, NV 89101

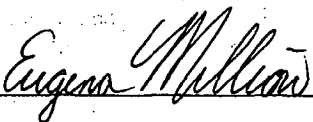
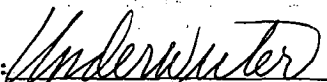
JOB DESCRIPTIONS:

BID # 99.1730.41-RC

Dated At

Carson City,

Nevada: May 18, 1999

By:**Title:**

CITY COUNCILMEETING OF
May 10, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST AWARD OF BID NUMBER 99.1730.42, TRAFFIC SIGNALIZATION AT LONE MOUNTAIN ROAD/RAINBOW BLVD, LAKE MEAD DRIVE/"J" STREET, AND VEGAS DRIVE/MICHAEL WAY****PURPOSE/BACKGROUND**

The work to be performed under this contract consists of the installation of complete traffic signal systems at the intersections of Lone Mountain Road and Rainbow Boulevard, Lake Mead Drive and "J" Street, and Vegas Drive and Michael Way. Contract will include the removal and replacement of asphalt concrete paving, Portland cement sidewalk curb and gutter, modifications of existing street light foundations and adjustment of pull boxes. The City will furnish all traffic signal poles, controllers, cabinets and video detection systems to the Contractor for installation.

BID SUMMARY

L.L.O. Inc. - Acme Electric	\$ 291,268.85
Desert Construction, Inc.	\$ 295,384.09
Stetson Electric, Inc.	\$ 357,593.17
AA/Contracting, Inc.	\$5,342,768.05*
*Corrected Total	

FISCAL IMPACT

Funds are available in the Traffic Improvement Fund.

RECOMMENDATIONS

That the City Council approve the award of bid number 99.1730.42, Traffic Signalization at Lone Mountain Road/Rainbow Blvd, Lake Mead Drive/"J" Street, and Vegas Drive/Michael Way, to L.L.O. Inc. - Acme Electric, in the amount of \$291,268.85, and approve a construction conflicts and contingency amount of \$50,000.

PREPARED BY

Robert L. Crutchfield, Sr.

Memorandum

City of Las Vegas Office of the City Attorney

To: Beverly Bridges
City Clerk's Office

From: Robert S. Sylvain/*RSS*
Deputy City Attorney

CC: P&C 99-G

Date: June 7, 1999

Re: Bid No. 99.1730.42-RC
Traffic Signalization, Lone Mountain Road/Rainbow Boulevard,
Mead Drive/"J" Street, Vegas Drive/Michael Way
Acme Electric

RECEIVED
CITY CLERK
1999 JUN -8 A 11:18

Attached hereto are two originals of the above-referenced Agreement forwarded to this office as part of Robert Crutchfield's memorandum dated June 3, 1999. I have approved them as to form.

If you have any questions, please don't hesitate to contact me.

RSS:vb
Attachments

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 99.1730.42

DATE of CONTRACT May 10, 1999

NAME AND ADDRESS OF CONTRACTOR

L.L.O. INC, - Acme Electric
3373 Procyon Ave.,
Las Vegas, NV 89102

INDIVIDUAL ☐

PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒

OF Nevada

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **Traffic Signalization, Lone Mountain Rd./Rainbow Blvd., Lake Mead Dr./"J" St., Vegas Dr./Michael Way** all in strict accordance terms, conditions, and specifications of **Formal Bid 99.1730.42**, and **L.L.O. Inc., - Acme Electric's** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Two hundred ninety-one thousand two hundred sixty-eight and 85/100

\$291,268.85

It is expressly understood and agreed that the "Amount" of Contract" stated above is based upon bid estimates only and may be increased or decreased as provided in the Contract documents.

THIS CONTRACT, entered into this date by the City of Las Vegas, Nevada, hereinafter called the City, and the Individual, Partnership, or Corporation named above, hereinafter called Contractor, witnesseth that the parties hereto do mutually agree as follows:

STATEMENT OF WORK. The Contractor shall furnish all plant, labor, tools, equipment and material necessary to perform the work described for the amount stated above in strict accordance with contract documents, all of which are incorporated herein by reference:

Formal Bid 99.1730.42

Contract Drawings No. 107-V2945- Date: August 4, 1998

INCLUDING PAYMENT OF PREVAILING WAGES FOR PERIOD 10/1/98 THROUGH 9/30/99

CONTRACTOR WARRANTIES - The Contractor hereby warrants he:

1. Is familiar with requirements of the contract.
2. Has investigated the site and satisfied himself regarding the character of work and local conditions that may affect it or its performance.
3. Is satisfied that the work can be performed and completed as required in the contract.
4. Accepts all risks directly or indirectly connected with the performance of the contract.
5. Warrants that there has been no collusion between him and the other bidders on the contract.
6. He has not been influenced by any statement or promise other than those contained in the contract documents.
7. Is experienced and competent to perform the contract.
8. Verifies all personal statements in the proposal to be true.
9. Is familiar with all general and special laws, ordinances, and regulations that may affect the work, its performance, or those persons employed therein.
10. Is familiar with tax and labor regulations and with rates of pay that will affect the work.

WORK TO BE STARTED

AS SPECIFIED IN THE WRITTEN NOTICE TO PROCEED.

WORK TO BE COMPLETED

WITHIN (90) CALENDAR DAYS AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the Instructions to Bidders in the amount of Five Hundred and 00/100 dollars (\$ 500.00) per day for each day after the original completion date, or applicable extension thereof as provided for in the provisions, that completion of the work is delayed.

ALTERATIONS: The following changes were made in this contract before it was signed by the parties hereto:

Addendum #1 - dated - April 16, 1999

In witness whereof, the parties hereto have executed this contract as of the date entered on the first page hereof.

CITY OF LAS VEGAS

By

(Mayor)

Attest

(City Clerk)

CONTRACTOR L.L.O. Inc., - Acme Electric

(Name of Contractor)

Approved as to form:

Robert S. Syman 6-7-99
Date

By	<u>Dean L. Walker</u>
	(Signature)
	DEAN L. WALKER/PRESIDENT
	(Title)
Attest	<u>Edie Downs</u>
	(Secretary)
	EDIE DOWNS/CORPORATE SECRETARY

INSTRUCTIONS

1. The full name and business address of the Contractor must be inserted in the space provided on the face of the form. The Contractor shall sign in the space provided above with his usual signature and type or print name under all signatures to the contract and bonds.
2. An officer of a corporation, a member of a partnership, or an agent signing for the Supplier shall place his signature and title after the word "By" under the name Contractor. A contract executed on behalf of a corporation shall be attested by the secretary or an assistant secretary thereof. A contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the Contractor.

PERFORMANCE BONDBOND NUMBER 40-0120-32615-99-3
DATE EXECUTED May 18, 1999

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A.090 AND ISSUED BY AN APPOINTED AGENT PURSUANT TO NEVADA REVISED STATUTE 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum \$291,268.85, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain contract with the City, to perform all work required under the Bidding Schedule(s), Bid No. 99.1730.42-RC of the City's specifications, entitled Traffic Signalization PWP-CL-1999-110

NOW THEREFORE, if said CONTRACTOR shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions and agreements of said contract during the original term of said contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any modifications in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this 18 day of May, 19 99

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680a.300:
Caroline L. Brown
Scheer's West, Inc.
(Resident Agent)

49528
(State of Nevada, License Number)

Caroline L. Brown, 49531
(Appointed Agent Name)

By: Caroline L. Brown
(Signature)

Address: 321 Rose Petal Court
Henderson, NV 89012

Telephone: (702) 263-9065

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

L.L.O. Inc. dba: Acme Electric
(Principal Contractor)

DEAN L. WALKER PRES
(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety: UNITED STATES FIDELITY & GUARANTY COMPANY
10793
(State of Nevada, License Number)

Caroline L. Brown, Attorney-in-Fact
(Appointed Agent Name)

By: Caroline L. Brown
(Signature)

Address: 8900 N. 22nd Avenue, Suite 300
Phoenix, Arizona 85021

Telephone: (602) 678-3400

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570". CURRENT REVISIONS).

Original Acknowledgment attached to Performance Bond #40-0120-32615-99-3
executed May 18, 1999 in conjunction with Bid Number 99.1730.42-RC, Traffic
Signalization.

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Nevada)
County of Clark) ss

On this 18th day of May, 19 99, before me

appeared Caroline L. Brown to me personally known, who
being by me duly sworn, did say that he is the aforesaid officer or attorney in
fact of the UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation; that the seal
affixed to the foregoing instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by
the aforesaid officer, by authority of its Board of Directors; and the aforesaid
officer acknowledged said instrument to be the free act and deed of said corpora-
tion.

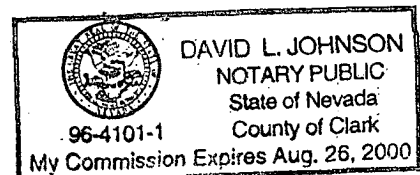
My Commission Expires

8-26-2000, 19

Clark County, Nevada

Notary Public

CIC-C-230-BD(8/90)



1573802

United States Fidelity and Guaranty Company**Power of Attorney**No. 109837

Know all men by these presents: That **United States Fidelity and Guaranty Company**, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Caroline L. Brown, David L. Johnson, James I. Moore and Stephen T. Kazmer**

of the City of **Henderson**, State of **Nevada** its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **United States Fidelity and Guaranty Company**, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this **8th** day of **May**, A.D. 19 **97**.

**United States Fidelity and Guaranty Company.**

(Signed) By [Signature] Vice President

(Signed) By [Signature] Assistant Secretary

State of Maryland)

SS:

Baltimore City)

On this **8th** day of **May**, A.D. 19 **97**, before me personally came **Gary A. Wilson**, Vice President of **United States Fidelity and Guaranty Company**, and **Thomas E. Huibregtse**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said **Gary A. Wilson** and **Thomas E. Huibregtse** were respectively the Vice President and the Assistant Secretary of the said **United States Fidelity and Guaranty Company**, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the **1st** day of **August**, A.D. 19 **98**.



(Signed) By [Signature] Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the **United States Fidelity and Guaranty Company** on September 24, 1992:

Resolved, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

Resolved, That Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, **Thomas E. Huibregtse**, an Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the **United States Fidelity and Guaranty Company**, on this **18th** day of **May**, 19 **99**



[Signature]
Assistant Secretary

LABOR AND MATERIAL PAYMENT BONDBOND NUMBER 40-0120-32615-99-3
DATE EXECUTED May 18, 1999

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A.090 AND ISSUED BY AN APPOINTED AGENT PURSUANT TO NEVADA REVISED STATUTE 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum \$291,268.85, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain contract with the City, to perform all work required under the Bidding Schedule(s), Bid No. 99.1730.42-B of the City's specifications, entitled Traffic Signalization PWP-CL-1999-110

NOW THEREFORE, if said CONTRACTOR, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State Law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State Law.

PROVIDED, that any modifications in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this 18 day of May, 19 99

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680a.300:
Caroline L. Brown
Scheer's West, Inc.

(Resident Agent)

49528

(State of Nevada, License Number)

Caroline L. Brown
(Appointed Agent Name)

By: Caroline L. Brown
(Signature)

Address: 321 Rose Petal Court
Henderson, Nevada 89012

Telephone: (702) 263-9065

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

L.L.O. Inc. dba: Acme Electric
(Principal Contractor)

DEAN L. WALKER PRES.
(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety: UNITED STATES FIDELITY & GUARANTY COMPANY

10793

(State of Nevada, License Number)

Caroline L. Brown, Attorney-in-Fact
(Appointed Agent Name)

By: Caroline L. Brown
(Signature)

Address: 8900 N. 22nd Avenue, Suite 300
Phoenix, AZ 85021

Telephone: (602) 678-3400

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570", CURRENT REVISIONS).

Original Acknowledgment attached to Labor and Material Payment Bond #40-0120-32615-99-3 executed May 18, 1999 in conjunction with Bid Number 99.1730.42-RC, Traffic Signalization.

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Nevada)
County of Clark) ss

On this 18th day of May, 19 99, before me

appeared Caroline L. Brown to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

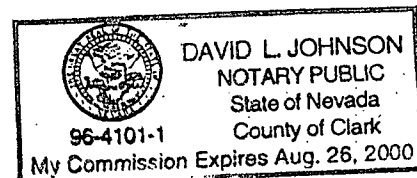
My Commission Expires

8-26-2000, 19



Notary Public
Clark County, Nevada

CIC-C-230-BD(8/90)



1559447

United States Fidelity and Guaranty Company

Power of Attorney

No. 109837

Know all men by these presents: That **United States Fidelity and Guaranty Company**, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Caroline L. Brown, David L. Johnson, James I. Moore and Stephen T. Kazmer**

of the City of **Henderson**, State of **Nevada** its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **United States Fidelity and Guaranty Company**, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this **8th** day of **May**, A.D. 19 **97**.

United States Fidelity and Guaranty Company,



(Signed) By *Gary A. Wilson* Vice President

(Signed) By *Thomas E. Huibregtse* Assistant Secretary

State of Maryland)

Baltimore City)

SS: **THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED POWDER**

On this **8th** day of **May**, A.D. 19 **97**, before me personally came Gary A. Wilson, Vice President of **United States Fidelity and Guaranty Company**, and Thomas E. Huibregtse, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Gary A. Wilson and Thomas E. Huibregtse were respectively the Vice President and the Assistant Secretary of the said **United States Fidelity and Guaranty Company**, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the **1st** day of **August**, A.D. 19 **98**.



(Signed) By *Thomas E. Huibregtse* Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the **United States Fidelity and Guaranty Company** on September 24, 1992:

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I, Thomas E. Huibregtse, an Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked:

In Testimony Whereof, I have hereunto set my hand and the seal of the **United States Fidelity and Guaranty Company**, on this **18th** day of **May**, 19 **99**



Thomas E. Huibregtse
Assistant Secretary

GUARANTEE BONDBOND NUMBER 40-0120-32615-99-3
DATE EXECUTED May 18, 1999

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A.090 AND ISSUED BY AN APPOINTED AGENT PURSUANT TO NEVADA REVISED STATUTE 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

GUARANTEE for L.L.O. Inc. dba: Acme Electric, 3373 Procyon Avenue, Las Vegas, NV 89102
(Name and Address of Prime Contractor)

We hereby guarantee that the Traffic Signalization PWP-CL-1999-110 (Bid No. 99.1730.42-RC), which we have constructed, has been completed in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of acceptance of the above-named work by the City of Las Vegas, State of Nevada, without expense whatsoever to the City of Las Vegas ordinary wear and unusual abuse or neglect are exempted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by the City of Las Vegas, State of Nevada, we collectively or separately, do hereby authorize the City of Las Vegas to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction of work is started, it shall be carried through to completion.

Date of Completion _____

SIGNED this 18 day of May, 19 99

Countersigned resident agent in Nevada.

Pursuant to Nevada Revised Statute 680A.300:

Caroline L. Brown
Scheer's West, Inc.

(Resident Agent)

49528

(State of Nevada, License Number)

Caroline L. Brown, 49531

(Appointed Agent Name)

By: Caroline L. Brown
(Signature)

Address: 321 Rose Petal Court

Henderson, NV 89012

Telephone: (702) 263-9065

Telephone: (702) 263-9065

(Local Agent)

Telephone: (602) 678-3400

(Bonding Company)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

L.L.O. Inc. dba: Acme Electric

(Principal Contractor)

DEAN L. WALKER PRES.
(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety: UNITED STATES FIDELITY & GUARANTY COMPANY

10793

(State of Nevada, License Number)

Caroline L. Brown, Attorney-in-Fact

(Appointed Agent Name)

By: Caroline L. Brown
(Signature)

Address: 8900 N. 22nd Avenue, Suite 300

Phoenix, Arizona 85021

Telephone: (602) 678-3400

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Original Acknowledgment attached to Guarantee Bond #40-0120-32615-99-3
executed May 18, 1999 in conjunction with Bid Number 99.1730.42-RC, Traffic
Signalization.

ACKNOWLEDGMENT OF CORPORATE SURETY

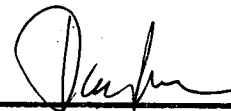
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On this 18th day of May, 19 99, before me

appeared Caroline L. Brown to me personally known, who
being by me duly sworn, did say that he is the aforesaid officer or attorney in
fact of the UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation; that the seal
affixed to the foregoing instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by
the aforesaid officer, by authority of its Board of Directors; and the aforesaid
officer acknowledged said instrument to be the free act and deed of said corpora-
tion.

My Commission Expires

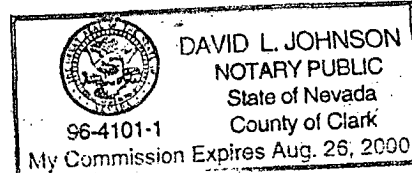
8-26-2000, 19



Notary Public

Clark County, Nevada

CIC-C-230-BD(8/90)



1559446

United States Fidelity and Guaranty Company**Power of Attorney**No. 109837

Know all men by these presents: That **United States Fidelity and Guaranty Company**, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Caroline L. Brown, David L. Johnson, James I. Moore and Stephen T. Kazmer**

of the City of **Henderson**, State of **Nevada** its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **United States Fidelity and Guaranty Company**, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this **8th** day of **May**, A.D. 19 **97**.

**United States Fidelity and Guaranty Company.**

(Signed) By *Gary A. Wilson* Vice President

(Signed) By *Thomas E. Huibregtse* Assistant Secretary

State of Maryland)

SS:

Baltimore City)

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In Testimony Whereof, I have hereunto set my hand and the seal of the **United States Fidelity and Guaranty Company**, on this **18th** day of **May**, 19 **99**



Thomas E. Huibregtse
Assistant Secretary

POLICY NUMBER : ASP040149

COMMERCIAL GENERAL LIABILITY

BID NUMBER AND PROJECT #99.1730.42-RC TRAFFIC SIGNALIZATION, LONE MOUNTAIN RD/RAINBOW BLV
LAKE MEAD DR/"J" ST, VEGAS DRIVE AND MICHAEL WAY
PWP-CL-1999-110

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

**CITY OF LAS VEGAS
PURCHASING AND CONTRACTS
FIRST FLOOR CITY HALL COMPLEX
400 EAST STEWART AVENUE
LAS VEGAS, NV 89101**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

THE CITY OF LAS VEGAS, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

CERTIFICATE of COVERAGE**Workers Compensation****NEVADA TRANSPORTATION NETWORK****Self Insured Group****C/O Pro\Group Management****810 E. Fifth Street, Suite A****Carson City, NV 89701****MEMBER COMPANY**

Acme Electric

3373 S Procyon

Las Vegas, NV 89102

Dates of Coverage:

12:01 AM on 01/01/1999 to 12:01 AM on 01/01/2000

This is to certify that the above named employer has secured coverage for his employees under the Nevada Workers Compensation Act by qualifying as a member of the NEVADA TRANSPORTATION NETWORK Self Insured Group. The Self Insured Group is an Association of Self Insured private employers authorized by the Nevada Insurance Division to pay Workers Compensation Benefits to employees of its member companies under Chapters 616 and 617 of the Nevada Revised Statutes. The State of Nevada issued it Certification Number 5001 to the NEVADA TRANSPORTATION NETWORK effective Wednesday, October 18, 1995.

LIMITS OF LIABILITY:

WORKERS COMPENSATION

STATUTORY

OPERATIONS COVERED:

NEVADA

EXCESS WORKERS COMP INSURANCE: RELIANCE NATIONAL INSURANCE COMPANY

This Certificate is issued as a matter of information only. Should the member company's enrollment in the Self Insured Group be terminated before the date of expiration shown above, for any cause, the NEVADA TRANSPORTATION NETWORK will endeavor to mail Ten (10) days written notice of such termination to the Certificate Holder named below. However, failure to mail such notice shall impose no obligation or liability upon the NEVADA TRANSPORTATION NETWORK, the Association Administrator, or any Party acting as a Trustee, Officer, Agent, or Appointee of the NEVADA TRANSPORTATION NETWORK Self Insured Group.

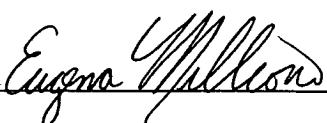
CERTIFICATE HOLDER:**JOB DESCRIPTIONS:**

CITY OF LAS VEGAS

BID # 99.1730.42-RC

400 E. STEWART AVE.

LAS VEGAS, NV 89101

Dated At**Carson City,****Nevada: May 18, 1999****By:****Title:**

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 22

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT****AWARD OF BIDS/REJECTIONS/RENEWALS/TERMINATIONS**

45

Rejection of bid and award of bid number 99.1739.06, Lorenzi Park ADA Retrofit; and approve the construction and contingency account - Department of Public Works

Award recommended to: ROWLETT CONSTRUCTION, INC. (\$328,705)

BROWN - Held in ABEYANCE to 5/24/99 - UNANIMOUS**5/24/99 Agenda**

NOTE: The item was initially trailed to the Finance Discussion portion of the agenda.

APPEARANCES:

GREGORY HERLEAN, Manager, Purchasing & Contracts Division

ATTORNEY SEAN HUGGINS, Moran & Associates

ATTORNEY JOHN MORAN JR., Moran & Associates

MARK VINCENT, Director, Finance & Business Services

CHIEF CIVIL DEPUTY CITY ATTORNEY JOHN REDLEIN

DEPUTY CITY MANAGER STEVE HOUCHENS

CITY MANAGER VIRGINIA VALENTINE

ED REIGER, Reiger Construction

NOTE: COUNCILMAN REESE stressed that Purchasing & Contracts staff should ensure that all bid requirements are clearly stated at the pre-bid conference.

NOTE: COUNCILMAN BROWN directed that Rowlett Construction be contacted and updated on the situation and be asked to be present at the 5/24/99 meeting.

NOTE: COUNCILMAN BROWN directed the City Attorney's office to brief the Council members on what determines a responsive bidder.

NOTE: COUNCILMAN BROWN and MAYOR JONES directed the City Attorney's office to define where the Council has discretion in terms of bids so that clear rules can be set for everyone to follow.

NOTE: COUNCILMAN BROWN instructed that, with the assistance of Reiger Construction, Purchasing & Contracts staff provide a list of bids that have been awarded that have not been required to list the license numbers of the subcontractors provided.

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

(11:00 - 11:32)

1-378/1-1423

CITY COUNCILMEETING OF
May 10, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST REJECTION OF BID AND AWARD OF BID NUMBER 99.1739.06, LORENZI PARK
ADA RETROFIT****PURPOSE/BACKGROUND**

The work for this project includes improvements for use by the disabled throughout Lorenzi Park, including the construction of concrete walks and ramps, handrails, bleachers, drinking fountains, and other site accessibility items, improvements to existing buildings and restroom facilities.

The apparent low bidder, Reiger Construction is considered non-responsive for not listing the subcontractors license number on the Subcontractor Listing Form as required by the bid documents in accordance with NRS 338.140.

BID ABSTRACT SUMMARY

	Base Bid	Additive #1	Total of Base Bid and Additive #1
Reiger Construction Co., Inc.	\$277,777	\$47,000	\$324,777*
Rowlett Construction, Inc.	\$282,605	\$46,100	\$328,705
D.W. Baker Construction, LLC	\$286,400	\$50,290	\$336,690
Durango Construction, Inc.	\$307,900	\$49,708	\$357,608
Eddie General Construction	\$328,899	\$39,100	\$367,999

* Recommended for Rejection

FISCAL IMPACT

Funds are available in the City Facilities Capital Project Fund.

RECOMMENDATIONS

Staff recommends that the City Council reject the bid of Reiger Construction Co., Inc. and approve the award of Bid Number 99.1739.06, Lorenzi Park ADA Retrofit, to Rowlett Construction, Inc., in the amount of \$328,705 and approve a construction contingency amount of \$45,000 for this project.

PREPARED BY

Regina R Heilman

Memorandum

City of Las Vegas
Finance and Business Services
Purchasing and Contracts Division

Person may ask to be heard on

consent item # 45

To: Mayor and City Council

From: Greg Herlean, Division Manager *GH*
Purchasing & Contracts

CC: V. Valentine, S. Houchens, M. Vincent, D. Anderson, J. Redlein

Date: May 7, 1999

Correction

Re: Protest Denial, Agenda Item 45, Lorenzi Park ADA Retrofit

Purchasing and Contracts received a bid protest from Reiger Construction on the grounds that they do **not** have to provide license numbers for its subcontractors. However, NRS 338.144.1(a) states, "If a general contractor fails to submit such a list within the required time, his bid shall be deemed **not responsive**. All other bidders provided license numbers for their subcontractors. Reiger was the low bidder, 1.2% less than the next low bidder, or \$324,777. Staff recommends award to the next low bidder which is both responsive and responsible. Award to Rawlett Construction is recommended for the following reasons:

1. Reiger failed to comply with two NRS requirements:
 - a. Failed to provide license numbers for all of its subcontractors.
 - b. Failed to provide final subcontractor selection two hours after bid opening. Instead, they submitted two days later.
2. This recommendation is supported by the City Attorney's office (John Redlein), Purchasing and Contracts, and Public Works (Gary Barr & Jeff Jacomb).

In addition, it should be noted that the City's last experience with Reiger was poor. Reiger Construction currently has a valid license but had their license **revoked twice** in 1994 for (1) failure to pay for material or services per NRS 624.3012 and (2) failure to keep records or maintain bond, misrepresentation and failure to establish financial responsibility or comply with law or regulations of board per NRS 624.3013.

Please see attachments for further reference.

City of Las Vegas

PURCHASING & CONTRACTS DIVISION
CITY HALL, 1ST FLOOR
400 E. STEWART AVENUE
LAS VEGAS, NEVADA 89101-2986
(702) 229-6231
FAX (702) 384-9964
TDD (702) 386-9108



GREGORY B. HERLEAN, CPCM
MANAGER

May 7, 1999

Shawn Huggins
Moran & Associates
830 South 4th Street, Suite 400
Las Vegas, NV 89101

Re: Bid 99.1739.06 Lorenzi Park ADA Retrofit

Dear Mr. Huggins:

This letter responds to your letter dated May 5, 1999, same subject.

As you restate in paragraph 3 of your letter, per City's Special Conditions (SC) 3.8A the first sentence states the bidder shall be bound by and comply with NRS 338.144. You continue to quote, "... the general contractors ... must submit a list of subcontractors ... and the number of the license issued to the subcontractor". However, you failed to quote the next sentence in this NRS section that expressly states, "If a general contractor fails to submit such a list within the required time, his bid shall be deemed **not responsive**". Later in your letter, you suggest this is an "honest mistake" and imply we should ignore a NRS-mandated requirement.

I cannot agree with your statement in paragraph 6 of your letter. The references are not confusing. The City chose to be more stringent than NRS in requiring subcontractors to be listed at the time of bid opening, not two hours later. We intentionally chose this more stringent requirement so that neither the contractor nor the City have to later worry about submitting this information and missing this two hour deadline, after bid opening. If complied with, this would have assisted Reiger since they submitted a new subcontractor two days after bid opening.

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN, LARRY BROWN
MICHAEL J. McDONALD, GARY REESE

CITY MANAGER
VIRGINIA VALENTINE

Mr. Shawn Huggins
Moran & Associates

-2-

Re: Bid 99.1739.06
May 7, 1999

In paragraph 7 of your letter you state, "This {City's bid solicitation} also *implies* that it was the duty of Contractor to *merely* verify that all of the subcontractors were properly licensed and there was not a duty imposed to supply the license number of each subcontractor". City solicitation paragraph SC 3.8B states the contractor shall verify prior to submitting their bid that all subcontractors specified are properly licensed. This would be necessary to complete the City's bid solicitation (i.e., to submit the number of the license issued to the subcontractor).

In paragraph 8 you stated, "... they were not *aware* that they were required to put in the license number as it was not in the bid document package itself". This argument appears weak for two reasons: 1) as you point out in your own letter, our bid document requires "the contractor **must** have spaces filled in for each subcontractor . . ." and 2) our bid document specifically contains plain marked spaces for these entries. If we were to extend your argument, why should Reiger, or any offeror, fill out any spaces? Why not just ignore the bid requirement and NRS? In contrast, **all** other bidders filled in the subcontractors and subcontractors' license numbers.

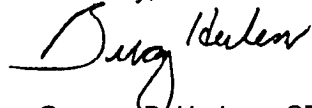
Paragraph 9 is an interesting recommendation. An allegory might be, "If one individual breaks the law, this makes it all right for others to break the law." In fact, the City and County both require these spaces to be completed.

I cannot agree with paragraph 10, but are pleased that you brought up this point. This point significantly demonstrates another NRS requirement that is ignored in your protest letter. NRS mandates that suppliers be responsive. Reiger, ... "in fact, later proposed a **different** plumber than the one originally listed with their bid. Reiger sent a fax to the City on April 22, 1999, (keep in mind the bid opened 4/20) stating that "We listed Excel Plumbing, it should have been Expert Plumbing Company". Reiger's notification occurred two days later, not the required two hours after bid opening. The original-proposed plumber, Excel, told Reiger, "Excel Plumbing did not bid on this project for Reiger Construction, or any other contractor. Please remove our name from the sub-contractor list." Apparently, Reiger ignored this statement and proposed them anyway. This is one of the same subcontractors that Reiger failed to provide their license number which caused them to be non-responsive in the first place. It also violates the intent of NRS that you state in your own letter, "the purpose of this regulation is to limit the practice of shopping for bids". By allowing two days, instead of two hours, for Reiger to change subcontractors, the City would violate the intent of NRS which you correctly point out.

Upon receipt of Reiger's April 28, 1999, letter, Regina Heilman and the undersigned immediately called to explain our reasons for the award. It was our understanding that Reiger would call us back if they still felt their justifications were valid. In the future, we will just respond in writing to Reiger.

Based upon the above, we must deny your protest.

Sincerely,



Gregory B. Herlean, CPCM
Manager,
Division of Contracts & Purchasing

GBH:kb

MORAN & ASSOCIATES
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
ATTORNEYS AT LAW
830 SOUTH 4TH STREET
SUITE 400
LAS VEGAS, NEVADA 89101

JOHN T. MORAN, JR.
JILL M. LYNNE
DAVID T. SPURLOCK, JR.
LEW BRANDON, JR.
JEFFERY A. BENDAVID
SHAWN R. HUGGINS

TELEPH (702) 384-8424

TELECO (702) 384-6568

May 5, 1999

via facsimile: 384-9964

Regina Heilman
City of Las Vegas
Purchasing & Contract Division
City Hall, First Floor
400 E. Stewart Ave.
Las Vegas, NV 89101-2986

RE: BID # 99.1739.06-RH/LORENZI PARK ADA RETROFIT

Dear Ms. Heilman:

The law office of Moran & Associates represents Reiger Construction regarding their bid on the above-referenced project. We are in possession of your correspondence dated April 28, 1999 which states that Reiger Construction's bid was non responsive and therefore they will not be awarded the contract due to their failure to list the license numbers of their subcontractors on the subcontractor list.

This letter will serve as a supplement to Mr. Leroy Ellenz's protest letter to your attention dated April 28, 1999 and shall also serve as an addendum to said protest. I have reviewed the bid documents, as well as the documents submitted by Reiger Construction. In that regard, I have the following comments.

Paragraph FC.3.8.A states, "The bidder shall be bound by and comply with the Nevada Revised Statute 33.144 to limit the practice of shopping for bids and shall provide a subcontractors listing with a submission of their bid. The form must have the spaces filled in for each subcontractor which will be paid in the amount exceeding 5% of the bid amount of \$50,000.00, whichever is less."

Further Section FC.3.8.B states, "Contractor shall verify prior to submitting their bid that all subcontractors specified are properly licensed. Substitutions of subcontractors specified in the bids shall comply with the requirements of Nevada Revised Statute 338.144."

NRS 338.144 provides in pertinent part:

Except as otherwise provided in subsection 2, each bid submitted to any Office Department, Board or Commission for the construction of any public work or improvement must include:

- (a) The name of each subcontractor who will provide labor or a portion of work or improvement to the contractor for which he will be paid in an amount exceeding 5% of the prime contractor's total bid. Within two hours after the completion of the opening of the bids, the general contractors who submitted the three lowest bids must submit a list of the name of each subcontractor who will provide labor or a portion of the work or improvement of the contractor for which he will be paid in the amount exceeding 1% of the prime Contractor's total bid or \$50,000.00 whichever is greater and the number of the license issued to the subcontractor pursuant to Chapter 624 of NRS. If the General Contractor fails to submit such a list within the required time, his bid shall be deemed non-responsive."

As can be seen from the three (3) above-referenced Rules and Statutes the regulations are convoluted and confusing. SC3.8.A of the bid document states that the contractor must have spaces filled in for each subcontractor which will be paid in the amount exceeding 5% of the bid amount or \$50,000.00, whichever is less. This says nothing about the license number of subcontractors being required. Further, SC3.8.B states that the Contractor shall verify prior to submitting their bid that all subcontractors specified are properly licensed. This also implies that it was the duty of Contractor to merely verify that all of the subcontractors were properly licensed and there was not a duty imposed to supply the license number of each subcontractor. Upon review of each of these different clauses, it is clear that Reiger Construction made an innocent mistake in not submitting the license numbers.

They had done their due diligence and had certified that all of the subcontractors were properly licensed in the state, however, they were not aware that they were required to put in the license number as it was not in the bid document package itself. Although the bid documents refer to NRS 338.144, it is understandable that the applicant made an honest mistake in not putting in the license numbers.

Further, Reiger Construction has submitted numerous bids to the State of Nevada and the City of Las Vegas on previous occasions and has never been required to submit the license numbers of its subcontractors. This shows a course of conduct between the City and Reiger Construction and that they had no expectation that the entire bid could be denied merely because the subcontractor license numbers were not provided. Based upon this course of conduct and Reiger Construction's past bids to the city which were successful, Reiger Construction had no knowledge that they were to provide license numbers for subcontractors.

Further, as stated in the bid package Section SC.3.8.A and NRS 338.144, the purpose of this regulation is to limit the practice of shopping for bids. The subcontractors list, which

was timely filed by Reiger Construction, has not changed since the original filing and the license numbers have been merely added. There has been no shopping for subcontractors in order to lessen or shop for a lower bid. The purpose of the Statute is clear and stated unequivocally. Therefore, Reiger Construction has substantially complied with the Statute and the bid document package in that they have not changed subcontractors and never had any intention to do so. The fact that the license number was omitted does not reduce the obligation of Reiger Construction to use the subcontractors as listed. Further, it should be noted that all of the subcontractors listed are validly licensed and were validly licensed when the list was submitted.

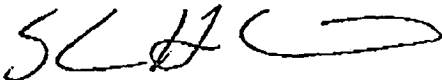
Finally, Reiger Construction's protest letter of April 28, 1999 was not responded to in writing as required by SGC.2.14 of the Bid Documents. The first that Reiger Construction learned that their bid was denied was April 28, 1999. Pursuant to SGC.2 the protest was timely filed with no response from your office. If this matter cannot be worked out, we will be filing for an administration appeal following your response.

Based upon all of these considerations, Reiger Construction respectfully requests that you reconsider the decision not to accept their bid based upon the inadvertent omission of a subcontractor's license number. The spirit and the color of the bid documents, as well as the Statute, have been complied with and there has been no prejudice nor harm to the City or anyone involved with this project based upon Reiger's inadvertent omission. It should be noted that Reiger's bid was lower than any of the other bids by the General Contractor and is clearly the "Best bid". It would be in the city's best interest to move forward with selecting Reiger Construction for this job. They are more than qualified to handle this project in a professional manner.

I would certainly like to discuss this issue with you if you have any questions or comments regarding this matter. Please contact the undersigned or John T. Moran, Jr. at your earliest convenience. If we do not hear from you, we will be present at the City Council Meeting on May 10, 1999 to state our position on these issues.

Very truly yours,

MORAN & ASSOCIATES



Shawn R. Huggins, Esq.
SRH/tlc

cc: Ed Reiger
Gregory Herlean
John T. Moran, Jr., Esq.

**Reiger Construction Co., Inc.**

License Number 23383

Beeper

381-7888

(702) 385-3988

4200 N. DECATUR

LAS VEGAS, NV 89130

To: City of Las Vegas

Attn: Regina Heilman
Gregory Herlean

April 28, 1999

Dear Sirs;

In regard to your FAX 4/28/99 at 11:22 am. Reiger Construction Co. has contracted with the City, County and State on numerous projects and never has been rejected for not listing a subcontractors license number. Please note at time of bid opening Mr. Crutchfield noted subcontractors list and at that time said every was in order. Also, please note that all subcontractors listed are licensed to perform the trades they were listed for.

In regards of not being able to contact Reiger Construction. Our incoming phone line was out for 3 days (business days) prior to today. Reiger Construction did not know the phone was out till 4/28/99 at approx 10:30 am. I have requested a letter from Sprint to verify this.

I am hoping this can be resolved before the May 10th, 10:00 am City Council Meeting. Please call me at 385-3971 or 349-8332 if there is anything we can do.

Most Sincerely,

Meroy Ellenz
Project Manager

City of Las Vegas

PURCHASING & CONTRACTS
DIVISION
CITY HALL, 1ST FLOOR
400 E. STEWART AVENUE
LAS VEGAS, NEVADA 89101-2986
(702) 229-6231
FAX (702) 384-9964
TDD (702) 386-9108



GREGORY HERLEAN, CPCM
MANAGER

REGINA R. HEILMAN C.P.M.
CONTRACTS SPECIALIST

April 28, 1999

Mr. Ed Reiger
Reiger Construction Co. Inc.
4200 North Decatur
Las Vegas NV 89130

RE: BID # 99.1739.06 LORENZI PARK ADA RETROFIT

Dear Mr. Reiger:

After evaluating the bids for the above project, staff will be recommending rejection of Reiger Construction's bid as non responsive, as there are no Subcontractor license numbers listed on the Subcontractor Listing form. NRS 338.144 paragraph 1(a) states: The name of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding 5 percent of the prime contractor's total bid. Within 2 hours after the completion of the opening of the bid, the general contractors who submitted the three lowest bids must submit a list of the name of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, *and the number of the license issued to the subcontractor pursuant to chapter 624 of NRS. If a general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.* The City's bid document, Special Conditions, SC 3.8 Subcontracting states: The bidder shall be bound by and comply with Nevada revised statute 338.144 to limit the practice of shopping for bids and shall provide a Subcontractors Listing with the submission of their Bid. *The form must have the spaces filled in for each subcontractor which will be paid an amount exceeding five percent (5%) of the bid amount or Fifty Thousand Dollars (\$50,000) whichever is less.* This item will be heard at the next City Council meeting, May 10, 10:00 am, held in the Council Chambers at City Hall, 400 E Stewart Avenue.

I have been unsuccessful in my attempts to reach you or leave you a message at both the beeper number 281-7888, and the phone number 385-3988. Please give me a call if you have any questions regarding the City's decision.

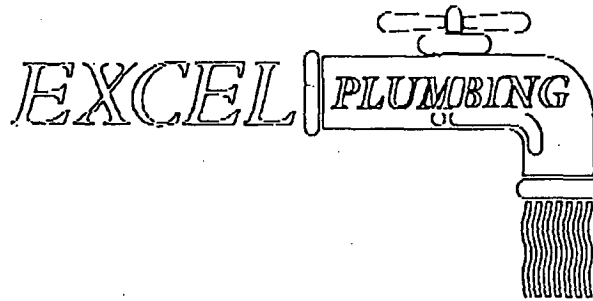
Sincerely,

Regina Heilman C.P.M.

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN, MICHAEL J. McDONALD,
GARY REESE, LARRY BROWN

CITY MANAGER
VIRGINIA VALENTINE



April 27, 1999

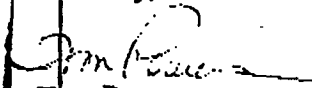
City of Las Vegas

Re: Lorenzi Park

It has been brought to my attention that Excel Plumbing was listed as a sub-contractor for the above referenced project, which was rewarded to Reiger Construction. Excel Plumbing did not do a bid on this project for Reiger Construction or any other contractor. Please remove our name from the sub-contractor list.

If you have any further questions regarding this matter, please feel free to contact me.

Sincerely,


Tom Powers
Owner

**Reiger Construction Co., Inc.**

License Number 23383

Beeper

381-7888

(702) 385-3988

4200 N. DECATUR

LAS VEGAS, NV 89130

*no in service
not at this time
called 4/20 noonish, no mach
4/27
4/28*

City of Las Vegas
Lorenzi Park ADA Retrofit
Project No. 99.1739.06-RH

April 22, 1999

Dear Mr. Crutchfield,

In regards to the plumbing company listed on this job. We listed Excel Plumbing, it should have been Expert Plumbing Company, Their License # 44586, 1825 W. Bonanza Las Vegas, Nevada 89106 and phone is 702 631 0444. We are sorry for the misunderstanding. If you have any questions please give me a call.

Sincerely,

Leroy Ellenz-Project Manager

*last time
suspended 9/94
less than 1 month
Board action
9/27/94
10/94
10/21/94
Joyce Contractors Board
1/94
3/94
Board action
1/12/94*

CITY COUNCIL MINUTES
MEETING OF
MAY 10, 1999

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VERBATIM TRANSCRIPT - ITEM 45: BID NO. 99.1739.06, LORENZI PARK ADA RETROFIT

COUNCILMAN ADAMSEN

Item No. 1 under Business Items is any items from the morning session that the Council, staff and/or applicant wishes to be stricken and held in abeyance to a future meeting may be brought forward and acted upon at this time. We have three requests on the morning session. Item 46 -- award of bid, Central Fire Station, and item 83 -- installation of speed humps on Boseck, and item 45, the rejection and award of bid for Lorenzi Park; we'll trail that to the Finance Discussion portion of the Agenda.

COUNCILMAN REESE

Yes, Sir, I'd move that we pull the items previously mentioned forward and take the appropriate action.

COUNCILMAN ADAMSEN

Comments on the motion? Cast your votes.

COUNCILMAN BROWN

Councilman, I'd like to add Item No. 47, if we could hold that in abeyance for two weeks.

COUNCILMAN REESE

I'd add that to my motion.

COUNCILMAN ADAMSEN

Item 47 to be held in abeyance to the next meeting. Any other comments? Cast your votes. Post. Motion's approved. **(Motion carried with MCDONALD not voting and JONES excused)**

END RELATED DISCUSSION - RESUME RELATED DISCUSSION

MAYOR JONES

Finance and Business - Item 75 is discussion and possible -- Well, first, we were trailing item 45, which was the rejection and award of bid for Lorenzi Park ADA Retrofit.

GREGORY HERLEAN, MANAGER,
PURCHASING & CONTRACTS

Yes. And that's what I'm up here for. Okay. For item 45 we received a protest from Reiger Construction, and we wish not to entertain the protest because Reiger failed to provide license numbers, not for one, but all its subcontractors. Later they failed to provide their subcontractor selection, not two hours after bid opening, as required, but two days later, which allows for bid shopping. And for that reason we recommended award to the next low bidder, Rowlett Construction.

ATTORNEY SEAN HUGGINS

Good morning, Your Honor, members of the Council. Sean Huggins of Moran & Associates here with John Moran, as you know, Ed Reiger of Reiger Construction. We are here to protest the award of the bid to Rowlett Construction for several reasons.

First if I may, I'd like to go through a little bit of history of the bid. On April 20th the bids were submitted to the proper

CITY COUNCIL MINUTES
MEETING OF
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VERBATIM TRANSCRIPT - ITEM 45: BID NO. 99.1739.06, LORENZI PARK ADA RETROFIT

department. They were opened. The bids were as follows: Reiger - total bid was \$324,777; Rowlett's was 328,705; that's a difference of \$3,928. Reiger was clearly the best bid by almost \$4,000.

Additionally, at this - meeting the subcontractor lists were supplied as required. Mr. Reiger submitted his list, inadvertently he left off the license numbers of the subcontractors. As you can see here, on the overhead is his list that was subsequently submitted, pursuant to the request.

COUNCILMAN BROWN

Could we go to the over --

ATTORNEY SEAN HUGGINS

Is it on the overhead?

ATTORNEY JOHN MORAN, JR.

Yeah, now it is.

ATTORNEY SEAN HUGGINS

Okay. As you can see it's a subcontractor list. Here's where the license numbers are to be listed, and this was subsequently given to the department. As you can see, there's eight subcontractors listed with all the proper numbers.

Approximately two days after the bid Mr. Reiger was contacted by a Mr. Crutchfield who informed him that one of his subcontractors did not bid on this project. What that was is that's the plumbing contractor right here. Apparently one of his staff had inadvertently put in the wrong initials, as an E-X-T- as opposed to Expert Plumbing. Immediately he came down, put in Expert Plumbing as a new bid, Mr. Crutchfield accepted it, didn't request the license numbers at that time, said once again, everything's in order, we'll go ahead with your bid, best bid. Mr. Reiger assumed he had it, went about his business.

At this point, they were detrimentally relying on the assertions of the commission, the planning - council in that they - were to get this bid - they bid the most, excuse me, they bid the least, and it was the best bid clearly. Additionally, when they submitted the - subcontractor listings, they were looked through. No one said anything about it. Everything was fine.

Finally, April 28th they receive a letter from Mr. - excuse me, the letter was actually from the Council, Mrs. Regina Heilman of the City of Las Vegas. In that letter she asserted that the bid was non responsive and that the subcontractor licenses were not on the form. This was the first that they had heard about this. Immediately, they faxed a letter back and said, we apologize. We didn't realize we had not placed

**CITY COUNCIL MINUTES
MEETING OF
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VERBATIM TRANSCRIPT - ITEM 45: BID NO. 99.1739.06, LORENZI PARK ADA RETROFIT

the subcontractor license numbers on there and they supplied them, as you can see; this was supplied – all the subcontractor license numbers.

Now, the thing to remember here is that there's three clauses that go to this issue. Listing of license numbers. The first one is clause SC-3.8 of the bid package. As you can see right here, Subcontracting. As you can see the bidder shall be bound by and comply with Nevada Revised Statute 338.144 to limit the practice of shopping for bids and shall provide a subcontractor listing with the submission of their bid. The form must have the spaces filled in for each subcontractor with paid the amount exceeding five percent of the bid amount or \$50,000, which ever is less.

If you look at the next section. Contractors shall verify prior to submitting their bid that all subcontractors specified are properly licensed. Now, this refers to NRS 338.144, which is what the Planning Department (sic) has determined we did not comply with. As you can see, 338.144.1-A, the section, the line is, and the number of the license issued to the subcontractor pursuant to 624 of the NRS must be listed on here.

What I'd like to point out, if I may, this statute states that one percent of the prime contractor's total bid or 50,000 must be listed on the subcontractors. If you look at this, this shows five percent of the bid or \$50,000. Additionally, section 38-B states that they shall verify that all subcontractors are properly licensed.

MAYOR JONES

Gentleman, other than bureaucratic red tape, do we have any real reason to reject this bid?

GREGORY HERLEAN, MANAGER,
PURCHASING & CONTRACTS

Yes, Sir -- Yes, Ma'am, we did. This -- allows, as the counselor just presented, it allows for the -- practice of bid shopping and that's exactly what happened, they did a change. In fact, when we, we tried many times to contact their firm, and for whatever reasons their phones weren't working, so that we could even help them correct it. The conflict that the counselor's pointing out right here is one of, we were trying to get all the information up front so that's why our bid solicitation asked for everything to be submitted up front, so that we don't have to weigh on the two hours of the conflict that he was trying to point out. We didn't receive that information, so on two accounts for NRS, and NRS is very explicit, that we must receive the licenses and that we must, if they have any changes, they be submitted within two hours. That was not done.

MAYOR JONES

I just had a question. You can continue with your record,

CITY COUNCIL MINUTES
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VERBATIM TRANSCRIPT - ITEM 45: BID NO. 99.1739.06, LORENZI PARK ADA RETROFIT

counselor. I didn't mean to stop your presentation.

ATTORNEY SEAN HUGGINS

Go ahead, Mr. --

ATTORNEY JOHN MORAN, JR.

No. Go ahead. I want you to point out the administrative remedy aspect as well as the competing recommended bid.

ATTORNEY SEAN HUGGINS

Okay. If I may, this wasn't a change of bid. We weren't shopping bidders in -- response to his point. It was merely a misprinted, you know, mistake on the plumbing subcontractor. That's all it was. As soon as they found out, they called Mr. Reiger, he came down, immediately fixed it. This was not shopping for bids. The bid did not change. It was merely inadvertence, the same as the listing of the subcontractor numbers. That's -- the main point here is it was inadvertence which caused this whole problem. They were the best bid and they were the lowest bid.

One other thing I'd like to point out, if I may, is they seem to be holding us so tight to these statutes, which are one, when read together they don't -- jive properly, as I showed you with the statute and the bids. It's confusing, it's hard to see exactly what you were to submit. They verified the subcontractors, they listed all the subcontractors, they said what they were to do, and just because they were missing a number, which was later submitted, we don't feel that's any reason to deny the best bid and cost the taxpayers almost \$4,000.

Additionally, if you'll notice here on the subcontractor listing of Rowlett Construction on the, which has been recommended, you can see that they list two subcontractors. Based upon the information we have, it's impossible to do this job with two subcontractors. As you can see from ours, we've got plumbing, electrical, tile, toilet access, asbestos abatement, playground equipment, tot surface, and railing. A minimum of eight subcontractors on this job.

If we're going to be denying things on technicalities, we feel like this Rowlett bid is -- clearly lacking and that they have not listed all the subcontractors that will be necessary, particularly asbestos abatement. They need to have that listed.

Finally, if I may, what's shown here is SGC-2.14, also in the bid package. This sets forth the rights of protest. Any individual or company who is allegedly aggrieved in connection with this solicitation or award of a contract may protest. The protest will be submitted in writing to the Manager of Purchasing & Contracts within three working

CITY COUNCIL MINUTES
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VERBATIM TRANSCRIPT - ITEM 45: BID NO. 99.1739.06, LORENZI PARK ADA RETROFIT

days after such aggrieved person knows or should have known of the facts giving rise thereto. We first found out on April 28th, that day the protest was faxed back.

Purchasing & Contracts Division Manager shall review the written protest and shall issue a decision in writing. We never received such decision. We were brought into this – matter three days ago with no decision yet. Mr. Reiger asked us what we could do about it, we sent the letter to the proper people. In that regard, we've never had the opportunity to submit our appeal to the Finance & Business Services Division. Even – they're not complying with the actual written qualifications and the written rules of their bid package. They understand as well as anybody that innocent mistakes happen, and Reiger Construction should not be punished merely for mistakenly not putting in the license numbers, which had by the way, not been required on prior bids to the City, County, or State, which had never been disapproved on these grounds.

MAYOR JONES

Well, what are we – this, and maybe somebody can explain to me what we really have to gain by delaying the acceptance of a bid, by moving forward. I -- guess, I'm missing some point here. I mean, there seems to be some disagreement, whether it was, you know, whether it was listed or not listed. But some times it appears to me it's more prudent to accept a bid so we can do the project and move forward rather than argue.

MARK VINCENT, DIRECTOR,
FINANCE & BUSINESS SERVICES

Your Honor, the – items clearly were not listed in the, I think the issue here is what's the intent of the NRS statute. I recognize that it does seem to be technical in nature or arbitrary but there's a purpose behind it --

MAYOR JONES

Most of the NRS statutes are.

MARK VINCENT, DIRECTOR,
FINANCE & BUSINESS SERVICES

Unfortunately, that may be true.

MAYOR JONES

If you've read them lately.

MARK VINCENT, DIRECTOR,
FINANCE & BUSINESS SERVICES

But – there is a purpose behind this one, and it's the one that – the counsel has already indicated, it's to prevent bid shopping. None of the license numbers, that I understand, were identified on their original bid document. That's the intent of the law. I guess, what you're asking is there a judgment call here where we can make, take an exception to the law. I guess, I'd like to refer to Counsel here as to whether or not they think that's a smart thing for us to do.

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MAY 10, 1999

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VERBATIM TRANSCRIPT - ITEM 45: BID NO. 99.1739.06, LORENZI PARK ADA RETROFIT

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

Could I confirm one thing, is it true, Mr. Huggins, that none of the contractors' numbers were listed on your original bid?

ATTORNEY SEAN HUGGINS

The subcontractors' numbers; that's correct.

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

The subcontractors. Okay. Let me explain what the statute says. In two parts it said it is required for a Public Works bid that anybody who's gonna have five percent of the job, any subcontractor who's gonna have five percent of the total price of the job, has to be listed by name. It also says then within two hours after the time has bid that you've gotta submit (inaudible) each of those subcontractors' State subcontractor license numbers. The purposes are if we wanna make sure that contractors just don't throw in a name without having negotiated a contract with them, and we also place on them the burden to confirm that the person is legally capable, licensed, and able to do that job.

MAYOR JONES

That appears to be a different issue than we've just been discussing here --

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

Oh, no. Madam, Mayor, it's exactly the same thing.

MAYOR JONES

Wait, John, I agree with you. What I'm saying is that's the record that's been built here. They're talking about no one has dealt with the fact that there were no contractors' license with the subs listed. They were talking about one license. What I'm asking counsel is that changes the issue.

ATTORNEY JOHN MORAN, JR.

That's correct. Absolutely. And -- in deference to Mr. Redlein, who I have the most respect for, one thing that hasn't been clearly pointed out and I want to point out is if you look at, and I have it on the overhead and I've -- underlined it. If you look at the City's and part of the bid process, 3.8-A, it says five percent of the bid amount; okay? If you look at the State statute, it says one percent of the prime contractor's total bid or 50,000. So even the statute is inconsistent with the requirements of the bid itself. So what are we saying? Are we saying -- that on this -- bid we're gonna follow NRS and, even though the bid itself, the language of the bid itself calls for one percent. This is but one example, Mayor Jones. And really what we're here to --

MAYOR JONES

But --, Mr. Moran, can I ask you something?

ATTORNEY JOHN MORAN, JR.

Yes.

MAYOR JONES

Whether it's one percent or five percent still doesn't answer the fact that he didn't list any of --

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ATTORNEY JOHN MORAN, JR.

He listed all of his subs, all eight subs. He didn't list the license numbers. That is not required in the City specs. And the two – specs are inconsistent. He identifies them as licensed contractors, subs in the State of Nevada, which is important. He doesn't put his license numbers on and when it's subsequently, after the fact point out to him that is, that – the license numbers aren't there, he immediately puts the license numbers in there.

What I'm saying is, is that and we're talking about purpose, and this gentleman is concerned about what is the reason that we have these bids. Well, the reason we have bids and bids (inaudible), even though the NRS is inconsistent with the City's requirements, the reason is to ensure that the taxpayers in the City are able to have the lowest bid accepted who is competent to perform the work. That's really the purpose here. So that the citizens in the community, when all these jobs are being done and the City is being developed, aren't subjected to high bids, when they can get a contractor who's competent to do a low bid. I would submit that the purpose of – that purpose which is important and ensure that low bids get the job that they're competent to perform is not diminished by the fact that Mr. Reiger omitted to put license numbers on there when those license numbers are not required by this bid spec, which the language that this is inconsistent, the City's own with the – statute here.

I think that's real important to keep in mind. And then when the City sets down an administrative procedure for people who have a protest, such as Mr. Reiger, and that administrative procedure's not followed, to wit there's no written decision of rejection, okay; I think that that's important as well. And then when you throw in who is the City recommending for this contract who wasn't the lowest bidder like Mr. Reiger was and you look at what they've submitted, which is not eight subs but two subs, one for steel and one for plumbing, okay; who's going to do the electrical? Who is going to do the refrigeration and the air conditioning? Who is gonna do that? If we're talking about bid shopping, I think that putting two people, two – subs on a bid that's recommended to the City is bid shopping when this guy can come back later and say, okay, well, maybe this is the electrical, maybe this is the plumbing.

This bid here has eight subs on it. Just because he doesn't put the license numbers down doesn't in fact diminish the purpose was to ensure that the competent, lowest bid person gets the job. And historically in the State, City, and County license numbers have been omitted from bids in the

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past. And that is – a fact historically in the City, yet those people were awarded contracts. Not because they didn't leave the license number down, but because they were the lowest and they were competent to do the job. And that's what Mr. Reiger is and that's basically what our bone of contention is with the City.

GREGORY HERLEAN, MANAGER,
PURCHASING & CONTRACTS

Yeah, I'd like to, if I could, address a couple of points. The NRS statute doesn't require all the listing of the subcontractors so named. It requires five percent or 50,000, whichever is the greater, and Rowlett Construction complied with that. The bid, it's interesting when we talk about the procedural manners of all this, because as soon as we found this we tried to get in – contact with Reiger Construction, and we tried both the pager and the other phone; we could not reach them. All the other subcontractors – oh, I'm sorry – prime contractors submitted their subcontractors and their license numbers. The only firm that did not do that was Reiger Construction.

Many of the items that were mentioned in Mr. Moran's presentation were things that were and have been consequently taken care of by the construction firm, Rowlett Construction, which we recommend. So all the points that were addressed have been taken care of since that time, and that was per the bid solicitation for the statute. The only difference, the only conflict between the two is in one case in the bid solicitation we asked for all these subcontractor licenses to be required at the time of bid opening and not two hours after, which would have been to their assistance if they had submitted everything up front because as it was we have a letter from them that their phone was out. We also have a letter --

MAYOR JONES

Excuse me. Councilman, did you have a question?

COUNCILMAN REESE

Yes, I do. I'd like you to address what Mr. Moran was saying about we have accepted other bids with, you know, subcontractors without their numbers.

GREGORY HERLEAN, MANAGER,
PURCHASING & CONTRACTS

That is not the practice of the Purchasing & Contracts Division.

MAYOR JONES

That wasn't the question.

COUNCILMAN REESE

Have – we in fact done this in the past?

GREGORY HERLEAN, MANAGER,
PURCHASING & CONTRACTS

Have we ever done it once, I've not been with the City long -

ATTORNEY JOHN MORAN, JR.

You've done it three times when Mr. Reiger bid on other City

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contracts and was awarded the job.

GREGORY HERLEAN, MANAGER,
PURCHASING & CONTRACTS Can we see that documentation, please, Sir?

ATTORNEY JOHN MORAN, JR. I'll have him – He'll talk right here, is his documentation.

COUNCILMAN REESE Well, just – I just want my City staff to explain to me. Have we – ever let a bid without using these subcontractors numbers?

GREGORY HERLEAN, MANAGER,
PURCHASING & CONTRACTS I can't answer that we've never ever had that instance.

COUNCILMAN REESE Is it – in our NRS numbers that they have to have, that it's mandatory that they have these?

GREGORY HERLEAN, MANAGER,
PURCHASING & CONTRACTS It is mandatory that they have to have it.

DEPUTY CITY MANAGER
HOUCHENS Councilman, if I may, obviously Mark, and particularly Greg, is – fairly new to this. They're under the direction to follow NRS to the letter. They're under the direction to, you know, as they go through the bid process to make sure that folks have concluded all the specifics that are included in the bid documents, so I think, it may have happened in the past. I don't think they're in a position to – know that for certain.

COUNCILMAN REESE Okay. Well, then my other question would be then is like it's been brought out here today that there are different things that have to be done in here and one of them that, to me, is very important is the asbestos removal. But yet in the – bid that they're recommending that we approve, there's no method there for them to remove the asbestos.

GREGORY HERLEAN, MANAGER,
PURCHASING & CONTRACTS Councilman Reese, there – is, and it was just that at the time the five percent or 50,000, whichever is the greater at the time of bid opening, they only submit those subs that were required at the time. And that's what they submitted and therefore they were responsive to the bid.

MAYOR JONES It seems to me we have a more clearly delineated bid than this bid, I mean, you may know, but if I'm just looking at it, I don't know. I'm saying here's a bid and there's two subs and there're going to be other subs but we don't really know what they're gonna do or what they're gonna cost or how it comes in line. And you know, we all know lowest and responsive and responsible bidder often times is accompanied with change orders that change the dynamics, particularly when I'm looking at only two subs listed instead of eight subs listed. What kind of guarantees do we have as

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a Council that it's the lowest bidder at all?

COUNCILMAN REESE

And I -- have been a proponent of making sure that these bids are, you know, that we do have our pre-bid conference and we are, that the bidders are told that this is what's gonna be. Sometimes, you know, you can't, if people haven't bid, they bid before and they've been accepted without having these things in, maybe some time some where we have to make sure that they understand, whether it be in pre-bid conference that they are told that these numbers have to be there.

And, I guess, for four years I've tried to, I have tried to make the bid process fair and equitable to the bidders as well as to the Council that sits up here and hears these complaints and stuff. I want it to be so that when, that there is no problem like this, and we don't have to sit here and try to make a decision based upon what I -- look at when, like I try to explain with the two bidders, or with the one bidder, the one that you're proposing that we accept, has two people that's gonna do the work of what they're gonna have with eight people. And whether it's five percent, fifty percent or whatever, I -- don't understand that and that's --

GREGORY HERLEAN, MANAGER,
PURCHASING & CONTRACTS

It's a -- it's just, it was, it's a timing thing. At the time of bid opening, they submitted those that were five percent or fifty thousand, whichever is the greater, and they could submit the rest at the time notice of award, and which they've done.

COUNCILMAN REESE

Okay. But my concern --

GREGORY HERLEAN, MANAGER,
PURCHASING & CONTRACTS

(inaudible)

MAYOR JONES

(inaudible)

COUNCILMAN REESE

-- is, okay, and I've tried to say, we have a pre-bid conference, okay, and I think the people, the employees of the City of Las Vegas understands where I'm coming from; okay? During this pre-bid conference did we in fact go over that these numbers have to be in place on these subs, subcontractors' numbers?

GREGORY HERLEAN, MANAGER,
PURCHASING & CONTRACTS

I was not present physically at the time of the pre-bid conference. I can tell you that all of the subcontractors, except for this one firm, had completed the information that was requested where the counselor over here just read out to all of you that must submit in all the spaces required, so --

MAYOR JONES

Councilman Brown?

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ATTORNEY JOHN MORAN, JR. Talking about license numbers.

GREGORY HERLEAN, MANAGER,
PURCHASING & CONTRACTS Right, the license numbers.

COUNCILMAN BROWN This is another one, Mayor Jones. Previously we were involved in the drying time of paint.

COUNCILMAN REESE Amen.

COUNCILMAN BROWN And now we're getting into purchasing, and I think this, we have to start relying on staff. And despite some problems in the past, I think, our Purchasing is definitely moving in the right direction. A couple -- comments and then a couple questions. One is we either have to go black and white consistently, which an attorney then can challenge the black and white, or we have to have discretion, which an attorney can challenge our discretion. So inevitably we're gonna be arguing about how fast paint dries.

Specifically, --

ATTORNEY JOHN MORAN, JR. Councilman, --

COUNCILMAN BROWN Hold on, Mr. Moran, just for a second.

ATTORNEY JOHN MORAN, JR. Sure. I was gonna answer that.

COUNCILMAN BROWN Do we have -- I guess this would be directed to our Counsel -- Do we have discretion on the fact, and I don't think, I think counsel used inadvertently, but do we have discretion if that does not meet the standard, to then use discretion to say, well, that's okay?

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN Statute says we do not.

COUNCILMAN BROWN Okay. Secondly, and this, I didn't understand this part of the testimony, Mr. Moran, but there was also Excel Plumbing versus Expert Plumbing?

ATTORNEY JOHN MORAN, JR. That's correct. That was an inadvertence. The secretary picked up E-X-T- incorrectly, assumed that that was the sub and came back. And --, Councilman Brown, one other thing I wanted to show you, if I could, --

COUNCILMAN BROWN You can after I get through my laundry list.

ATTORNEY JOHN MORAN, JR. Sure.

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COUNCILMAN BROWN

So, is there such a thing as Excel Plumbing and Expert Plumbing; are those two contracts? Okay.

ATTORNEY JOHN MORAN, JR.

Yes --, they are. And that's -- basically a ministerial error on that that was immediately corrected and that's how that inadvertently got there. Can I answer that one question because you -- raised something that was very, very interesting. It's what I point out previously that we shouldn't leave, lose sight of. And that -- sight is basically which, Councilman Brown, would you, if you were submitting a bid, would you believe applies to you? Would you say that this Nevada Revised Statute section which is quoted in the bid 338.144 which is paid in an amount exceeding one percent of the prime contractor's total bid of 50,000 would be the one you'd adhere to? Or would you say that the City's subcontracting bid of five percent of the bid amount would be?

And that's just one illustration of the inconsistencies that -- occur and just blindly say, well, you gotta comply with State Statute but here's what we want you to do, and then you do it.

COUNCILMAN BROWN

I'll blindly state without understanding the whole process that I would defer to the City and hopefully we have a more stringent process in place.

ATTORNEY JOHN MORAN, JR.

And -- I would too, and guess what the City says. The City says have a contractors listing with the submission of their bid, nothing about contractors' numbers and that's exactly the one that Mr. Reiger adhered to. He would agree with you on that and he's done three other jobs in the City where license numbers were never required and he got the bid to build a lot of the stuff that we're sitting in right now.

COUNCILMAN BROWN

And again, that's, at least from my perspective, hearsay.

ATTORNEY JOHN MORAN, JR.

I agree --.

COUNCILMAN BROWN

So if he wants to, you know, put that in writing and submit documentation, I'm sure we have a case.

ATTORNEY JOHN MORAN, JR.

And he was very responsive to everything that the City told him. He was told on two occasions not only was he the lowest but his -- bid was in order.

MAYOR JONES

Mr. Redlein, is what you're saying is that the NRS statute supersedes again the City statute?

CHIEF CIVIL DEPUTY CITY

No, Ma'am, but they did not comply with the NRS statute.

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ATTORNEY JOHN REDLEIN

MAYOR JONES

I – understand that, but that wasn't my question.

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

We asked for more than the NRS would require. They not only did not comply with what we asked for, they did not require with that lower level that the law requires.

MAYOR JONES

Boy, I'm really confused then, because --

ATTORNEY JOHN MORAN, JR.

Here's – the language of the City.

MAYOR JONES

-- it doesn't appear to be what I've been told.

COUNCILMAN BROWN

They --, Mayor, thank you, because my understanding is they didn't meet our more stringent and they also didn't meet the less stringent.

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

The less stringent NRS provision.

ATTORNEY JOHN MORAN, JR.

License numbers – aren't in here. Here's – the City's language right here.

MAYOR JONES

But – I thought you just said that the City didn't require license numbers.

ATTORNEY JOHN MORAN, JR.

That's exactly right. They didn't and they haven't in the past.

MAYOR JONES

(inaudible) language (inaudible)

ATTORNEY JOHN MORAN, JR.

What the City said is – NRS --

MAYOR JONES

It does require license numbers?

CITY MANAGER VALENTINE

No. I think what they're saying is that we always have to comply with the – statutes, always. But we can require more stringent. And in this case the more stringent was the five percent. We did not waive and could not waive the listing of the contractor numbers, licensing numbers.

MAYOR JONES

Here's – my question, with – a lawsuit waiting to happen. There's – a couple of things here. Nobody seems to be able to answer if we've ever done this before or not done this before and --

CITY MANAGER VALENTINE

I don't think we've ever done it before intentionally, because it would always be our intent to comply with the Statutes.

MAYOR JONES

I'm sure -- we haven't. My question is how many unintentional times did it occur. I mean, if I was a lawyer and

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I'm gonna make a suit, I'm gonna go back and say, how many other times did you award bids, and if it's 300 unintentional times, that's --

CITY MANAGER VALENTINE

I don't know that --

ATTORNEY JOHN MORAN, JR.

You're right, Mayor, and we have three personally that we know of. And are we gonna deny the lowest bid and deny the right of the taxpayers to have the benefit of somebody's done prior jobs with the City successfully, has the lowest bid, because he's -- done what he's done in the past, doesn't put the contractors' subs' numbers but lists them?

COUNCILMAN BROWN

Mayor Jones --

ATTORNEY JOHN MORAN, JR.

I don't think so. That doesn't make any, that's throwing out the baby with the bath water. That's what that is.

COUNCILMAN BROWN

If I -- may finish my list, and I gave Mr. Moran a chance to respond to one, so he can't respond anymore yet. I have backup of a May 7th letter from the City to Mr. Huggins and I'd like to enter that into the record, along with all the documentation, if we are setting a record.

MAYOR JONES

We are.

COUNCILMAN BROWN

I also wanted to comment on Mr. Moran's fact as far as the -- low cost involved. It's -- somewhat misleading to say that we're gonna go out and take the lowest bid just from a cost standpoint. That's why everybody speaks to the lowest and responsive bidder. And, I think, Mayor Jones, if -- where we're going with this is maybe to get all this other information before us before we make a decision, I would like our Counsel to look at and at least brief us on what determines responsive, because I think that is part of this record that's being set. And if any past history with contractors deal with responsive as part of that.

I would, if it's okay with this Council, there's a lot of information that hasn't been clarified and needs to be brought forth on the record, I'm inclined to ask to hold this in abeyance for two weeks, because, in all fairness to the second -- low-cost bidder but lowest responsive bidder, I'm not sure if they've had time to talk to legal counsel, so I'm not sure if it would be fair to just flip it around or make a decision either way without staff getting everybody into the room to at least clarify the record that's certainly being made today.

So, I would, my inclination, sooner or later we have start relying on the staff to be consistent. I think Purchasing has

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done a great job as far as getting us to a new point of a standard. I don't wanna get into the business of understanding everything as far as the – nuances of two hours, two days, NRS statute, or how quickly paint dries.

All that said, I **would – ask that we hold this in abeyance until our next City Council meeting** for Counsel to clarify that record to the other company, at least to bring something to the table, and staff to get some clarity as far as where this Council has discretion and where it does not.

MAYOR JONES

I would agree with that. And I would go back to what Councilman Brown was saying, I mean, we're very pleased that Purchasing is moving in the direction to try to really clearly delineate the process, but I think this is a good case where the Council can be aware of some of the things that can happen so that we can put in place policy and procedure, that we follow consistency so that a lot of – I mean, Counsel can say we have no discretion, but in the last eight years I've seen a lot of discretion utilized, so if – we don't want to have that, then we need to have a study that puts in place very clear rules for everyone to follow, both the Council and the Counsel.

ATTORNEY JOHN MORAN, JR.

Madam Mayor, I just ask one question. If – this is going to be held in abeyance, if you could ask staff to provide you with the numbers when this comes back on as to how many times or approximately so in the past bids have been awarded without a license number being on there. That's one thing I'd like to know. And at the next meeting I'm hoping staff will ask the person that they're recommending, Rowlett Construction, to be down here to tell the Council how they intend to do this project for that number that they put in their bid with just steel and plumbing listed. Those are things that I'd like to know, because I'd like to know, like you and I'm sure that Counsel'd like to know, what is this actually gonna cost the City to have this job done by them?

COUNCILMAN BROWN

Mayor, if I could, and – again, I think, testimony will be closed shortly, but I agree. My understanding of the eight versus two, that is another one of those procedural bars, a standard is set and a percentage of a certain amount. After that, they certainly have to live within the means of their – low bid. And first, Mr. Moran, just to clarify, your client said that at least he's been involved with a couple previously with those numbers, so I would ask, to save us some research time, if he could bring those forward and – so we're not researching the last 20 years of Purchasing.

ATTORNEY JOHN MORAN, JR.

Absolutely.

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COUNCILMAN BROWN

I – personally don't care so much about what happened five years ago as what's been happening in the last year or two, as we move to this new standard.

ATTORNEY JOHN MORAN, JR.

We'll be able – to do that for you.

COUNCILMAN BROWN

Great. Thank you.

ATTORNEY JOHN MORAN, JR.

Thank you.

MAYOR JONES

There's a motion on the floor to hold in abeyance for two weeks. Vote. Post. Motion's approved. **(Motion carried unanimously)**

ATTORNEY JOHN MORAN, JR.

Thank you.

GREGORY HERLEAN, MANAGER,
PURCHASING & CONTRACTS

Thank you.

(END OF DISCUSSION)

/gpb

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT****AWARD OF BIDS/REJECTIONS/RENEWALS/TERMINATIONS**

46

Award of bid number 99.40221.01, Central Fire Station diesel exhaust system; and approve the construction and contingency account - Department of Fire Services

Award recommended to: CLEARY ENTERPRISES, INC. dba AIR CLEANING SYSTEMS (\$98,250)

PURCHASE ORDER APPROVALS/REVISIONS

47

Approval of purchase orders for Leisure Services' summer program field trips - Department of Leisure Services

Award recommended to: VARIOUS SUPPLIERS (Estimated annual aggregate amount of \$200,000)

48

Approval of purchase orders for laboratory analysis of various water samples - Department of Public Works

Award recommended to: VARIOUS SUPPLIERS (Estimated annual aggregate amount of \$130,000)

REESE - Motion to bring forward and STRIKE item 46, Hold in ABEYANCE items 47 and 83 to 5/24/99, and TRAIL item 45 to Finance and Business Services Discussion - carried with McDONALD not voting and JONES excused

There was no discussion.

(10:29 - 10:30)

1-378

REESE - Motion to bring forward and STRIKE item 46, Hold in ABEYANCE items 47 and 83 to 5/24/99, and TRAIL item 45 to Finance and Business Services Discussion - carried with McDONALD not voting and JONES excused

5/24/99 Agenda

There was no discussion.

(10:29 - 10:30)

1-378

McDONALD - Motion to APPROVE:

Items 4 through 44

Items 48 through 69

- carried UNANIMOUSLY

Items 45 and 47:

ABEYANCE to 5/24/99
under separate actions
(see individual items)

Item 46:

STRICKEN under separate action
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

CITY COUNCILMEETING OF
May 10, 1999**AGENDA DOCUMENTATION****TO:**
City Council**FROM:**
Mark Vincent, Director
Finance and Business Services**SUBJECT: AWARD OF BID NUMBER 99.40221.01, CENTRAL FIRE STATION DIESEL EXHAUST SYSTEM****PURPOSE/BACKGROUND**

The project consists of furnishing and installing a diesel exhaust system at the Central Fire Station located at 500 N. Casino Center Blvd. for the City of Las Vegas, Nevada.

BID SUMMARY

	<u>BASE BID</u>	<u>ADDITIVE ITEM</u>	<u>TOTAL</u>
Cleary Enterprises, Inc.			
dba Air Cleaning Systems	\$85,107	\$13,143	\$ 98,250
Air Exchange, Inc.	\$98,547	\$20,000	\$118,547

FISCAL IMPACT

Funds are available in the Fire Services Fund.

RECOMMENDATIONS

That the City Council approve the award of bid number 99.40221.01, Central Fire Station Diesel Exhaust System, to Cleary Enterprises, Inc. dba Air Cleaning Systems, in the amount of \$98,250, and approve a construction conflicts and contingency amount of \$22,250.

PREPARED BY
Robert L. Crutchfield, Sr.

CITY COUNCILMEETING OF
May 10, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST APPROVAL TO ISSUE PURCHASE ORDERS FOR LEISURE SERVICES SUMMER
PROGRAM FIELD TRIPS****PURPOSE/BACKGROUND**

Leisure Services has a program for children which provides summer field trips to various establishments throughout the Las Vegas area. During the summer months purchase orders will be written to various family oriented entertainment facilities, to include but not limited to, MGM Grand Hotel, Inc., Wet n Wild, Las Vegas Mini Grand Prix, Mountasia, Circus Circus, All American Sports Park, Vegas Rock Gym, and World of Coca Cola.

These purchase orders are exempt from competitive bidding in accordance with NRS 332.115 1(a), items which may only be contracted from a sole source.

FISCAL IMPACT

Funds are available in the Leisure Services Activities Recreation Fund.

RECOMMENDATIONS

Staff recommends that the City Council approve the issuance of annual purchase orders to local family oriented entertainment establishments, during the period of May 10, 1999 through August 31, 1999 for an estimated amount of \$200,000 for the entire summer program.

PREPARED BY

Tony Green

AGENDA ITEM

47

CITY COUNCIL**MEETING OF****May 10, 1999****AGENDA DOCUMENTATION****TO:****City Council****FROM:**Mark Vincent, Director
Finance & Business Services**SUBJECT: REQUEST APPROVAL TO ISSUE PURCHASE ORDERS FOR LABORATORY ANALYSIS OF
VARIOUS WATER SAMPLES.****PURPOSE/BACKGROUND**

This request will provide for laboratory analysis of various water samples taken from the Water Pollution Control Facility. These analyses are required as part of the City's Treatment Program to meet Environmental Protection Agency permit requirements. These Contracts will be for the period from July 1, 1999 through June 30, 2000.

This requirement is exempt from competitive bidding requirements pursuant to NRS 332.115 1.(b), "Professional Services".

FISCAL IMPACT

Funds are available in the Sanitation Enterprise Fund.

RECOMMENDATIONS

Staff recommends that the City Council approve the issuance of Purchase Orders to the following laboratories in the estimated annual aggregate amount of \$130,000:

Aquatic Testing Laboratories
CH2M Hill Laboratory
Nevada Environmental Laboratory
Alpha Analytical
CH2M Hill Quality Analytical Labs
Montgomery Laboratories

Ventura, CA
Corvallis, OR
North Las Vegas, NV
Sparks, NV
Redding, CA
Pasadena, CA

PREPARED BY

David Rawski

AGENDA ITEM

48

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT****PURCHASE ORDER APPROVALS/ REVISIONS**

49

Approval of revision number one to Purchase Order Number 203424 for an annual requirements contract for original equipment manufacturer parts for Sharples centrifuge units - Department of Public Works

Award recommended to: ALPHA LAVAL SEPARATION, INC. (\$100,000)

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:**

ABEYANCE to 5/24/99
under separate actions
(see individual items)

Item 46:

STRICKEN under separate action
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

50

Approval of a purchase order for an annual requirements contract for the purchase of original equipment manufacturer parts and service for Williams Detroit Diesel-Allison equipment - Various Departments

Award recommended to: WILLIAMS DETROIT DIESEL-ALLISON SOUTHWEST, INC. (estimated annual amount of \$100,000)

APPROVED - see above

51

Approval of revision number one to Purchase Order Number 200917, annual requirements contract for vehicle tires and repairs - Department of Public Works

Award recommended to: TED WIENS TIRE AND AUTO (\$60,000)

APPROVED - see above

CITY COUNCIL**MEETING OF
May 10, 1999****AGENDA DOCUMENTATION****TO:****City Council****FROM:**Mark Vincent, Director
Finance & Business Services**SUBJECT: REQUEST APPROVAL OF REVISION NUMBER ONE TO PURCHASE ORDER NUMBER 203424,
FOR AN ANNUAL REQUIREMENTS CONTRACT FOR ORIGINAL EQUIPMENT
MANUFACTURER PARTS FOR SHARPLES CENTRIFUGE.****PURPOSE/BACKGROUND**

On January 25, 1999, City Council approved the award of Purchase Order Number 203424 to Alpha Laval Separation, Inc., for an annual requirements contract for original equipment manufacturer parts for Sharples Centrifuge units in the estimated annual amount of \$100,000. Extensive repairs have been made to two of the five centrifuge which has used thirty percent of the original estimated annual amount. This revision will increase the annual requirement an additional \$100,000 through February 29, 2000, with annual renewals for as long as the bidding exception applies.

This request is exempt from competitive bidding requirements pursuant to NRS 332.115(a), which states, "contracts which by their nature are not adapted to award by competitive bidding: items which may only be contracted from a sole source".

FISCAL IMPACT

Funds are available in the Sanitation Fund.

RECOMMENDATIONS

Staff recommends that City Council approve the issuance of Revision Number One to Purchase Order Number 203424 for an annual requirements contract for replacement of original equipment manufacturer parts for the Sharples Centrifuge, to Alpha Laval Separation, Inc., through February 29, 2000, with annual renewals for as long as the bidding exception applies, for an additional amount of \$100,000.

PREPARED BY

David Rawski

AGENDA ITEM

49

CITY COUNCILMEETING OF
May 10, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST APPROVAL TO ISSUE A PURCHASE ORDER FOR AN ANNUAL REQUIREMENTS CONTRACT FOR ORIGINAL EQUIPMENT MANUFACTURER PARTS AND SERVICE FOR WILLIAMS DETROIT DIESEL-ALLISON EQUIPMENT****PURPOSE/BACKGROUND**

This request will provide for an annual requirements contract for the purchase of original manufacturer (OEM) parts and service for Williams Detroit Diesel-Allison equipment used at Vehicle Services and Fire Services. The contract period will be from date of award through May 30, 2000 with annual renewals for as long as the bidding exception applies.

This request is exempt from competitive bidding requirements pursuant to NRS 332.115 1(a), which states, "Contracts which by their nature are not adapted to award by competitive bidding: Items which may only be contracted from a Sole Source".

The initiating departments are Public Works and Fire Services.

FISCAL IMPACT

Funds are available in the General Fund and Automotive Operations Fund.

RECOMMENDATIONS

Staff recommends that City Council approve the issuance of a purchase order for an annual requirements contract for the purchase of original equipment manufacturer parts and service for Williams Detroit Diesel-Allison equipment, to Williams Detroit Diesel-Allison Southwest, Inc., for the period from date of award through May 30, 2000, with annual renewals for as long as the bidding exception applies, in the estimated annual amount of \$100,000.

PREPARED BY

Anthony Green

AGENDA ITEM

50

CITY COUNCILMEETING OF
May 10, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:Mark Vincent, Director
Finance and Business Services**SUBJECT: REVISION NUMBER ONE TO PURCHASE ORDER NUMBER 200917, ANNUAL REQUIREMENTS
CONTRACT FOR VEHICLE TIRES AND REPAIR****PURPOSE/BACKGROUND**

On March 9, 1998, the City Council authorized the use of Clark County Bid Number 3772-96, Lot III to Ted Wiens Tire and Auto, for the period from date of award through June 30, 1999, in the estimated annual amount of \$85,000.

This revision will allow for additional vehicle tires and repairs to be purchased by Vehicle Services, which were not anticipated at the beginning of the contract period. Due to the increase of the City's vehicle fleet, staff recommends that this requirement be re-bid.

Revision number one will increase the estimated annual amount by \$60,000, for a new estimated annual amount of \$145,000.

The initiating department is Public Works.

FISCAL IMPACT

Funds are available in the Automotive Operation Fund.

RECOMMENDATIONS

Staff recommends that the City Council approve the issuance of Revision Number One to Purchase Order 200917, Annual Requirements Contract for Vehicle Tires and Repair, to Ted Wiens Tire and Auto, for the period from date of award through June 30, 1999, in the amount of \$60,000.

PREPARED BY

Anthony Green

AGENDA ITEM

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS
SERVICES - CONSENT****APPROVAL OF AGREEMENTS/
AUTHORIZATIONS**

52

Authorization to use Clark County Bid Number CBE-0846-99 for modular furniture at various City facilities - Various Departments

Award recommended to: HAWORTH, INC.
(estimated amount of \$200,000)

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:**

ABEYANCE to 5/24/99
under separate actions
(see individual items)

Item 46:

STRICKEN under separate action
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

53

Authorization to use Clark County Bid Number 3542-95, furnish and install carpet and vinyl flooring material at various City facilities - Department of Public Works

Award recommended to: STG ENTERPRISES
(estimated annual amount of \$100,000)

APPROVED - see above

CITY COUNCILMEETING OF
May 10, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST AUTHORIZATION TO USE CLARK COUNTY BID NUMBER CBE-0846-99 FOR
MODULAR FURNITURE****PURPOSE/BACKGROUND**

This request will provide for Haworth, Inc. to furnish and install modular furniture that will match existing furniture in various City facilities.

This item is exempt from competitive bidding requirements pursuant to NRS 332.115.1(a), which allows local governments to use the contracts of other local governments.

FISCAL IMPACT

Funds are available from various funds.

RECOMMENDATIONS

Staff recommends that the City Council authorize the use of Clark County Bid Number CBE-0846-99, for modular furniture, to Haworth, Inc., for the period from date of award through June 30, 1999, for an estimated amount of \$200,000.

PREPARED BY

Teresa Bowman

AGENDA ITEM

52

CITY COUNCILMEETING OF
May 10, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST AUTHORIZATION TO USE CLARK COUNTY BID NUMBER 3542-95, FURNISH AND
INSTALL CARPET AND VINYL FLOORING MATERIAL****PURPOSE/BACKGROUND**

This request will provide for STG Enterprises to furnish and install carpet and vinyl flooring material in City facilities. The contractor shall provide services to remove existing flooring and install new materials specified for direct gluedown carpet, carpet and pad, carpet banding with cap, vinyl cove base, vinyl composition floor tile and worksite clean-up.

This item is exempt from competitive bidding requirements pursuant to NRS 332.115.1(a), which allows local governments to use the contracts of other local governments.

FISCAL IMPACT

Funds are available from various funds.

RECOMMENDATIONS

Staff recommends that the City Council authorize the use of Clark County Bid Number 3542-95, furnish and install carpet and vinyl flooring material, to STG Enterprises, for the period from date of award through July 31, 1999, with one (1) option to renew, in the estimated annual amount of \$100,000.

PREPARED BY

Janet DiAmbrosio-Smith

AGENDA ITEM

53

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF FIRE SERVICES -
CONSENT**

54

Approval of the upgrade of the radio system for
the new Fire Department Communication Center(Fiscal Impact: A shared cost of \$399,244 -
41.39%)**McDONALD - Motion to APPROVE:****Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47: ABEYANCE to 5/24/99**
under separate actions
(see individual items)**Item 46: STRICKEN under separate action**
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

CITY COUNCIL

MEETING OF

May 10, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

MARIO H. TREVIÑO, DIRECTOR
DEPARTMENT OF FIRE & RESCUE

SUBJECT: Approval of the upgrade of the radio system for the new Fire Department Communication Center.

PURPOSE/BACKGROUND

The Fire Department is preparing a new communication center on the 3rd floor of the Fire Administration Building.

Most of the components of the new communication center are already being implemented. The radio system upgrade before switch over is the last major component to be purchased.

To be able to switch over from the old communication center to the new communication center everything has to be duplicated because the communication center cannot be shut down for any amount of time. Along with the duplication, the radio control system is being upgraded to be compatible with the new 800 MHz Motorola Radio System. An additional radio site at Arden Peak is scheduled to come on line in early fall.

The Las Vegas, Clark County, and North Las Vegas Fire Departments belong to the Southern Nevada Area Communication Council which manages the 800 MHz radio system for interoperability between government agencies that belong to SNACC. The radio system upgrade for the new communication center is a budgeted item and is a shared cost between the three fire departments.

FISCAL IMPACT

\$399,244 is a shared cost with the City's share at 41.39%.

RECOMMENDATIONS

Recommend approval of the upgrade of the Radio Central System for the new Fire Department Communication Center.

Agenda Item

54

Communications System Agreement

COMMUNICATIONS SYSTEM AGREEMENT

Motorola, Inc., a Delaware corporation ("Motorola"), and City of Las Vegas Department of Fire Services ("Customer") enter into this Communications System Agreement (the "Agreement"), effective as of the last date signed below (the "Effective Date"), pursuant to which Customer will purchase and Motorola will provide Customer with a Communications System.

Section 1 EXHIBITS

The Exhibits below are hereby incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below, except that any maintenance services which Motorola may provide will be governed solely by the terms of the Service Agreement (Exhibit C).

- Exhibit A Motorola software license agreement ("Software License Agreement").
- Exhibit B Motorola System Description (Revision 4.0) dated April 9, 1999 ("System Description"), Acceptance Test Plan (Version 3.0) dated April 9, 1999 ("Acceptance Test Plan" or "ATP"), Equipment List (Revision 3.0) dated April 12, 1999 ("Equipment List"), Proposed Timeline dated 04-12-99 ("Timeline") and Statement of Work (Revision 3.0) dated April 9, 1999 ("Statement of Work").
- Exhibit C Motorola Service Agreement ("Service Agreement").
- Exhibit D Motorola Software Subscription Agreement.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined within the Agreement have the following meanings:

"Communications System" or "System" is the communications system described in Exhibit B, including the Equipment and Software described in the System Description, Statement of Work, Acceptance Test Plan and Equipment List.

"Equipment" is the equipment specified in the Equipment List included in Exhibit B.

"Motorola Software" is software whose copyright is owned by Motorola.

"Non-Motorola Software" is software whose copyright is owned by a third party other than Motorola.

"Software" includes Motorola and any Non-Motorola Software that may be furnished with the Communications System.

Communications System Agreement

Section 3 SCOPE OF AGREEMENT

A. **SCOPE OF WORK:** Motorola will assemble and integrate the Equipment and Software, and deliver, install and test the Communications System at designated sites, as specified in Exhibit B and in accordance with this Agreement. Customer will perform its responsibilities as specified in Exhibit B and in accordance with this Agreement.

B. **CHANGE ORDERS:** Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost of or time required for the performance of this Agreement, Motorola and Customer will agree to an equitable adjustment in the Agreement price or performance schedule, or both. Motorola is not obligated to comply with requested changes unless and until a change order is executed by both parties.

C. **EQUIPMENT MAINTENANCE SERVICE:** Customer may purchase maintenance service for the Communications System pursuant to the terms and conditions of the Motorola Service Agreement (Exhibit C).

D. **MOTOROLA SOFTWARE:** Any Motorola Software furnished will be licensed to Customer solely according to the terms and restrictions of the Software License Agreement attached as Exhibit A. Customer hereby accepts all of the terms and restrictions of the Software License Agreement.

E. **NON-MOTOROLA SOFTWARE:** Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner.

Section 4 PERFORMANCE SCHEDULE

A. Motorola and Customer agree to perform their responsibilities in accordance with the performance schedule included in Exhibit B.

B. By Customer's issuance of a Purchase Order, Customer authorizes Motorola to proceed with the manufacture, assembly, integration, delivery, installation and testing of the Communications System. No further notice to proceed, purchase order, authorization, resolution, or any other action will be required.

Section 5 PAYMENT SCHEDULE

A. The total contract price is \$399,244.00. Except for the first payment, which is due when Customer executes this Agreement, Customer agrees to make payments to Motorola within twenty-five (25) days after the date of invoices which will be submitted by Motorola according to the following payment schedule:

1. 10% of the total contract price is due when Customer executes this Agreement;

2. 20% of the total contract price will be invoiced immediately after completion of the Detailed Design Review ("DDR");

3. 50% of the total contract price will be invoiced immediately after the Equipment is delivered to Customer's facilities, items as delivery;

Project:

Revised 6/11/97

Communications System Agreement

4. 15% of the total contract price will be invoiced immediately after completion of the Acceptance Test Plan Phase 1; and
 5. 5% of the total contract price will be invoiced immediately after completion of the Acceptance Test Plan Phase 2.
- B. Overdue invoices will bear interest at a rate of 10% simple interest per annum, unless such rate exceeds the maximum allowed by law, in which case it shall be reduced to the maximum allowable rate.
- C. Customer hereby grants and Motorola reserves a purchase money security interest in each product purchased hereunder and in any proceeds thereof, for the amount of its purchase price. Upon request by Motorola, Customer agrees to sign any document required to perfect such security interest. Payment in full of the purchase price of any product purchased hereunder shall release the security interest on that product and Motorola upon Customer's written request will provide release of the security interest within thirty (30) days.
- D. If the total contract price does not include freight charges, all freight charges will be pre-paid by Motorola and added to the invoices.

Section 6 INSTALLATION AND SITE CONDITIONS

In addition to its responsibilities described in the Statement of Work, Customer agrees to provide a designated project director, procure any necessary construction permits, building permits, zoning variances and the like, provide access to the sites identified in the Exhibits as requested by Motorola, and have such sites available for installation of the Equipment by Motorola in accordance with the performance schedule and Statement of Work.

Section 7 TRAINING

Because there are costs associated with preparing a training program, if training is included in this Agreement, Customer agrees to notify Motorola immediately if a date change for a scheduled training program is required. A training program may not be rescheduled by Customer less than thirty (30) days prior to its scheduled start date without charge.

Section 8 SYSTEM ACCEPTANCE

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance shall occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Customer and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

Project:

Revised 6/11/97

Communications System Agreement

B. Motorola agrees to notify Customer when the Communications System is ready for acceptance testing. Motorola and Customer agree to commence acceptance testing within fourteen (14) days after receiving such notification. If testing is delayed for reasons within the control of Customer or its contractors, agents and consultants for more than fourteen (14) days after notification, final payment will be due within forty-five (45) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Customer's use of the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

Section 9 WARRANTY

A. Overview: Motorola's warranty is designed to provide the appropriate level of warranty coverage for the Communications System during the various phases of its implementation and use. Under the System Functionality Warranty, Motorola provides assurances that the Communications System will perform in accordance with the specifications included in Exhibit B. Upon System Acceptance the System Functionality Warranty expires. Immediately thereafter, the Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance in accordance with the applicable limited warranties shown below, but in no event longer than eighteen (18) months after the Equipment is shipped from Motorola ("Warranty Period"). Unless otherwise specified in writing, the warranty period for non-Motorola manufactured Equipment will be as specified by its manufacturer.

B. System Functionality Warranty: Motorola warrants that the Communications System will perform in accordance with the Motorola performance specifications included in Exhibit B. System Acceptance will constitute full compliance with and fulfillment of the System Functionality Warranty.

C. Equipment Warranty. The Equipment is warranted to be free from defects in materials and workmanship throughout the Warranty Period. Motorola, at its option and expense, will repair or replace defective Equipment, or refund the purchase price thereof, and such action on the part of Motorola shall be the full extent of Motorola's liability hereunder.

The Equipment Warranty does not cover Software defects, Equipment defects caused by any equipment, software, products, elements or components not supplied by Motorola under this Agreement, nor does it cover Equipment that has been subject to misuse, accident, neglect, damage, or unauthorized alterations or repairs. Batteries are excluded but carry their own separate limited warranty.

D. Motorola Software Warranty: Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit A.

E. Motorola CGISS YEAR 2000 EXPRESS WARRANTY:

Project:

Revised 6/11/97

Communications System Agreement

Motorola warrants that each hardware, software, and firmware product delivered under this Agreement is "Year 2000 Ready" and shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the year 1999 and the year 2000, including leap year calculations, when used in accordance with the product documentation provided by Motorola, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. *This warranty shall extend through June 1, 2000. Customer must notify Motorola, in writing, no later than July 1, 2000 of Product that does not conform to this Express Warranty.** The remedies available for breach of this warranty shall be as defined in, and subject to, the terms and limitations of Motorola's standard commercial warranty (Section 9 herein). Except as provided herein, nothing in this warranty statement shall be construed to limit any rights or remedies provided elsewhere in this Agreement with respect to matters other than Year 2000 performance.

F. THE EXPRESS WARRANTIES CONTAINED IN THIS SECTION OF THIS AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE SPECIFICALLY EXCLUDED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 FCC LICENSES AND AUTHORIZATIONS

Customer agrees to obtain all Federal Communications Commission ("FCC") licenses and authorizations required for installation and use of the Communications System prior to the scheduled installation of the Equipment. Although Motorola may assist in the preparation of license applications, in no event will Motorola or any of its employees be an agent or representative of Customer in FCC matters. Customer is solely responsible for obtaining all FCC licenses and for complying with FCC rules.

Section 11 DELAYS

A. Successful project implementation will require cooperation and fairness between the parties. Because it is impractical to provide for every contingency which may arise during the course of performance of this Agreement, the parties agree to notify the other if they become aware that any condition will significantly delay performance. The parties will agree to reasonable extensions of the project schedule by executing a written change order.

B. Under no circumstances will either party be responsible for delays or lack of performance resulting from events beyond the reasonable control of that party ("Excusable Delays"). Such events include, but are not limited to, acts of God, weather conditions, compliance with laws and regulations (excluding Customer's failure to properly and timely apply for all required FCC licenses), governmental action, bid protests, fire, strikes, lock-outs, and other labor disruptions, material shortages, riots, acts of war, and an Excusable Delay of a Motorola subcontractor.

Communications System Agreement

C. Customer will make available to Motorola the sites when scheduled and Customer will not otherwise unreasonably delay or prevent Motorola's performance of its responsibilities. If Customer delays Motorola's performance of its responsibilities, Motorola's performance schedule will be extended and Customer will make the milestone payments specified in Section 5 as if no delay occurred.

Section 12 DEFAULT

A. If Motorola is wholly responsible for failing to complete delivery, installation or acceptance testing of the Communications System, Customer may consider Motorola to be in default, unless such failure has been caused by an Excusable Delay. Customer agrees to give Motorola written notice of such default. Motorola will have thirty (30) days from the receipt of such notice to provide a plan of action that is acceptable to Customer to cure the default.

B. If Motorola fails to cure the default, Customer may terminate any unfulfilled portion of this Agreement. If Customer completes the Communications System through a third party, Customer may recover the reasonable costs of completing the Communications System to a capability not exceeding that specified in the Agreement, less the unpaid portion of the Contract Price. Customer agrees to use its best efforts to mitigate such costs. Motorola's liability under this Section 12 is subject to the limitations of Section 15, Limitation of Liability, of this Agreement.

C. THE REMEDIES PROVIDED IN THIS SECTION OF THE AGREEMENT WILL BE THE FULL EXTENT OF MOTOROLA'S LIABILITY IN THE EVENT OF DEFAULT.

Section 13 INDEMNIFICATION

A. Motorola's Negligence. Motorola agrees to and hereby indemnifies and saves Customer harmless from all liabilities which may accrue against Customer on account of direct physical damage to tangible property or personal injury to the extent the damage or injury is caused by Motorola's negligence, its intentional acts, or recklessness, or that of its employees, subcontractors, or agents while on the Customer's premises during the delivery, installation, or testing of the Communications System pursuant to this Agreement

Communications System Agreement

B. Patent and Copyright Infringement. Motorola will defend, at its expense, any suits against Customer based upon a claim that any unaltered Equipment directly infringes a U.S. patent or copyright, and Motorola will pay costs and damages finally awarded against Customer in any such suit, provided that Motorola is notified promptly in writing of any such claim and, at Motorola's request and expense, is given control of the suit and all assistance requested by Motorola in defense of the suit. At any time Motorola may elect, at its option and at no expense to Customer, to (a) obtain for Customer the right to continue use of the Equipment, (b) substitute equivalent equipment reasonably acceptable to Customer and extend this indemnity to the substituted equipment, or (c) accept the return of the Equipment and refund the full purchase price for the Equipment, less a reasonable charge for wear and depreciation. Motorola will have no liability to Customer for any infringement or alleged infringement of any patent or copyright caused by any of Customer's products or the combination of any Equipment with any equipment not furnished by Motorola.

C. Motorola's indemnification of Customer under this Section 13 will be the full extent of Motorola's indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

Section 14 DISPUTES

A. Motorola and Customer will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, the dispute will be mediated by a mediator chosen jointly by Motorola and Customer within thirty days after notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and Motorola and Customer will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternate dispute resolution ("ADR") procedure.

B. Any dispute that cannot be resolved between the parties through negotiation or mediation within two months after the date of the initial demand for non-binding mediation may then be submitted by either party to a court of competent jurisdiction in the State in which the Communications System is installed. Each party consents to jurisdiction over it by such a court. The use of any ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this paragraph prior to the expiration of the two-month ADR period if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, customers, suppliers, or subcontractors.

Communications System Agreement

Section 15 LIMITATION OF LIABILITY

Notwithstanding any other provision to this Agreement, except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment or services with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This Section 15, Limitation of Liability, will survive the expiration or termination of this Agreement.

Section 16 GENERAL

A. TITLE AND RISK OF LOSS: Title to the Equipment will pass to Customer upon shipment of the Equipment, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the facilities designated by Customer.

B. CONFIDENTIAL INFORMATION: Customer will not disclose any material or information identified as Motorola proprietary and confidential to third parties without Motorola's prior written permission, unless Motorola makes such material or information public or disclosure is required by law. If Customer is required by law to disclose such material or information, Customer will notify Motorola prior to such disclosure.

C. DISCLAIMER OF LICENSE: Except as explicitly provided in the Motorola Software License Agreement included in Exhibit A, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any license or right under any patents, patent applications, copyrights, trade marks, trade secrets or other intellectual property of Motorola.

D. ASSIGNABILITY: This Agreement may not be assigned by either party without the prior consent of the other party except that Motorola may assign this Agreement to any of its affiliates without the prior consent of Customer.

E. WAIVER: Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power.

F. SEVERABILITY: If any portion of this Agreement is held to be invalid or unenforceable, that provision will be considered severable and the remainder of this Agreement will remain in full force and effect as if the invalid provision were not part of this Agreement.

G. HEADINGS AND SECTION REFERENCES: The headings given to the sections of this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular Section to which the heading refers.

Communications System Agreement

H. ENTIRE AGREEMENT: This Agreement (including the Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

I. GOVERNING LAW: This Agreement will be governed by and construed in accordance with the laws of the State in which the Communications System is initially installed.

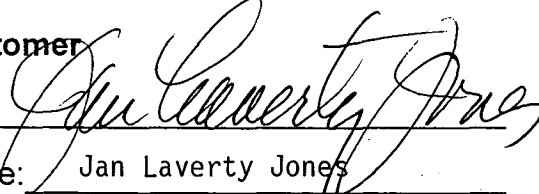
J. NOTICES: Notices authorized or required under this Agreement must be in writing and sent to the below addresses:

Customer: City of Las Vegas Dept.
of Fire Services
Attn: Communications Division
500 N. Casino Center Blvd.
Las Vegas, NV 89101

Motorola, Inc.
Attn: Contracts & Compliance Manager
9980 Carroll Canyon Road
San Diego, CA 92131-1186

In Witness Whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

Customer

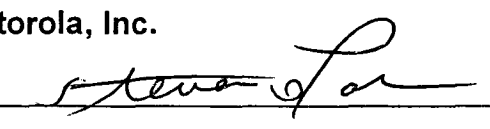
By: 

Name: Jan Laverty Jones

Title: Mayor

Date: 5/10/99

Motorola, Inc.

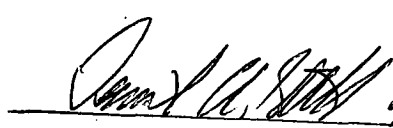
By: 

Name: Steven J. Palm

Title: Area Controller

Date: April 26, 1999

Approved as to form:

 4/27/99
Date

Attest:

By: 

BARBARA JO RONEUMUS, City Clerk

REVIEWED AND APPROVED AS TO FORM

FRED SORILLO

MOTOROLA

CONTRACTS AND COMPLIANCE DEPT.

DATE

Project:

Revised 6/11/97

Software License Agreement

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Project:

Revised 6/11/97

Software License Agreement

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Section 11 NOTICES

All notices, consents, and waivers permitted or required under this Agreement will be deemed given upon receipt and must be delivered in writing to the addresses at the top of this Agreement and, if to Motorola, to the address set forth in Section 16 (J) of the Communications System Agreement. Change of address must be in writing to the other party.

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- D. **WAIVERS:** No waiver of a right or remedy of a party will constitute a waiver of another right or remedy of that party.
- E. **ASSIGNMENTS:** Motorola may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Motorola Software, without prior notice to or consent of Licensee.
- F. **ENTIRE AGREEMENT AND AMENDMENT:** This Agreement contains the parties' entire agreement regarding Licensee's use of Motorola Software and may be

Project:

Revised 6/11/97

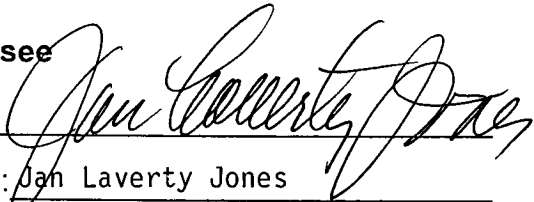
Software License Agreement

amended only in a writing signed by both parties, except that Motorola, upon written notification to Licensee, may modify this Agreement as necessary to comply with applicable laws and regulations including FCC regulations.

G. GOVERNING LAW: This Agreement will be governed by the laws of the United States of America to the extent that they apply and otherwise by the laws of the State of Nevada.

In Witness Whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

Licensee

By: 

Name: Jan Laverty Jones

Title: Mayor

Date: 5/10/99

Motorola, Inc.

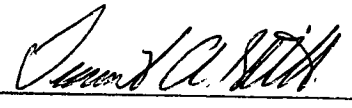
By: 

Name: Steven J. Palm

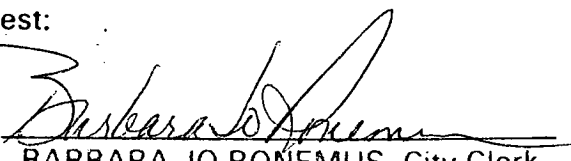
Title: Area Controller

Date: April 26, 1999

Approved as to form:

 4/27/99
Date

Attest:

By: 

BARBARA JO RONEMUS, City Clerk

REVIEWED AND APPROVED AS TO FORM
 4/26/99
FRED SORILLA DATE
MOTOROLA
CONTRACTS AND COMPLIANCE DEPT.

Project:

Revised 6/11/97

LAS VEGAS FIRE ALARM OFFICE DISPATCH CENTER UPGRADE PROJECT

Revision # 4.0

April 9, 1999

SYSTEM DESCRIPTION

The New Las Vegas Fire Alarm Office (LVFAO) dispatch system will consist of seven operator positions that will be installed in the new 3rd floor of the Las Vegas Fire Station # 1. Six of these positions will be used for regular operations and will be located in the radio communications dispatch room while the seventh is intended as a training position and will be located in a separate "Training Room".

Each of these positions will consist of a 17" CRT, mouse, desktop Console Interface Electronics (CIE), and client computer, utilizing the Windows NT operating system. Each position will include dual headset interface and select/un-select loud speakers. Motorola is not supplying furniture.

An additional 'limited' position will be included for CAD interface. This position will be configured like the others excluding the headset interface.

A host server will also be included, which will maintain the database for the operation of the system. All operator positions will be programmed from the host computer.

The new Central Electronics Bank (CEB) will be located in the 3rd floor radio equipment room. The "New CEB" will utilize two supplied equipment racks in combination with existing racks as they become available, and as much hardware as possible from the present system. This will facilitate system cut-over. Connections to control stations, existing microwave, and dedicated telephone circuits are present in the basement equipment room, where the "Old CEB" will remain. A one hundred pair dedicated telephone cable, connecting the basement equipment room to the 3rd floor equipment room, will be required and needs to be supplied and installed by Las Vegas Fire Dept. for cross connects between the "Old CEB" and the "New CEB" during installation, optimization, testing and cut-over. To simplify cut-over, this cable should be terminated on split punch blocks at both ends. This cable will continue to be used after the cut-over to connect the "New CEB" to any radio, EMS, and microwave equipment that will remain in the present basement equipment room.

Telephone cable, plywood backs, and punch blocks, are **NOT** being supplied by Motorola. In addition, the telephone company will need to extend all present dedicated outside radio and EMS circuits, which presently appear on punch blocks in the basement

radio equipment room, to punch blocks in the 3rd floor radio equipment room. These circuits will need to be connected in parallel to both the basement radio equipment room and the 3rd floor radio equipment room until such time as they are no longer needed in the basement radio equipment room.

PROJECT SCOPE

Motorola is proposing this upgrade proposal for the LVFAO Centracom console equipment. The scope of this project is to supply the equipment and services needed to meet the following requirements of LVFAO.

1. To add the necessary equipment to allow the console to interface with 20 trunking channels on the SNACC Motorola Smartnet Simulcast trunking system, to provide the emergency and unit ID functions, and the console priority functions.
2. To upgrade the current conventional system by installing six new "Elite" operator positions in the new dispatch center room and one training position in the training room. The system will be utilizing a Windows NT operating system, and re-using as much of the existing back room equipment as possible.
3. To develop a cut-over plan which will minimize the down time during the system cut-over to the new dispatch center.

1. Trunked System Console Interface Equipment

The following equipment is included for direct connection from the console to the SNACC twenty Channel Trunking system: Twenty (20) new Trunking Base Interface Modules will be added for direct connection to the console. Two (2) Redundant Trunking Controller Interfaces will be utilized as the redundant data link to the Trunked system to allow all trunking features to be operated by the console operators. This console interface will be connected through the SNACC/LVFAO microwave system link to Arden Peak.

2. New Dispatch Center with Six Operator and One Training Positions

Six new Centracom "Elite" graphical CRT workstations will be supplied and installed in the new dispatch center room with a seventh position to be installed in a "training room". The seven new workstations and a dedicated "NT" Server will be Mini Tower computers with Windows "NT" Version 4.0 as the operating system. Each operator will have a 17" SVGA monitor placed on top of the new Console Interface Enclosure on the desktop. The "Elite" console equipment will allow for control of all existing conventional channels and the control of all trunking channels and features through the same monitor.

The back room console electronics will be upgraded with board replacements to support the new "Elite" console operator equipment. This reduced cost upgrade will require that the existing CEB boards be returned for credit as well as the seven existing Console Interface Units at each of the seven existing operator positions within ninety days of the successful ATP completion.

2. Dispatch Center Upgrade Cont.

The following cards in the Central Electronics Bank will be upgraded or replaced with new cards: thirty-eight Conventional Base Interface Modules, seven Operator Interface Modules, two System Timer Boards, one RS232 Board, and fourteen Headset Jacks.

Upgrade manuals and maintenance manuals are included. Installation and optimization time and training for the new Centracom Elite operator equipment is included. These functions will be scheduled by a Motorola project manager in conjunction with the needed Motorola technologists and training personel.

3. Cut Over Plan for New Center

Motorola has developed a cut-over plan to minimize down time during the cut-over period while allowing for maximum re-use of existing back room equipment. It is important to get Las Vegas Fire Alarm Office management feed back and approval of this plan to make certain that all necessary channels have been included in both the "Old and New CEBs".

Motorola will split the existing twelve-card cage CEB into two independent six-card cage electronic banks. These will become two independent console systems with the seven existing operator positions and its associated radio channels as the "Old CEB", and the six new operator positions, the training position and its associated radio channels as the "New CEB". These two systems will be running in parallel and connected together at the telephone punch blocks. This is possible due to the many unused cards now in the system. The first CEB will serve the seven existing operator positions with the thirty-eight base interface cards of the "Old CEB". This CEB will consist of the existing cards now in service and will require some reprogramming to allow the card cages to be split up.

The second or "New CEB" will use the next six card cages to accommodate the conventional system upgrades. The "New CEB" will include thirty-eight upgraded conventional base interface cards. These Base Interface Modules can be paralleled with the Old CEB as needed.

After the new dispatch center is operational the dispatcher training will occur; Motorola has planned for three training days to rotate all dispatch personnel through the new equipment training. Included in the training package is sufficient time and materials for thirty-two students. The training is based upon three days with six total sessions with up to six students per session.

When the training is completed, all needed console feature-programming changes will be accomplished and finalized. The final acceptance testing of all console positions and all features will be done and witnessed by the appropriate dispatch center personnel. A preliminary console final acceptance test procedure is included for your review and input.

The ultimate cut-over to the new dispatch center consoles as planned by Motorola at this time is to have one dispatch position at a time leave their current position and go to the new position until all dispatchers are operating the new consoles. As each dispatcher moves to the new center, the existing call check recorders, foot pedals and headsets will also have to be moved. The Old CEB will be left operational for up to 30 days or until the dispatch operations are being handled smoothly whichever is first. Within ninety days of the system ATP, the old boards within the "Old CEB" and the operator position enclosures will be removed and packed for return to Motorola. The actual return of all trade in boards will be required within ninety days of the ATP. When it has been determined that the Old CEB can be dismantled, its card cages, equipment racks, and any other reusable hardware will be moved to the 3rd floor facility. The removal of all other "Old" dispatch center hardware, furniture, and ancillary equipment will be the responsibility of the Fire Alarm Office or other contractor or radio shop, and is not covered under this upgrade project.

If more training time is needed, or more or less channels needed, it can be added or deleted during the final system review meeting that is needed to facilitate a thorough understanding and final design agreement between Motorola and the Las Vegas Fire Alarm Office. The final cut-over plan, and the final console acceptance test, will also be agreed upon at this meeting and changed as necessary along with any equipment list changes or additional services necessary to accommodate the changes.

Las Vegas Fire Department Master Equipment List**Revision 3.0**

12-Apr-99

<u>Qty</u>	<u>Part No.</u>	<u>APC</u>	<u>Description</u>	<u>NSAD-unit</u>	<u>NSAD-extended</u>
			Position -- CAD Interface		
1	B1822	228	Gold Series Elite - Desktop	\$8,087.75	\$8,087.75
1	K741AJ	228	50 foot plenum type cable	\$147.92	\$147.92
			CEB		
20	B1841	228	Smartnet Trunking Base Interface Module (TBIM)	\$1,206.15	\$24,123.00
1	B1849	228	Trunked CEB Interface (4 TIMIs), redundant central	\$29,055.55	\$29,055.55
1	B1876A	228	WWVB Interface Module	\$1,173.00	\$1,173.00
1	K211AC	228	Add: Programming 9600 BPS	\$85.00	\$85.00
2	B1850 B	228	Trunked Logging Recorder Interface (1-16 Track)	\$14,989.75	\$29,979.50
20	K700	228	PTT Output Relay (M lead)	\$68.85	\$1,377.00
20	K146AB	228	Do Not Disable Tone	\$0.00	\$0.00
			Licenses		
1	B1827	228	Gold Series License Manager	\$93.50	\$93.50
38	X834AA	228	Upgrade to Conv. Channel (from Conv. A/B ver.)	\$369.75	\$14,050.50
7	X833AA	228	Upgrade to Elite Desktop (from Series II+ CRT)	\$3,740.00	\$26,180.00
1	X293	228	Elite Operator Software License	\$3,400.00	\$3,400.00
20	X296	228	Smartnet Channel Software License	\$425.00	\$8,500.00
3	B1869A	228	16 Aux I/O and Comparator Upgr from A/B ver	\$374.00	\$1,122.00
3	B1872A	228	Gold System Timer Upgrade	\$191.25	\$573.75
1	B1873A	228	RS232 Board Upgrade	\$161.50	\$161.50
14	B1877A	228	Gold Headset Jack Upgrade	\$93.50	\$1,309.00
1	B1878	228	Upgrade Installation Manuals Package	\$255.00	\$255.00

Miscellaneous Options

1	BLN7011	228 System Timer	\$383.35	\$383.35
4	B1821A	228 Dual CEB Power Supply (120V/240V, 50/60Hz)	\$8,415.00	\$33,660.00
3	BKN6087	228 25-Pair CEB Cable 50'	\$169.15	\$507.45
1	B1819	228 CEB Spares Conventional	\$2,816.05	\$2,816.05
7	BKN1001	228 Plenum 7 Pair Cable (300 feet)	\$1,577.60	\$11,043.20
1	B1813	228 Gold Series System Spares (COIM)	\$4,207.50	\$4,207.50
1	B1818	228 CEB Spares Trunking	\$3,969.50	\$3,969.50
1	B1814	228 Gold CRT/Elite Op Spares	\$2,542.35	\$2,542.35

SPs

1	SPQ50DAB0468AKV	228 ELITE API/SDK SOFTWARE	\$21,250.00	\$21,250.00
3	B1892	228 BATTERY BACKUP	\$637.50	\$1,912.50
1	B1891	228 BATTERY BACKUP	\$425.00	\$425.00

DS Hardware

1	L3142A	708 HP Vectra Pentium II	\$1,709.10	\$1,709.10
1	E61AB	708 Gold Series Windows NT Client	\$1,507.50	\$1,507.50
1	L3142A	708 HP Vectra Pentium II	\$1,709.10	\$1,709.10
1	E62AA	708 Gold Series Windows NT Server	\$2,606.40	\$2,606.40
1	L3142A	708 HP Vectra Pentium II	\$1,709.10	\$1,709.10
1	E61AB	708 Gold Series Windows NT Client	\$1,507.50	\$1,507.50
1	L3142A	708 HP Vectra Pentium II	\$1,709.10	\$1,709.10
1	E61AB	708 Gold Series Windows NT Client	\$1,507.50	\$1,507.50
1	L3142A	708 HP Vectra Pentium II	\$1,709.10	\$1,709.10
1	E61AB	708 Gold Series Windows NT Client	\$1,507.50	\$1,507.50
1	L3142A	708 HP Vectra Pentium II	\$1,709.10	\$1,709.10
1	E61AB	708 Gold Series Windows NT Client	\$1,507.50	\$1,507.50

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1	E61AB	708 Gold Series Windows NT Client	\$1,507.50	\$1,507.50
1	L3142A	708 HP Vectra Pentium II	\$1,709.10	\$1,709.10
1	E61AB	708 Gold Series Windows NT Client	\$1,507.50	\$1,507.50
1	L3142A	708 HP Vectra Pentium II	\$1,709.10	\$1,709.10
1	E61AB	708 Gold Series Windows NT Client	\$1,507.50	\$1,507.50
9	TDN1113	708 10Base-T Straight Through Ethernet Cable 50ft	\$20.70	\$186.30
1	CDN6392	708 Network Hub Superstack II 12 Port Hub 40	\$683.34	\$683.34
10	CDN6485	708 ViewSonic 17 inch Short Depth	\$585.00	\$5,850.00
2	THN1013	708 7.5 Ft Rack	\$445.50	\$891.00
3	6.88E+56	708 CEB MAINTENANCE MANUAL	\$99.00	\$297.00
3	6.88E+51	708 CGS INSTALL MANUAL	\$63.00	\$189.00
3	6.88E+91	708 ADM/CDM USER'S GUIDE	\$49.50	\$148.50
8	6.88E+71	708 ELITE DISPATCHER'S GUIDE	\$22.50	\$180.00
3	6.88E+76	708 ELITE ADMIN GUIDE	\$29.03	\$87.09

Equipment Hardware and Software Total	\$274,168.00
Total Implementation Services	\$125,076.00
Training	Included
Installation	Included
Programming	Included
Optimization	Included
Freight	Included

COMPLETE SYSTEM UPGRADE TOTAL	\$399,244.00
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Acceptance Test Plan

SYSTEM ACCEPTANCE TEST PLAN VERSION 3.0

APRIL 9, 1999

Motorola has developed the following Acceptance Test Plan (ATP). This ATP is designed to verify that the Gold Elite console equipment meets all the requirements as outlined in the Statement of Work, and to include system operational tests, reliability, and system functional tests.

Motorola proposes to use two levels of testing procedures during the ATP; staging and system acceptance testing. Acceptance testing will be conducted in two phases: Conventional mode testing will be conducted upon installation and will test conventional operation. Trunked mode testing will be conducted, as microwave connectivity becomes available. Console equipment will be connected to the S.N.A.C.C. simulcast system directly allowing for trunked acceptance testing.

STAGING ACCEPTANCE TEST PLAN

The following procedures will be utilized during the staging ATP.

- A.** All components of the systems to be provided will be operationally staged at the Las Vegas Fire Station # 1 new communications center.
- B.** Operational and functional testing of all staged equipment will be conducted to demonstrate and verify system operation as designed. Representatives of Las Vegas Fire Alarm Dispatch will be in attendance to observe this testing. The results of this testing will be documented and included in the system as-built documentation supplied to Las Vegas Fire Alarm Office. Functional Tests
 - ❖ Foot Switch and Mouse Operation
 - ❖ Transmit and Receive Audio
 - ❖ Talkgroup Selection and Call **
 - ❖ Multigroup or Announcement Group Call **
 - ❖ Radio Headset Interface
 - ❖ Volume and Muting
 - ❖ Console Busy Indication and Call Back **
 - ❖ Multiselect
 - ❖ Call Alert **
 - ❖ Emergency Alarm/Display Processing **
 - ❖ Console Priority **

LAS VEGAS FIRE ALARM OFFICE

- ❖ Talkgroup Merge **
- ❖ Alert Tones
- ❖ PTT Unit ID Display **

** These functions can only be tested when connected to the S.N.A.C.C. Simulcast Smartnet Trunking System.

SYSTEM ACCEPTANCE TEST PLAN

- A. A system functional test will be performed on the conventional channels to verify that the system is operating as designed during phase one of system acceptance.
- B. A system functional test will be performed on each talk group and trunked channel to verify that the system is operating as designed, when connected to the S.N.A.C.C. system during phase two of acceptance testing.
- C. System as-built documentation will be developed and will include the following information:
 - ◆ Installation Drawings
 - ◆ Staging Test Results
 - ◆ Accountability/Inventory
 - ◆ Level Settings
 - ◆ Functional Test Information
 - ◆ Equipment/System Manuals
 - ◆ As-Built Drawings
 - ◆ Field Notes

FINAL SYSTEM ACCEPTANCE

Completion of the two ATP components (Staging and System ATPs) will have fulfilled the Las Vegas Fire Alarm Office's requirements for system performance and reliability needed for Final System Acceptance.

- ❖ Upon completion of all Acceptance Tests, the system will be available for beneficial use by the Las Vegas Fire Alarm Office.

30-DAY STANDALONE PERFORMANCE TEST PLAN

This 30-day standalone performance test is designed to demonstrate the successful operation of the system over a period of time.

General Description

The 30 day standalone test requires that the system must operate with all equipment, which has been installed for 30 days without a major failure. A definition of a major operational failure of the system provided by Motorola will be determined by Motorola and the Las Vegas Fire Department.

Methodology of Testing

Exception

If the system has been in substantial beneficial usage for a period greater than 60 days the Las Vegas Fire Department will grant by "certification" the compliance with this requirement on a system basis. The certification will be entered in the site data logs for the system.

Test Beginning

The Motorola program manager will certify in writing that the system is ready to begin the 30-day standalone test period. The Las Vegas Fire Department project manager will note the date and time.

Test Duration

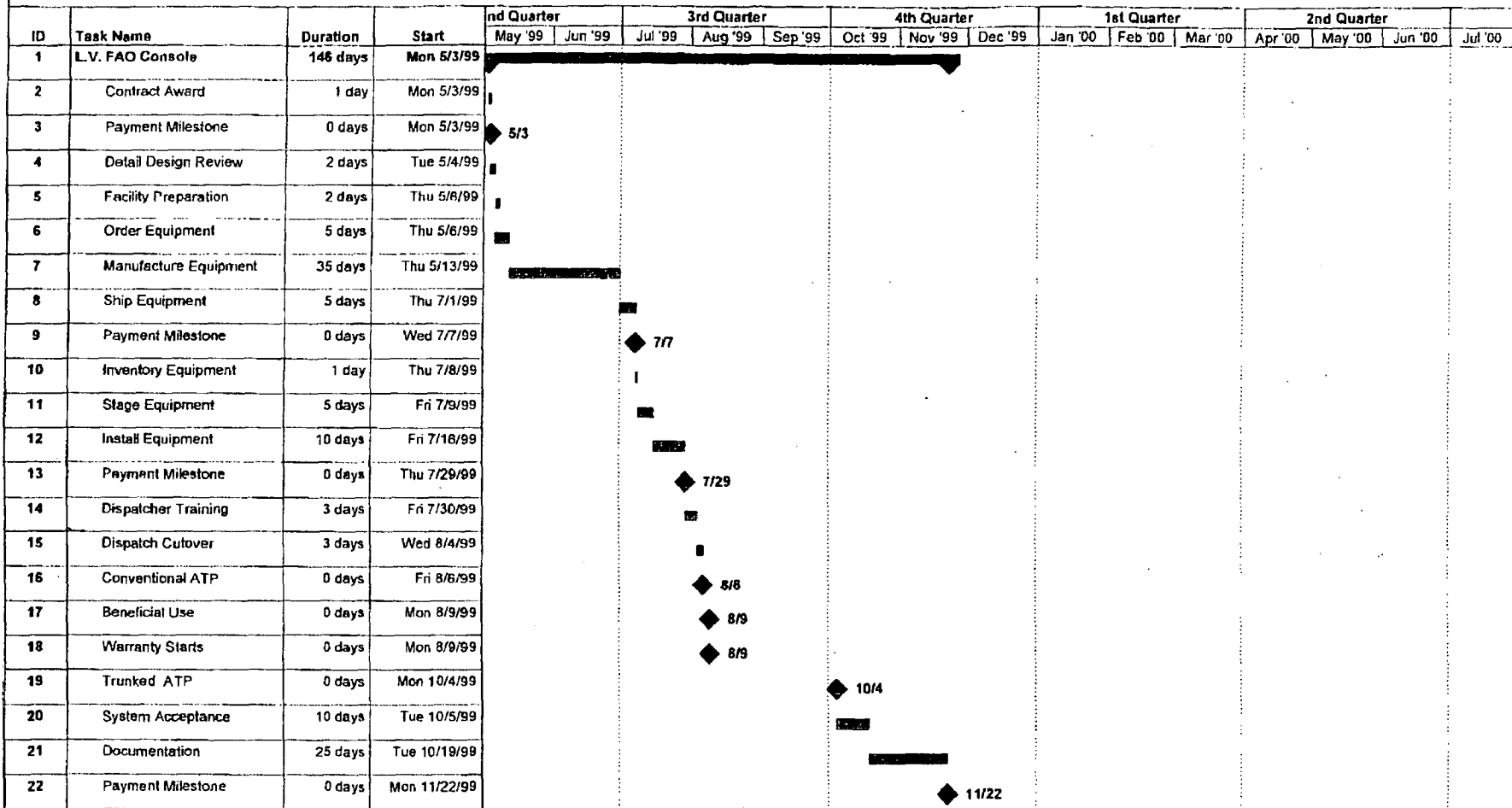
All significant operating parameters of the system will be monitored for the ensuing 30 day interval. If no major failures occur during that period, and the test has been successfully completed; proceed to "Test Completion," which follows. If major failures occur, proceed as follows:

The fault(s) will be corrected by Motorola. The system 30-day standalone test period will resume after correction of the fault.

Test Completion

Upon successful completion of the 30 day stand alone test period with no major failure, any test data will be documented and noted as 'test complete'.

City of Las Vegas Fire Department Proposed Timeline



Project: Las Vegas FAO
Date: Mon 4/12/99

Task		Summary		Rolled Up Progress		Split	
Progress		Rolled Up Task		External Tasks		Rolled Up Split	
Milestone		Rolled Up Milestone		Project Summary			

Statement of Work

1. STATEMENT OF WORK REV 3.0

APRIL 9, 1999

1.1 SYSTEM OVERVIEW

This Statement of Work describes the tasks required to upgrade and expand the existing Las Vegas Fire Alarm Office Dispatch Center. The new Dispatch console positions and new Central Electronics Bank (CEB) that will be located in the newly constructed communications top floor of the Las Vegas Fire Station # 1, while the present console positions and CEB will remain in its current basement location at Station # 1. The following is Motorola's current understanding of the required system requirements, design, operation and implementation:

- Upgrade the existing CentraCom II Plus to CentraCom Gold Elite Console.
- Re-use as much of the existing Motorola CEB Architecture as possible for the basis of expansion.
- Provide interoperability with up to 20 of the S.N.A.C.C. Simulcast Smartnet Trunking Radio Channels.
- Provide emergency, unit ID, and console priority functions on the trunked radio channels.
- Provide interoperability with the conventional radio channels.
- Provide interagency communications with S.N.A.C.C.

The existing 7 positions will be upgraded to CentraCom Gold Elite dispatch positions. Motorola will provide the 7-position console based on a Workstation/Server Architecture, which will allow console configurations to be updated and downloaded to each workstation from a central location. Of these 7 positions, 6 will be designated as "operator" and 1 will be designated as "training".

These 7 positions will be supported by expanding the Central Electronics Bank (CEB) equipment located in the existing equipment room. The Central Electronics Banks will be modified to support and provide a seamless cut-over of the existing 7 positions as well as the new equipment. The cut-over plan provides for splitting the existing CEB into two separate CEBs operating in

LAS VEGAS FAO

parallel as well as allowing for console positions that can be utilized for training purposes.

Given Motorola's current understanding of the console upgrade and expansion requirements, Motorola has included CentraCom Gold Elite Console software compatible with Microsoft's WIN NT 4.0 operating system. E911 and Computer Telephony Integration is not included in this proposal.

The Motorola console design is intended to be integrated into the current Las Vegas FAO conventional radio communications infrastructure. The equipment being supplied will also provide the capability interoperate with the S.N.A.C.C. 20 Channel Smartnet Trunking system. Microwave connectivity is not included in this proposal and is referenced in other documentation provided by Motorola to S.N.A.C.C.

If Motorola is required to assist with any integration efforts beyond that specified, Motorola will be pleased to perform such services on a time and materials basis and negotiate such services using the Change Order process.

1.2 SYSTEM DELIVERABLES

Qty	Description
1	CentraCom Gold/Elite Software: • 8 Elite Software Licenses (7 Upgrades/1 New Licenses) • 20 Trunking Channel Support • 38 Conventional Channel/Control Station/Trunking Control Station Support
1	HP Pentium Server: • Windows NT Operating System • 17" SVGA Viewsonic Monitor • LinkBuilder FMS II 12-Port • Ethernet Hardware Support
9	HP Pentium Workstations: • Windows NT Operating System • 17" SVGA Viewsonic Monitor • Ethernet Hardware Support

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- 1 Central Electronics Bank Equipment:
- (20) Trunking Base Interface Modules
 - (2) Redundant Trunking Controller Interfaces
 - (2) 16 Track Trunking Controller Logging Interfaces
 - (38) Conventional Base Interface Modules
 - (8) Console Operator Interface Modules
 - (4) Dual Power Supplies
 - (3) Dual Battery Backup
 - (1) Single Power Supply
 - Single Battery Backup
 - (1) System Timer Boards
- Lot Elite Console (API/SDK)
Application Programming Interface/Software Developers Kit
Software License:
- Third Party Developer Support
 - 40 Hrs Telephone Support
 - Operator Position Hardware for CAD interface.
- Lot Cabling:
- (8) 300 ft. Motorola Plenum Cable (7 Pair)
 - (9) 100 ft. Ethernet Cable,
- 1 Spare Equipment:
- Elite Console Interface Electronics (CIE) Spares Set
 - Console Operator Interface Module
 - Conventional Board Set
 - Trunking Board Set
 - Operator position client computer
 - Operator position 17" monitor
- Lot System/Product Documentation
- (3) Las Vegas FAO System Manual
 - (3) CEB Maintenance Manual
 - (3) CGS Install Manual
 - (3) ADM & CDM User Guide
 - (3) Elite Administrators Guide
 - (8) Elite Dispatchers Guide
- Lot Training:

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- CentraCom Gold/Elite (Train the dispatcher, 32 Students, 6 total sessions, 3 total days)

Lot

Project Services:

- Project Management
- System Engineering
- Systems Technology
- Timeline Scheduling/Reports
- Status Meetings/Reports
- Site Inspection
- Computer Site Installation and Configuration
- Optimization
- Acceptance Testing
- System Commissioning
- Training
- Travel and Accommodation
- Freight/Shipping

1.3 SYSTEM IMPLEMENTATION OVERVIEW

Las Vegas FAO will act as the Prime Contractor for the console upgrade and expansion of the existing Las Vegas FAO Dispatch Center. As such all actions and responsibilities within this proposal will be referred to as Las Vegas FAO, or Motorola action items.

The console upgrade and expansion will be a complex task requiring a high degree of interaction between Las Vegas FAO and Motorola. The system implementation is planned in four major stages:

- 1) Design and Procurement
- 2) Installation of New Dispatch Center
- 3) Field Acceptance Testing
- 4) Support Activities

Stage I, Design and Procurement:

Las Vegas FAO and Motorola will detail the design requirements of the system. Motorola will use the completed design document to order, build, and deliver the dispatch equipment.

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Stage II, Installation of New Dispatch Center:

Consolidation of the existing CEB into a 6 card cage CEB. Installation of the Motorola supplied-operator Console positions, upgrade of existing equipment, installation of the remainder of equipment at Las Vegas FAO and cut-over of dispatch operations.

Stage III, Field Acceptance Testing:

Verification of system operation as designed and documented in the Detailed Design.

Stage IV, Support Activities:

Tasks performed throughout the implementation; warranty preparations, training, and documentation.

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Stage I		Design and Procurement
	Task Ia	Contract Execution
	Task Ib	Detailed Design Review
	Task Ic	Frequency Licensing
	Task Id	Site Access
	Task Ie	Equipment Delivery
Stage II		Installation of Dispatch Center
	Task IIa	Site Development
	Task IIb	Furniture Installation
	Task IIc	Configuration and Staging
	Task IId	Ancillary Equipment Installation
	Task IIE	Optimization
	Task IIf	Dispatcher Training
	Task IIg	Dispatch Cut-over
Stage III		Field Acceptance Testing
	Task IIIa	Physical Acceptance
	Task IIIb	Functional Acceptance Test
Stage IV		Support
	Task IVa	Training
	Task IVb	Spare Equipment
	Task IVc	Documentation
	Task IVd	Warranty & Maintenance

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1.4 SYSTEM IMPLEMENTATION DETAIL

1.4.1 PHASE I - DESIGN AND PROCUREMENT

The purpose of Phase I is to ensure the system is properly ordered, configured, and delivered to the satisfaction of Las Vegas FAO.

1.4.1.1 Task Ia - Contract Execution

This proposal is a negotiable instrument based upon the scope defined within. The scope may be changed by mutual consent. The proposal and any amendments will be the basis for the system contract.

Upon final review and acceptance of the negotiated proposal by Las Vegas FAO and Motorola, the parties will enter into the Communications System Agreement. At this time Motorola will formally begin the project. Motorola's project team will begin project implementation as defined within this document.

1.4.1.2 Task Ib - Detailed Design Review

After contract execution Las Vegas FAO and Motorola will begin the detailed system design process. This proposal does not specify the specific details required to successfully implement the project. This final detailed design will be prepared with the direct input of Las Vegas FAO, and other entities related to the successful completion of this project.

The major deliverables of Phase I are:

Site Documentation: The documentation included in the proposal only reflects the preliminary equipment design. The site documentation will detail final room footprints and equipment rack layout, electrical power circuits, and lighting. Motorola will provide a preliminary drawing based upon the physical space requirements of the equipment. Las Vegas FAO will provide power and lighting placement, and approve the final equipment and room layouts.

System Access and Control: The existing RF communication system control interfaces will require documentation and verification. Las Vegas FAO will provide a demarcation for each RF interface as required for the dispatch center. Las Vegas FAO will define the type of control necessary; tone, DC, or relay.

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Fleetmap: The system fleetmap details how radio user groups talk to one another. This controls the actions of the infrastructure and how it will react to the radio subscribers. This information will be required to properly upgrade, stage, and install the console. Las Vegas FAO will detail the fleetmap requirements of the Las Vegas Communications System.

Logging Recorder: The Central Electronics Bank provides audio for the logging recorder. Las Vegas FAO will document which fleetmap audio sources require a logging recorder output. Neither the Master logging nor call check recorders are supplied by Motorola within the scope of this project.

Draft Cut-over Plan: The project team will draft a dispatch cut-over plan. This draft will be solidified as the building construction, user radio operations, usage, and time constraints are defined. The plan must be agreed upon before the actual dispatch installation and cut-over can be accomplished.

Motorola has developed a preliminary cut-over plan to minimize the down time during the cut over period, and which allows for maximum re-use of existing back room equipment. During the Detailed Design Review (DDR), details will be highlighted to make certain all necessary channels have been included in both the "OLD CEB" as well as the "NEW CEB" to insure that both banks will access the necessary base stations during the cut-over period.

Motorola will need to condense the existing 12 card cage CEB into 6 card cages. Leaving 6 card cages to build the "NEW CEB". The "OLD CEB" will run off of the existing power supplies while new power supplies will be ordered for the new "NEW CEB". Motorola will order upgrades for the 38 existing "A" version BIMs and 3 16 AUX I/O cards, that will provide Las Vegas FAO with new boards and licenses. Motorola can then populate the "NEW CEB" with the upgrade boards and run these conventional functions in parallel with the "OLD CEB". At that time, we can test and get signoff for the conventional functions. We will then need to take the "OLD CEB" out of service so we can reuse 4 of the card cages for the Trunking BIMs and Trunked Logging hardware. This hardware can be mounted in the card cages, and racked in the equipment room, but will not be connected until the SNACC simulcast system comes on line.

There will be partial down time while Motorola condenses the existing CEB, a position at a time and channel at a time. There should not be any down time issues while the two CEBs are operating in parallel, however there may be operational issues such as operators on different CEBs not knowing the status

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of a resource. When the Trunking equipment is added downtime should be confined to an operator at a time while the positions download the new configurations. Motorola does not foresee any additional downtime, but unforeseen things can happen so we have no guarantee that an outage will not occur.

After the new dispatch center is operational, the dispatcher training will occur. Motorola has planned for three training days to rotate all dispatch personnel through the new equipment training.

When the training is completed, all needed console feature programming changes will be accomplished and finalized. The final acceptance testing of all console positions and all features will be done, and witnessed by the appropriate dispatch center personnel. A preliminary console final acceptance test procedure is included for your review and input.

The cut-over to the new dispatch center consoles as planned by Motorola at this time is to have one dispatch position at a time leave their current position and go to the new position until all dispatchers are operating the new consoles. As the dispatch positions are migrated the callcheck recorders, foot pedals and headsets will have to be removed for reuse. An alternative would be to start a new work shift in the new dispatch center. When it is determined that the conventional functions are operating smoothly, the Old CEB will be dismantled. The card cages, equipment racks and any other reusable hardware will then be moved to the new center. This equipment will be used to house the Trunking channel, system, and logging hardware. Within 90 days of the ATP, the boards within the "OLD CEB" and the operator position enclosures will be packaged for return to Motorola. The removal of all other "OLD" dispatch center hardware, furniture, and ancillary equipment will be the responsibility of the Fire Alarm Office or other contractor or radio shop, and is not covered under this upgrade project.

If more training time is needed, or more or less channels needed, they can be added or deleted during the DDR meeting. The final cut-over plan, and the final console acceptance test, will also be agreed upon at this meeting and changed as necessary along with any equipment list changes or additional services necessary to accommodate the changes.

Final Equipment List: The equipment list will be reviewed and reconciled against the detailed documentation and draft cut-over plan.

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Implementation Timeline: The timeline will be revised to reflect actual equipment delivery dates, cut-over options, facility availability, training requirements, etc.

Detailed System Design: The sum of the above components, plus the contract will embody the detailed system design.

Due to the precise technical requirements of the system, this task must be completed before the system equipment can be ordered.

1.4.1.3 Task 1c - Frequency Licensing

Frequency licensing is not anticipated to be required within the bounds of this contract. However, if licensing is required, Las Vegas FAO is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission (FCC) and for complying with FCC rules and regulations. If requested, Motorola will assist efforts to secure frequency licensing via the Change Order process.

1.4.1.4 Task 1d - Site Access

Final site approval is required prior to equipment delivery.

1.4.1.5 Task 1e - Equipment Delivery

The equipment will be shipped to Las Vegas FAO. No field warehousing by Motorola has been included.

The delivery of the equipment will be scheduled to coincide with the scheduled installation dates, which is tentatively scheduled as set forth in the Proposed Timeline dated April 12, 1999. Any changes in the scheduled delivery dates will be addressed through the Change Order process. Delivery will signify the completion of the Design and Procurement stage of the project.

1.4.2 Phase II - Installation of Dispatch Center

The purpose of this phase is to install, optimize, and cut-over dispatch operations to the new dispatch facility.

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1.4.2.1 Task IIa - Site Development

Las Vegas FAO will ensure that the equipment room, and the new dispatch floor area will be prepared to accept equipment as required for a public safety dispatch center. This includes but is not limited to: plenum rated path for cables between equipment room and dispatch center, electrical power and ground protection, lighting and environmental controls.

1.4.2.2 Task IIb - Furniture Installation

Las Vegas FAO will furnish & install the dispatch furniture prior to Motorola installing the operator console position equipment.

1.4.2.3 Task IIc - Configuration and Staging

Motorola will configure and stage the equipment once the furniture installation is complete and both parties deem the newly constructed Dispatch Facility ready.

1.4.2.4 Task IId - Ancillary Equipment Installation

The software interfaces provided by the Motorola equipment will be defined during the Detailed Design Review. Las Vegas FAO will be responsible for the cut-over/relocation of the E911, telephone/PBX, and CAD equipment.

1.4.2.5 Task IIe - Optimization

Motorola will optimize the Central Electronics Banks in the Las Vegas FAO communications equipment room. This task also includes the optimization of the software for the workstations/server on the Ethernet backbone, pertaining to the Motorola supplied equipment. Upon optimization completion, Motorola will train and prepare for complete dispatch operations.

1.4.2.6 Task II f - Dispatcher Training

Motorola will provide dispatcher and supervisor instructional training to Las Vegas FAO. Training will include sufficient time and materials for 32 students based upon 3 days with 6 total sessions with up to 6 students per session. Las Vegas FAO will be responsible for any applicable procedural, telephone, 911, or CAD training.

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1.4.2.7 Task IIg - Dispatch Cut-over

The cut-over of a public safety dispatch center requires the utmost patience, and planning. The draft cut-over plan will be developed during the Detailed Design Review. Las Vegas FAO and Motorola will mutually plan and agree to the final cut-over plan. This will be developed with input from dispatch operations, technicians, field officers, telephone and 911 providers. The plan must be documented, and approved 30 days prior to cut-over.

Motorola and Las Vegas FAO will jointly perform the radio dispatch operation cut-over to minimize any outage and impact upon Public Safety Communications. Upon cut-over the dispatch center will be commissioned for beneficial use for Las Vegas FAO dispatch operations.

1.4.3 PHASE III - FIELD ACCEPTANCE TESTING

The purpose of this phase is to ensure the correct and satisfactory operation of the system. System RF coverage and testing is not included in this proposal and shall not be cause for determining control center operation.

1.4.3.1 Task III - Physical Acceptance

The equipment will be inspected and documented for installation in accordance with Motorola's R56 Quality Standards. Las Vegas FAO will receive a copy of Motorola's R56 Fixed Network Equipment Quality Standards manual during the DDR.

1.4.3.2 Task III - Functional Acceptance Test

After installation, the system will be tested for proper operation. These tests will utilize procedures as set forth in the Functional Acceptance Test Plan, which will be defined during the Detailed Design Review. Upon completion of the Functional Acceptance Test, the system will be deemed available for beneficial use and final acceptance.

1.4.4 PHASE IV - SUPPORT

The purpose of this phase is to provide the support items required for Las Vegas FAO to fully utilize and operate the system.

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1.4.4.1 Task IV - Training

Motorola will provide Las Vegas FAO with CentraCom Elite Operations training. The training will follow the "train the trainer" concept. The support training session will accommodate 4 students.

- Training will be held on site at the Las Vegas FAO Dispatch Center.
- Motorola will furnish student manuals.
- Las Vegas FAO will supply classroom facilities including chalkboard, projectors, screens, student tables and chairs, etc.
- Las Vegas FAO will supply system equipment required for observation and hands on training.
- Las Vegas FAO will supply all test equipment, cables, card extenders, etc.

If additional operations or maintenance training is required, Motorola will provide such training via the Change Order process.

1.4.4.1.1 Operator & Management**1.4.4.1.1.1 Radio Dispatch Operations Training**

3 day: User Training for CentraCom Elite/Gold Dispatcher. This class will be provided after partial dispatch position installation and prior to dispatch cut-over. Motorola will provide dispatcher and supervisor instructional training to Las Vegas FAO. Training will include sufficient time and materials for 32 students based upon 3 days with 6 total sessions with up to 6 students per session. Las Vegas FAO will be responsible for any applicable procedural, telephone, 911, or CAD training. (Also reference paragraph 1.4.2.6)

1.4.4.2 Task IV - Spare Equipment

Motorola will provide spare board kits for the Central Electronics Bank (CEB) and Console Interface Electronics. A spare positions computer and monitor will also be included.

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1.4.4.3 Task IV - Documentation

Motorola will provide the following system documentation and product documentation as listed in the system deliverables.

- ❖ System Manual: Three (3) copies.

1.4.4.4 Task IV - Warranty & Maintenance

Motorola will provide for a 7 x 24 system warranty; seven days a week, twenty four hours a day. This will be a one-year warranty from **beneficial use**, not to exceed eighteen months from system delivery. The services provided under this warranty and the response times are as follows:

I. INTRODUCTION

At Motorola we place great emphasis on ensuring that our communications systems meet high standards for design, manufacture, and performance. However, on those occasions when communications system failures do occur, we provide support to our customers through our network service providers including the System Support Center ("SSC"), Motorola Authorized Service Stations ("MSS"), and Preferred Subcontractors.

Within this document is a general description of how Motorola and the Customer will proceed to perform the services presented. Prior to a system acceptance, a Customer Support Plan will be prepared jointly by Motorola and the customer. The Customer Support Plan details the specific steps within the support process, and any customer specific information.

II. INFRASTRUCTURE EQUIPMENT SERVICES**a) On-Site Infrastructure Repair Service****DESCRIPTION**

Dispatch of technicians to your site(s) in response to your requests for service.

MOTOROLA RESPONSIBILITIES

- Repair defective Equipment, which does not conform to Motorola's specifications as a result of normal wear and usage and gradual deterioration of components or drifting levels. Set appropriate level settings and perform minor system adjustments.

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- On-Site repair service will be provided during regular business hours, which are defined as Monday – Friday 8:00 a.m. to 4:30 p.m. local business time, excluding holidays. Emergency after hour's service will be provided only by Severity 1 issues. Severity One (1) is defined as a complete loss of communication to a site.

CUSTOMER RESPONSIBILITIES

- Provide full and free access to the Equipment.
- Furnish shelter, heat, light and power at no charge.
- Control temperature, humidity, and other environmental conditions in accordance with the hardware manufacturer's specifications.
- Cooperate fully with Motorola and provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing.
- Customer is responsible for any site defects including, but not limited to, building shelters, heaters, air conditions, fans, alarm sensors (smoke detectors, Hi-lo temp, Entry, AC failure, etc.)
- All equipment sites must meet or exceed Motorola's grounding standards found in the R-56 Motorola Site Grounding Manual. Costs associated with meeting this requirement are the responsibility of the customer.
- Customer is responsible for all costs associated with any unusual method of conveyance required to gain access to a service location and/or any fees by a site owner to provide an escort.
- Provide information required to complete the Customer Support Plan.

a) Call Management

DESCRIPTION

Motorola's Call Center is staffed with trained Customer Support Representatives that provide a central point of contact for all your service requests (1-00-448-3245). The Call Center will receive all calls and dispatch or coordinate appropriate technical support. All requests are tracked and monitored from beginning to end through an electronic Customer Service Request (CSR) number.

LAS VEGAS FAO**MOTOROLA RESPONSIBILITIES**

- Receive Customer requests for service on a seven day per week / twenty-four hour per day (7 x 24) basis
- Prompt for information necessary to understand the situation, open a Customer Service Request (CSR) and determine the next steps to take
- Dispatch qualified technical resource and assign the CSR as required.
- Notify Customer of technician's arrival at Customer's site (site arrival).
- Verify with Customer that repair is complete and system is fully operational. If verification by Customer cannot be completed within 20 minutes, the CSR will be closed, and the technician will be released.
- Ensure the required personnel have access to Customer information as needed.
- Notify the Customer when work is completed.
- Retain records of Customer's Equipment; including performance history and site access requirements.
- Provide period performance reports as defined in the Customer Support Plan.
- The Customer Support Representatives will monitor the progress of a CSR and will escalate issues to Motorola Management following the severity requirements outlined below;

TYPICAL SEVERITY RESPONSE TIMES*

SEVERITY	RESPONSE
Severity One: System Down	4 Hours from creation of CSR
Severity Two: System < 60% Degraded, Users Affected	6 Hours from creation of CSR
Severity Three: Non-Emergency or Technical Questions	24 Hours from creation of CSR

*Severity definitions vary by system type, and are detailed in your Customer Support Plan.

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CUSTOMER RESPONSIBILITIES

- Provide Motorola assigned System ID number when placing a request for service.
- Provide information required to complete the Customer Support Plan.

a) Infrastructure Board Advanced Replacement**DESCRIPTION**

Replacement of defective Equipment with new or repaired equipment.

MOTOROLA RESPONSIBILITIES

- Provide access to an inventory of equipment that can be shipped to Customer's site upon request, subject to availability.
- Ship Equipment via overnight carrier, unless otherwise specified. Motorola will cover shipping and handling during the normal operating hours of 7:00 a.m. to 7 p.m. CST. Shipments outside standard business hours or NFO (next flight out) are subject to an additional charge.
- Verify and configure all equipment before shipping.
- Maintain past and current versions of firmware to ensure the equipment sent to the Customer is programmed correctly. Motorola reserves the right to upgrade at no additional charge to Customer.
- Defective Equipment may be repaired at the System Support Center (SSC) and returned to SSC inventory for future use.

Customer Responsibilities

- Requests to ship equipment outside of the SSC's regular business hours of Monday – Friday, 7:00 a.m. – 7:00 p.m. CST, excluding holidays, are subject to additional charges.
- Request must include model description, model number, serial number, type of system, and firmware version.
- Provide Motorola with a Purchase Order Number when ordering equipment. (The Customer will not be charged for the use of the service and no invoices will be processed against the Purchase Order unless equipment is not returned within the time frames stated in the Terms and Conditions.)

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- Malfunctioning Equipment must be sent to the SSC within 5 working days of receipt of the exchange equipment. Additional charges may be incurred by the Customer beyond that period.
- The malfunctioning Equipment returned to Motorola must include all documentation originally sent by the SSC for the return, in order to ensure proper tracking of the return.
- The Customer is responsible for return shipment and insurance charges.

I. HOW TO OBTAIN SERVICE

To obtain service of your infrastructure system during the Warranty period, the Customer **must call the Motorola System Support Center at 1-800-448-3245** and identify themselves by using their assigned System ID number, and providing the name of the caller and Customer.

Should a request for service not be covered by the Motorola 7 x 24 Warranty Plan, Motorola will contact the Customer and provide an estimate for the requested service. The Service Center will await authorization and a purchase order number from service.

The Service Center will await authorization and a purchase order number from the Customer to proceed with the repair. If an emergency response, not covered by the Motorola 7 x 24 Warranty Plan is required, Motorola will perform repairs which are necessary to minimize downtime of the equipment, and will contact the Customer during the next business day to obtain a purchase order number for the Repair.

a) Technical Support**DESCRIPTION**

Motorola will provide your technical staff with centralized telephone support for issues that require a high level of Radio Frequency (RF) expertise or troubleshooting on infrastructure equipment, on a seven day per week / twenty-four hour per day (7 x 24) basis.

MOTOROLA'S RESPONSIBILITIES

- Maintain a database with the Customer's administrative and system information, history of service and repairs, and current status of equipment.
- Escalate support issues to other Motorola engineering and product groups, if necessary.
- Maintain its help desk lines on a 7 x 24 basis.

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- Maintain and have access to laboratory equipment for system simulations as needed.
- Work with the technicians in the field until a solution to the problem has been found.
- Coordinate technical resolutions with agreed upon third party vendor(s) as needed.

CUSTOMER RESPONSIBILITIES

- Supply system information, type of equipment, and model and serial numbers.
- Supply on-site presence when needed.
- Approve any work to be performed.
- Allow Motorola remote connectivity to equipment to facilitate diagnostics.

1.5 LV FAO Initiated Change Orders

A change order initiated by the LV FAO will generally expand or reduce the original scope of work to include changes in performance, features, hardware and software, or services. A change order that will amend the contract in either scope or dollar value will require a LV FAO purchase order or similar document to authorize the changes. A change order that will reduce the original contract does not require a formal written notification from the LV FAO. Keeping in mind that a LV FAO reduction in the scope of the project may mean that Motorola may not be able to stand behind the original system design criteria and original performance of the system. In all cases, work will not be performed without written authorization from LV FAO.

Motorola Initiated Change Orders

A Motorola initiated change order also requires LV FAO authorization. When Motorola wishes to expand or reduce the original scope of work to include changes in performance, features, hardware or software, or services, we will initiate a change order. A change order that amends the contract in either scope or dollar value will require written authorization from LV FAO. A change order that reduces the original contract, in every instance, requires a formal written notification from LV FAO. In all cases, work will not be performed without written authorization from LV FAO.

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Changes in the statement of work, equipment quantities, equipment types, or services other than LV FAO and Motorola agreeing to in the detailed design review will require a change order. The specific mechanics of this process can be developed during contract development. The basic change order process will require that either party request change in writing. Once this change order request has been received, the receiving party has 10 days to respond to the request for change. A change order does not become binding on either or both parties until it has been fully reconciled and executed by the appropriate parties for both LV FAO and Motorola.

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SAMPLE CHANGE ORDER FORM

Purchaser: _____

Change Order No. _____

Name: _____

Date: _____

Address: _____

In accordance with the terms and conditions of the Agreement dated _____, 1999, the following changes are approved:

Contract Price Adjustments:

Original Contract Value	\$ _____
Previous Change Order amounts #1 through _____	\$ _____
This Change Order # _____	\$ _____
New Contract Value	\$ _____

Completion Date Adjustments:

Original Completion Date	\$ _____
Previous Schedule Change #1 through _____	\$ _____
This Schedule Change # _____	\$ _____
New Completion Date	\$ _____

Unless amended above, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the last day and year signed below.

Purchaser

Motorola, Inc.

By: _____
Title: _____

By: _____
Title: _____

Date: _____

Date: _____

LAS VEGAS FAO**1.6 PROJECT RESPONSIBILITIES**

The following specifies the respective responsibilities of Las Vegas FAO and Motorola, in execution of this project as it pertains to the Motorola-supplied Console Upgrade and Expansion.

Task	Motorola	Las Vegas FAO
Provide Required Permits/Licenses		X
Order/Provide Equipment	X	
Ship/Deliver Defined Equipment	X	
Provide Site Environment Controls		X
Provide for Site Access/Parking		X
Determine Equipment Layout	X	X
Provide Equipment Layout Diagrams	X	
Provide AC Electrical Service		X
Provide/Install/Demarc Telco Circuits		X
Provide Ground/Upgrades		X
Rearranging of CEB	X	
Install Dispatch Furniture		X
Connect & Install Equipment	X	
Bond Equipment to Adequate Ground	X	
Physical Inspection (R56)	X	
Configure/Stage/Optimize Equipment	X	
Define Cut-over/Acceptance Tests	X	X
Acceptance Testing	X	X
Provide As-Built Documentation	X	
Remove Existing Equipment after Cut-over		X

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1.7 PROJECT SCHEDULE AND MILESTONES**1.7.1 SCHEDULE**

A preliminary schedule is included below showing a high level overview. This schedule indicates typical times required to perform the indicated tasks to coincide with Las Vegas FAO construction timeframes. The schedule and cost assumptions are made upon serial tasking, a standard eight-hour workday, and including holidays. Motorola acknowledges that this schedule will require substantial adjustment during the contract negotiations, and Detailed Design Review. A Gantt chart will be provided to reflect the procurement restraints, and site development issues upon further definition of the overall project. The schedule will be updated throughout the project for status reviews. All changes will be analyzed to determine the effects on the overall implementation cost and schedule.

1.7.2 SYSTEM ACCEPTANCE

System acceptance is based upon the proper operation of the system functionality, and delivery of all declared deliverable items. At the completion of all functional tests Motorola will request that Las Vegas FAO formally accept the system. Las Vegas FAO may elect to accept the system at anytime.

1.7.3 MILESTONES

The project milestones are tasks, which signify the completion of a significant phase or item. One project milestone is proposed to be considered as a payment milestone. The completion of this item will trigger the appropriate contract billing and payment mechanism. The project milestones are set forth in the Proposed Timeline dated April 12, 1999.

1.8 PRELIMINARY IMPLEMENTATION TIMELINE (EST. 8 MONTH PROJECT)

In completing the below listed tasks, Motorola will comply with the Gantt Chart set forth in the Proposed Timeline dated April 12, 1999.

Contract Execution, DDR, Order Equipment	Q2/99
Site Construction/Preparation Complete	Q2/99
Shipping of Equipment	Q2/99
Staging/Configuration/Optimization	Q3/99
Training/Cut-over, System Acceptance	Q3/99

Service Agreement

EXHIBIT C

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is entered into by and between Motorola, Inc. ("Motorola") and City of Las Vegas Department of Fire Services ("Customer"). The Service Agreement will begin on the Start Date and end on the Expiration Date specified in the Order Form.

Section 1 DEFINITIONS

A. "Service Agreement" means this Service Agreement and its attachments including the Order Form; "Order Form" means the Service Agreement Order Form; "Equipment" means, collectively and in part, the communication equipment specified in the Order Form and the communication equipment subsequently added to this Service Agreement.

Section 2 ACCEPTANCE

The terms and conditions set forth in this Service Agreement and in the Order Form are an offer to purchase Service (as defined below) by Customer that will become a Service Agreement when acknowledged and accepted in writing by Motorola's Schaumburg, Illinois Service Department; and the banking, negotiation or other use of any payment shall not constitute an acceptance by Motorola.

Section 3 SERVICE DEFINED

A. Motorola agrees to provide services for the Equipment as specified in the Order Form subject to the terms and conditions stated in this Service Agreement ("Service"). The Equipment will be Serviced by Motorola in accordance with the following standards: (i) Motorola parts or parts of equal quality will be used; (ii) the Equipment will be Serviced at levels set forth in Motorola's product manuals; and (iii) routine service procedures prescribed from time to time by Motorola for its products will be followed.

B. Customer agrees that during the term of this Service Agreement all communication equipment purchased by Customer from Motorola ("Additional Equipment") that is part of the same communications system or of similar type as the Equipment covered under this Service Agreement will be added to this Service Agreement by Motorola, unless the Customer requests otherwise in writing. Motorola may also provide additional services ("Above-Contract Services") at Customer's request. All Services for Additional Equipment and Above-Contract Services are subject to the terms and conditions in this Service Agreement and will be billed at Motorola's then applicable service rates. Customer will not be charged for warranty services provided under an Equipment warranty during the term of that warranty.

C. Upon written request, Customer may remove Equipment from this Service Agreement. However, Customer agrees to purchase Service for a minimum period of twelve consecutive months for each piece of Equipment covered under (or later added to) this Service Agreement, unless the Service Agreement sooner expires, or unless the Equipment is lost, stolen, or damaged beyond repair.

Service Agreement

D. All Equipment must be, and Customer warrants that all Equipment is, in working order on the Start Date of the Service Agreement. Equipment subsequently added to this Service Agreement must be, and Customer warrants that such Equipment is, in working order at the time the Equipment is added to the Service Agreement. Customer agrees to provide a complete serial number and model number list prior to the Start Date, or prior to the time that the Equipment is added to the Service Agreement.

E. Customer must indicate on the Order Form any Equipment that is labeled intrinsically safe for use in hazardous environments so that appropriate parts and procedures may be used to maintain such status.

F. If any Equipment is lost, damaged, stolen or removed from Service, Customer must immediately notify Motorola in writing. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

G. If Equipment cannot in Motorola's opinion be properly or economically Serviced because of (but not limited to) excessive wear, deterioration, unavailability of parts, the state of technology, or the practical feasibility of the scope of Services as specified in the Order Form or Motorola Statement of Work. Motorola's inability to provide Services for the aforementioned causes is not a breach of Motorola's obligations under this Service Agreement. Motorola, at its sole option but after consultation with the Customer, may: (1) modify the scope of Services related to such Equipment; (2) remove such Equipment from this Service Agreement; or (3) increase the price to Service such Equipment.

Section 4 EXCLUDED SERVICES

A. Service does not include the repair or replacement of Equipment that has become defective, malfunctions or damaged due, but not limited, to the following causes: use of Equipment in other than its normal and customary manner; liquid or chemical damage; physical or electronic abuse or misuse, vandalism, accident or neglect; acts of God, lightning, fires or other casualty; causes external to the Equipment including electrical power failure, surges, or anomalies, and inadequate temperature or humidity control; improper or unauthorized disassembly, testing, operation, maintenance, installation, modification, adjustment or repair; environmental conditions not conforming to Equipment specifications.

B. Unless specifically included in the Order Form, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, or multicoupler. Where a transmission medium, such as but not limited to telephone lines, E-911 lines, local area networks (LANs), wide area networks (WANs), internet, world wide web, optical fibers, satellite data paths, or other interfacing system, is used in conjunction with the Equipment, Motorola has no obligation or responsibility for such transmission medium or for Equipment malfunction caused by the transmission medium. Upon request, Motorola agrees to assist the telephone company or other third-party at Motorola's then current rates for such service.

C. Unless specifically included in the Order Form, Service does not include replacement, installation, maintenance or repair of items that are consumed in the

Service Agreement

course of normal operation of the Equipment, such as but not limited to batteries, magnetic tapes, cassettes, type elements and computer supplies. Service also does not include replacement of antenna, belt clips, speaker microphones, or battery chargers on portable radios.

D. Unless specifically included in the Order Form, Service does not include reprogramming or repairs to optional accessories, custom or special products (SP's), modified units, and non-standard software.

E. Service does not include repairs to Equipment located in an environment as determined by Motorola that is hazardous to the safety or health of Motorola employees, agents, or subcontractors.

F. Service does not include certification programs, reprogramming, and modifications to Equipment related to assuring the correct processing, providing, and/or receiving of data from, into, and between the year 1999 and the year 2000.

Section 5 RIGHT TO SUBCONTRACT/ASSIGNMENT

Motorola has the right to assign the rights and obligations under this Service Agreement, and to subcontract in whole and in part Motorola's performance called for by this Service Agreement. However, Motorola shall remain fully responsible for the performance required by this Agreement.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location(s) specified in the Order Form. Where service is to be performed at the Equipment's location, Customer agrees to furnish shelter, heat, light, power, and necessary equipment (except that normally supplied by Motorola) at no charge. Customer also agrees to provide full and free access to the Equipment, and no waiver of liability by Motorola against Customer or other restrictions will be imposed by Customer as a site access requirement. In addition, Customer agrees to fully cooperate with Motorola and to provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing that Motorola deems is reasonably necessary to enable Motorola to perform its obligations under this Service Agreement. Unless otherwise specified in the Order Form, the hours of Service will be the standard business hours of 8:30 a.m. to 4:30 p.m., excluding weekends and holidays.

Section 7 PAYMENT

After the one (1) year Warranty Period as set forth in Section 9 of the Communications System Agreement, the payment terms for additional maintenance services will be provided as follows:

On or about the date each payment is due, Motorola will send Customer an invoice covering the Service fees for the next payment period. All other charges will be billed monthly, and Customer must pay each invoice within thirty (30) days of the invoice date to the Motorola office designated by Motorola. Each invoice for Service already provided, will be due and payable whether or not the Equipment is operating, and

Project:

Revised 6/11/97

Service Agreement

Motorola may terminate this Service Agreement by giving Customer thirty (30) days prior written notice if Customer fails to timely pay as required herein.

Section 8 INTERRUPTION OF SERVICE

Customer must notify Motorola, or Motorola's subcontractor, immediately of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of service purchased as indicated on the Order Form. In the event that Motorola does not repair the Equipment within a reasonable time, Motorola will provide Customer with a credit based upon the service fee for that particular Equipment and the amount of time the Equipment is unusable due to Motorola's delay in completing the repair of the Equipment.

Section 9 EXCUSABLE DEFAULT

Neither party is liable for delays or lack of performance resulting from causes beyond that party's reasonable control. Such causes include, but are not limited to: acts of God; fire; unusually severe weather conditions; epidemics; quarantine restrictions; strikes; material shortages; acts of war; riots; freight embargoes; compliance with laws or regulations; government action; acts or failure to act by Customer, its agents, employees, or subcontractors; and Motorola's subcontractors' failure to provide or delay in providing service due to such causes.

Section 10 WARRANTY

Motorola warrants that it will perform Services under this Service Agreement in a workman-like manner. Any claim for breach of this warranty must be made by the Customer within 30 days of the date the affected Service is performed. Customer's sole remedy is to request that Motorola, at Motorola's sole option, re-perform the affected Service, replace the affected Equipment, if applicable, or refund, on a pro-rata basis, the Service fee paid for the affected Service. This obligation will apply only with respect to Equipment that has not been abused, misused, neglected, improperly installed, repaired, altered, or damaged including being operated or maintained not in conformance with the manufacturer's instructions or specifications. The foregoing sets forth Motorola's entire liability and Customer's exclusive remedy under this warranty. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 CERTIFICATION DISCLAIMER

Unless signed by a Motorola authorized signatory on a separate Motorola standard certification form, Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Service Agreement.

Section 12 DEFAULT/TERMINATION

Customer agrees to provide Motorola written notice of any default of this Service Agreement stating the nature of the default. Motorola will have at least sixty (60) days

Project:

Revised 6/11/97

Service Agreement

after receipt of the notice to cure such default. If Motorola does not cure the default within this period, Customer may terminate that portion of the Service Agreement that is in default by giving Motorola thirty (30) days prior written notice. In the event of termination under this Section, Motorola's total liability for default is limited to the price of ninety (90) days of Service for the terminated portion of the Service Agreement.

Section 13 LIMITATION OF LIABILITY

Notwithstanding any other provision, Motorola's total liability, whether for breach of contract, warranty, indemnity, negligence, strict liability in tort or otherwise, is limited to the price of twelve months of Services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 14 EXCLUSIVE TERMS AND CONDITIONS

A. Customer acknowledges that it has read and understands the terms and conditions of the Service Agreement and agrees to be bound by them, that it is the complete and conclusive statement of the agreement between Motorola and Customer, and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the subject matter contained herein. The Service Agreement may not be altered, amended, or modified except by written amendment signed by an authorized signatory of both parties.

B. Customer agrees to reference this Service Agreement on all purchase orders issued pursuant to this Service Agreement. Neither party will be bound by any terms or conditions contained in Customer's purchase order or elsewhere (even if it is attached to the Service Agreement). In the event of a conflict between the main body of this Service Agreement and any Addenda or Attachments, the main body of this Service Agreement will take precedence, unless the Addendum or Attachment specifically states otherwise and refers to this Section 14.

Section 15 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission ("FCC") or any other federal, state or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other governmental matters. Motorola may, however, assist Customer in preparing any license application.

Section 16 OWNERSHIP OF INTELLECTUAL PROPERTY

Nothing contained in the Service Agreement or elsewhere will be construed to grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the products sold or Services performed under this Service Agreement.

Service Agreement

Section 17 GENERAL TERMS

A. If any term or provision of this Service Agreement is held by a court or other tribunal to be invalid, void or unenforceable, that term or provision will be inoperative and void insofar as it conflicts with law, but the remaining terms and provisions of this Service Agreement will continue in full force and effect.

B. Section and paragraph headings are for convenience only and are not to be deemed or construed to be part of this Service Agreement.

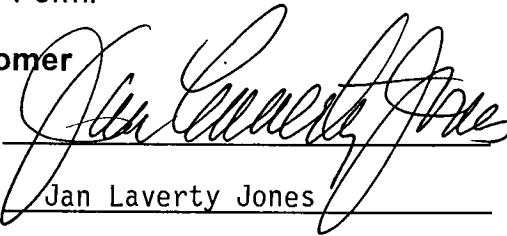
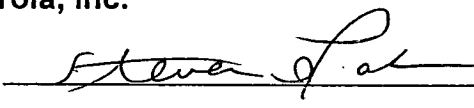
C. THIS SERVICE AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES WILL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA.

D. No assignment or transfer, in whole or in part, of this Service Agreement by Customer will be binding upon Motorola without its prior written consent.

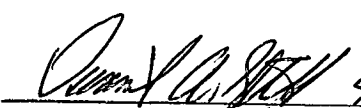
E. Failure or delay by either party to exercise any right, power, or privilege under this Service Agreement will not operate as a waiver of that right, power, or privilege.

F. Except for money due upon an open account, no action may be brought for any breach of this Service Agreement more than one (1) year after the accrual of such cause of action except where a shorter limitation period is provided by law.

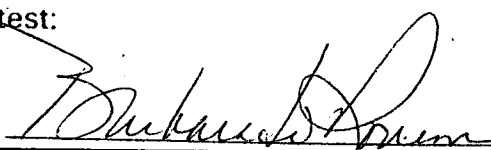
IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their duly authorized representatives as of the Start Date specified on the Order Form:

CustomerSign: Print: Jan Laverty JonesTitle: MayorDate: 5/10/99**Motorola, Inc.**Sign: Print: Steve J. PalmTitle: Area ControllerDate: April 26, 1999

Approved as to form:

 4/27/99
Date

Attest:

By 

BARBARA JO RONEMUS, City Clerk

REVIEWED AND APPROVED AS TO FORM
 4/26/99
DATE
FRED SORILLA
MOTOROLA
CONTRACTS AND COMPLIANCE DEPT.

Revised 6/11/97

EXHIBIT D SOFTWARE SUBSCRIPTION AGREEMENT

This Motorola Software Subscription Agreement ("Agreement") is between Motorola, Inc., a Delaware corporation ("Motorola") by and through its Commercial, Government, Industrial Solutions Sector (CGISS) and City of Las Vegas Department of Fire Services ("Customer").

Section 1 SUBSCRIPTION PROGRAM

During the term of this Agreement, Motorola will provide Customer with the software subscription services described below for the Motorola communication equipment identified in Attachment A to this Agreement, which is hereby fully incorporated into this Agreement.

A. Motorola's Software Subscription Agreement ("SSA") program consists of periodic Motorola Software Enhancement Releases and Core Releases for use with upgrade-capable Motorola Equipment. Enhancement Releases incorporate minor features and performance enhancements to the then current version of Motorola Software released by Motorola and to those prior version(s) that Motorola may be supporting during the term of the Agreement. Core Releases incorporate major new features in addition to performance enhancements. Non-Motorola, non-CGISS, Radio Service Software (RSS), and Data product software is excluded from the SSA program.

B. Motorola will issue to Customer periodic bulletins announcing Enhancement Releases and Core Releases. If Customer desires to obtain the announced Enhancement Release or Core Release, it must contact its Motorola representative. Because Enhancement Releases may include minor performance enhancements, Customer is encouraged to upgrade the Motorola Software operating on its System with the most current Enhancement Release (i.e. SmartZone 3.0.1 to SmartZone 3.0.2). If needed, Customer should contact its local service provider for installation assistance.

C. Special options previously developed by Motorola for Customer's system may require additional engineering effort to be incorporated into a Enhancement Release or Core Release so that the special option will not be overwritten upon its installation. Upon request, Motorola will determine whether a special option can be incorporated into a Enhancement Release or Core Release and whether additional engineering effort is required. Customer will be responsible for all charges associated with any additional engineering required for each Enhancement Release or Core Release that it chooses to install. Such equipment and engineering are not included as part of the SSA program and may be provided pursuant to a separate agreement.

D. Because the SSA program includes Enhancement Releases for only the then current software version and those prior versions that Motorola may be supporting during the term of the Agreement, Customer is encouraged to periodically migrate the Motorola Software operating on its Communications System to the most current Core Release (i.e. SmartZone 2.0.3 to SmartZone 3.0). Core Releases may not be compatible with Customer's existing System. Additional hardware, Motorola Software, and engineered modifications may be required if Customer desires to migrate to a particular Core Release. Such additional hardware, Motorola Software and engineering are not included as part of the SSA program and may be provided pursuant to a separate agreement. If the size and complexity of Customer's System warrants, Motorola may provide consultation services to determine the technological, operational

EXHIBIT D SOFTWARE SUBSCRIPTION AGREEMENT

and financial impact of installing a particular Core Release on the System, pursuant to a separate agreement.

Section 2 FEES AND PAYMENT

NOT APPLICABLE.

Section 3 TERM AND TERMINATION

The customer may terminate this Agreement at any time prior to the expiration of its term by providing written notice of such termination to Motorola. Such termination will be effective at the next annual anniversary date following Motorola's receipt of the written notice. Motorola will refund to Customer any pre-paid SSA program fees for the terminated period. In addition, this Agreement will be terminated at any time if Motorola discontinues the SSA program, in which case Motorola will refund to Customer any pre-paid SSA program fees for the terminated period.

Section 4 NEW RELEASES

"Release" in this Section 4 means Software Enhancement Releases and Software Core Releases. When a new software release to which Customer is entitled becomes available, Motorola will send a notice bulletin to Customer, to which Customer must respond to its Motorola representative if Customer desires to obtain the new release. Customer may choose not to install a new software release, however, customer acknowledges that by so choosing, it will limit or eliminate the applicability of future releases to its system.

Section 5 TAXES

Customer is responsible for all taxes due as a result of this Agreement, if any, other than taxes based on Motorola's income; if Customer is a tax-exempt entity, upon execution of this Agreement, Customer must provide Motorola with tax exemption certificates from the appropriate tax authorities.

Section 6 EXCLUDED SERVICES

The SSA program does not include repair or replacement of hardware or software defects not corrected by the Enhancement Releases and Core Releases nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of Motorola software.

Section 7 OWNERSHIP AND USE OF SOFTWARE

All rights and title to Motorola software furnished to Customer under this Agreement remains vested exclusively in Motorola. Customer's use of such Motorola software is subject to the terms of the Motorola software license agreement executed by Customer or, if no such agreement has been executed, Motorola's standard software license terms apply, which will be sent to Customer upon written request.

Section 8 DEFAULT

EXHIBIT D SOFTWARE SUBSCRIPTION AGREEMENT

Motorola at any time may suspend subscription services or terminate this Agreement if (a) Customer fails to pay any fees within thirty days after such fees are due, (b) Customer fails to correct a breach of this Agreement within thirty days after notice from Motorola of such breach, (c) Customer's right to use Motorola software under a Motorola software license agreement expires or is terminated, or (d) Customer replaces its Motorola communication system with a non-Motorola communication system. Upon such termination, any unpaid SSA program fees will become immediately due and payable.

Section 9 LIMITATION OF LIABILITY

MOTOROLA'S TOTAL LIABILITY ARISING FROM THIS AGREEMENT WILL BE LIMITED TO THE AGGREGATE AMOUNT OF SSA FEES PAID TO MOTOROLA BY CUSTOMER. IN NO EVENT WILL MOTOROLA BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 10 GENERAL

A. NOTICES: All notices, consents, and waivers permitted or required under this Agreement will be deemed given upon receipt and must be delivered in writing to the below addresses. Change of address must be in writing to the other party.

Customer City of Las Vegas Dept of Fire Services
Attn: Communications Division
500 N. Casino Center Blvd
Las Vegas, NV 89101

Motorola, Inc.
Attn: Contracts & Compliance
9980 Carroll Canyon Road
San Diego, CA 92131

B. FORCE MAJEURE: Motorola will not be liable to Customer for any failure to perform services due to events beyond Motorola's reasonable control including labor disruptions.

C. ACTIONS: Customer must bring any action under this Agreement within one year after the cause of action arises.

D. WAIVERS: No waiver of a right or remedy of either party will constitute a waiver of another right or remedy of that party.

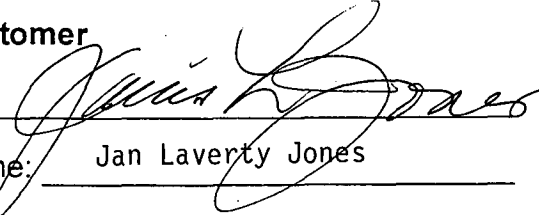
E. ASSIGNMENTS: Customer may not assign any of its rights under this Agreement without Motorola's prior consent.

F. ENTIRE AGREEMENT AND AMENDMENT: This Agreement, along its Exhibit A, contains the parties' entire agreement regarding the SSA program and may be amended only in a writing signed by both parties, except that Motorola may modify this Agreement without joint consent as necessary to comply with applicable laws, rules, and regulations.

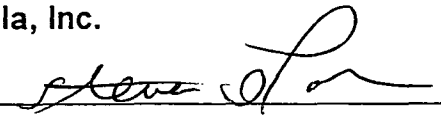
G. GOVERNING LAW: This Agreement will be governed by the laws of the State of Nevada.

EXHIBIT D SOFTWARE SUBSCRIPTION AGREEMENT

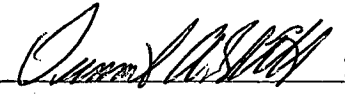
Customer

By: Name: Jan Lavery JonesTitle: MayorDate: 5/10/99

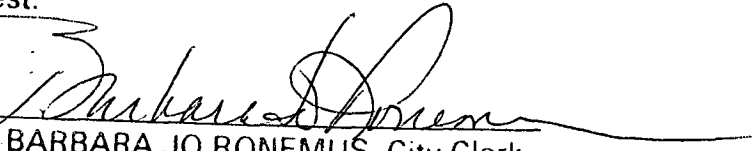
Motorola, Inc.

By: Name: Steven J. PalmTitle: Area ControllerDate: April 26, 1999

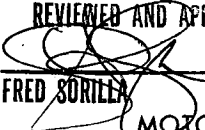
Approved as to form:

 4/27/99
Date

Attest:

By: 

BARBARA JO RONEMUS, City Clerk

REVIEWED AND APPROVED AS TO FORM
 4/26/99
FRED SORILLA DATE
MOTOROLA
CONTRACTS AND COMPLIANCE DEPT.

ATTACHMENT A
TO
EXHIBIT D – SOFTWARE SUBSCRIPTION AGREEMENT

**ATTACHMENT A TO EXHIBIT D
SOFTWARE SUBSCRIPTION AGREEMENT**

SYSTEM CONFIGURATION

SSA Type (choose and complete for only one SSA Type listed below)

A. System SSA

Specify System Type (SmartZone, SMARTNET, Conventional,) _____

OmniLink Operation (Yes/No) _____

Digital Operation (Yes/No) _____

Integrated Voice and Data (Yes/No) _____

Number of Sites (In addition to the Prime Site) _____

Number of Repeaters Currently in Operation _____

Number of Subscribers Currently in Operation (Mobiles and Portables) _____

B. Console Only SSA

Number of Operator Positions _____

Number of Channels _____

C. Centralink 2000 SSA

SSA TERM

Beginning of Term (choose one)

System/Product Acceptance or Beneficial Use (New Installations) _____

Expiration of existing Subscription Period (Renewal) Immediate _____

Other (Please specify date) _____

Length of Term (number of years) _____

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

Page 27

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF HUMAN RESOURCES -
CONSENT**

55

Ratification of changes made to Article 18 (Medical Benefits) of the 1998-2002 Labor Agreement between the Las Vegas City Employees Association and the City of Las Vegas

(Fiscal Impact: Estimated savings from the dental plan changes - \$145,500; additional costs for the long-term disability coverage \$177,097; and savings from changes to the prescription drug plan and the administration of the long-term disability program to be determined)

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:**

ABEYANCE to 5/24/99
under separate actions
(see individual items)

Item 46:

STRICKEN under separate action
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

56

Approval of payment for a permanent partial disability award claim #9511-29 as required under the workers' compensation statutes

(Fiscal Impact: \$60,063.67 - Workers' Compensation Self-Insured Trust Fund)

APPROVED - see above

57

REPORT OF NEW HIRES
MARCH 29, - APRIL 12, 1999

APPROVED - see above

<u>POSITIONS</u>	<u>DEPARTMENT</u>	<u>MONTHLY</u>
<u>GENERAL FUND</u>		<u>RANGE</u>
Director	Planning & Development	\$ 6,188- 10,313

CITY COUNCILMEETING OF
MAY 10, 1999**AGENDA DOCUMENTATION**

TO:

City Council

FROM:

Rick Anderson

Director - Human Resources Department

SUBJECT: RATIFICATION OF CHANGES MADE TO ARTICLE 18 (MEDICAL BENEFITS) OF THE 1998-2002 LABOR AGREEMENT BETWEEN THE LAS VEGAS CITY EMPLOYEES ASSOCIATION AND THE CITY OF LAS VEGAS

PURPOSE/BACKGROUND

The 1998 collective bargaining agreement with the City Employees Association made provision for reopening and discussing the Medical Benefits - Article (18) of the contract. This provision was made at that time because of uncertainty regarding the City's transition to a self-insured program and a review of the experience of that program, as well as our having insufficient time to review our dental plan and other benefit programs. Upon the recommendation of the Labor-Management Insurance Committee and with the direction of the City Council, we responded to the proposals made by the City Employees Association and have successfully concluded negotiations within the parameters of the direction that we received.

The Article has been ratified by the members of the City Employees Association and now comes to you for ratification. Changes include:

1. An increase in the annual maximum dental benefit to \$2,000 and the institution of a new co-pay structure. This new co-pay structure, when in place, is expected to save the City dental costs of approximately 14 percent (\$145,500 estimated savings);
2. Extend Part B, long-term disability coverage, to all eligible employees. This provision will assist us in streamlining the administration of the plan and thus save time and resources, as well as ensure that employees have coverage under the shorter 90 day provision should they experience a long-term disability. As a result of increasing the participant rate, the City was able to reduce the cost per employee per month from \$17.70 to \$15.40; and
3. The City has instituted the recommended revisions to its Prescription Drug Plan. It is anticipated that these revisions will produce a significant savings over time and allow us to have more effective controls of our benefit costs. We will continue to monitor the co-pays, the drugs in our approved formulary, and our pharmacy network to ensure employees have access to the prescription drugs they need and that the City receives the most cost effective service possible.

We believe that with these changes we can continue to provide our employees with an excellent benefit

FISCAL IMPACT

Estimated savings from the dental plan changes \$145,500. Additional costs for the long-term disability coverage \$177,097. Further savings from the changes to the prescription drug plan and the administration of the long-term disability program to be determined.

RECOMMENDATIONS

Council ratify the changes to Article 18 of the City Employees Association contract.

Agenda Item

55

program, but at the same time manage our costs in an effective manner. With the rapid changes in the health care industry and the escalating costs associated with providing benefits, we need to continuously review the programs we offer, as well as review the programs offered by other government entities in the Valley to ensure that we remain competitive in the employment market place.

The issue of extending benefits to domestic partners was raised by the CEA Negotiating Committee. No final recommendation has been made; however, your concurrence is sought at this time to include such benefits administratively into the City's benefit plan if other local government entities approve similar benefits and upon the recommendation of the City's Labor-Management Insurance Committee and with the approval of the City Manager. Our study of costs associated with this indicate that the cost of the plan would be less than \$35,000. This is a benefit that has been offered by many other public and private sector employers and their experience indicates that clear policies and procedures can ensure that this benefit is not improperly used.

With your guidance and the cooperation of both labor and management negotiating teams, a real team effort came together to analyze the challenging issues facing benefits programs. There is a commitment to work together to continuously review our benefit programs in a prudent and sound manner, representing good stewardship of our taxpayer dollars.

CITY COUNCIL**MEETING OF
May 10, 1999****AGENDA DOCUMENTATION**

TO:

City Council

FROM:

Rick Anderson, Director
Human Resources**SUBJECT: APPROVAL OF PAYMENT FOR A PERMANENT PARTIAL DISABILITY AWARD- CLAIM #9511-29- AS REQUIRED UNDER THE WORKERS' COMPENSATION STATUTES****PURPOSE/BACKGROUND**

A retired fire fighter filed an industrial injury claim on February 24, 1994. He claimed exposure to inhalation of asbestos during the course of employment. Although the claim was originally denied, after litigation and a Supreme Court decision, the claim was accepted for all benefits due.

He has been rated by a state-authorized medical doctor who determined that he had a 40 percent whole body impairment and placed in a Class 3 Respiratory Impairment category.

Nevada Revised Statutes require that the injured worker have the option to receive the award in installments until age 70 or in a lump sum payment. However, if a claimant incurs a disability that exceeds 25 percent, the claimant may elect to receive his compensation in a lump sum equal to the present value of an award of disability of 25 percent. If the claimant elects to receive compensation pursuant to this paragraph, the insurer shall pay in installments to the claimant that portion of the claimant's disability in excess of 25 percent.

The employee has elected to receive the lump sum payment in the amount of \$47,988.53 with monthly installments of \$194.04, until age seventy (70), for a total award of \$60,063.67.

FISCAL IMPACT

\$60,063.67 from Workers' Compensation Self-Insured Trust Fund.

RECOMMENDATIONS

It is recommended that the award of \$60,063.67 be approved.

Agenda Item**56**

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

Page 28

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

NEIGHBORHOOD SERVICES - CONSENT

58

Approval to transfer up to \$34,900.86 in Supportive Housing Program (SHP) funds to St. Vincent De Paul (SVPD), for the administration of SHP eligible programs, pertaining to MASH Transitional Housing Program or Crisis Intervention Center

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99****under separate actions**

(see individual items)

Item 46:**STRICKEN under separate action**

(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

MEETING OF

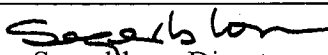
AGENDA DOCUMENTATION

May 10, 1999

TO:

City Council

FROM:


Sharon Segerblom, Director
Neighborhood Services Department

SUBJECT:

Approval to transfer up to \$34,900.86 in Supportive Housing Program (SHP) funds to St. Vincent De Paul (SVDP), for the administration of SHP eligible programs, pertaining to MASH Transitional Housing Program or Crisis Intervention Center.

PURPOSE/BACKGROUND

On March 6, 1995, the City of Las Vegas was awarded \$2,298,515 in U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program funds. The funds were for the operational expenses, supportive services and administrative costs associated with the MASH Transitional Living Center and Crisis Intervention Center. The City of Las Vegas was the applicant and recipient of record, as the facility was not yet built and the operator had not been determined.

On December 6, 1995, the City of Las Vegas entered into an agreement with St. Vincent De Paul (SVDP), to operate the MASH Transitional Living Center and Crisis Intervention Center. In its role as the recipient, the City of Las Vegas retained the \$109,453.00 administrative set aside to administer the 3 year grant. The City was the fiscal agent for the SHP grant from March 1, 1996, to February 28, 1999. As the subrecipient, SVDP was required to submit monthly payment requests to the City for reimbursement of funds. The close out date for this grant was February 28, 1999.

The City of Las Vegas Neighborhood Services Department did not utilize the entire amount as allocated, and would like to transfer the use of the remaining \$34,900.86 to SVDP, the operator of MASH. If these funds are not transferred to SVDP, the City must return them to HUD. SVDP will be required to submit an invoice of eligible expenditures to the Neighborhood Services Department in order to receive these funds.

This transfer will allow the City of Las Vegas to close out this 3 year grant with a zero balance.

FISCAL IMPACT

The City will transfer \$34,900.86 in SHP grant funds to SVDP.

RECOMMENDATIONS

It is the recommendation of the City Manager that the City Council approve this SHP transfer and allow SVDP to submit documentation to draw the funds from the Neighborhood Services Department.

Agenda Item

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Summary:

The City of Las Vegas expects to receive a total of \$8,355,049 in federal, state and local funds for housing and community development.

Geographic Location

Direct assistance will be made available to low and moderate-income households throughout the City. The Neighborhood Services Department (NSD) will continue to focus on neighborhoods with concentrations of low-income households in the delivery of its Housing Rehabilitation Program. This includes funding for the rehabilitation of single family homes, subject to income verification, in low- and moderate-income areas. The neighborhoods in which CDBG and HOME funds are specifically focused include:

Meadows Village (Census Tract 11.00)

West Las Vegas (Census Tracts 3.01, 3.02 & 35.00)

East Las Vegas (Census Tracts 5.03 & 5.04)

Downtown (Census Tracts 4.00, 6.00, 7.00, 8.00, & 9.00)

The low income areas of Las Vegas also correspond to locations of most of the City's low-income assisted housing, homeless shelters, social service providers and many of its transitional housing programs. However, while rehabilitation focuses on older neighborhoods, the acquisition and rehabilitation of properties to increase the number of units of affordable housing in Las Vegas are provided to scattered sites throughout the City. This promotes the availability of affordable housing throughout the community and avoids perpetuating concentrations of low-income housing.

Obstacles to Meeting Under served Needs

The City of Las Vegas and Clark County recognize that homeless veterans are an under served population. Recently, the City of Las Vegas has started meeting with a variety of organizations to identify those that could supply housing and services for homeless veterans.

The Neighborhood Services Department assisted a national development firm through technical assistance, provision of public forum before a neighborhood group and funding in the amount of 1.4 million of Private Activity Bond Cap money to develop transitional housing specifically designed to serve veterans. The development firm originally applied, unsuccessfully, for Continuum of Care funds after which the City encouraged them to apply for Private Activity Bond Cap funding, which proved successful. The project will convert an existing motel into 150 transitional housing units equipped with kitchenettes.

In addition, the Neighborhood Services Department assisted HELP USA through the Continuum of Care program to provide funds for a proposed Single Room Occupancy project designed to serve homeless veterans (60 units) and other homeless sub-populations (20 units).

Efforts to Foster the Development of Affordable Housing

The City of Las Vegas has dedicated funds for two revitalization areas, one in Vegas Heights (Census Tract 35) and the second in East Las Vegas. The Vegas Heights revitalization effort includes the development of new construction, affordable, in-fill ownership housing as well as rehabilitation of owner occupied single family residential units including replacement of roofing, re-wiring, plumbing and heating and cooling systems. The East Las Vegas revitalization effort is currently working to identify a specific neighborhood and the most effective programs to make a significant improvement. The City has also formed a partnership with the Affordable Housing Resource Center (AHRC) to

create a development team to provide technical assistance to those non-profit developers who submit successful Request for Proposals for affordable housing projects. The AHRC Board is comprised of members from the financial, business, non-profit, development, government, fair housing and legal community. The combined experience and respective expertise of these Board members are used to build capacity among the non-profit, affordable housing developers to ensure the success of the selected affordable housing projects.

The Las Vegas City Council approved an ordinance in 1997 to allow Single Room Occupancy developments as a way to facilitate the construction of affordable urban units. The Neighborhood Services Department provided extensive research and analysis of the effectiveness of SRO units as evidenced by their development in the urban core of other jurisdictions. In addition, the department has provided technical assistance to non-profit developers in an effort to ensure the success of the projects. For example, A 341-unit SRO is currently under construction at 8th and Ogden streets. This project will serve low to moderate income individuals with rents based upon affordability not to exceed 30% of the tenant's gross income consistent with Nevada Housing Division Income Limits.

City staff will continue to work with the Local Initiatives Support Corporation, which provides extensive organizational and technical assistance to Community Development Corporations, such as the East Las Vegas Community Outreach Corporation, and Downtown Central Development Corporation. Technical assistance is also provided to non-profit housing organizations, including assistance in coordinating relationships with other non-profit and for-profit entities who are interested in furthering the provision of affordable housing in the City of Las Vegas.

Remove Barriers to Affordable Housing

Lack of expertise in housing issues at the local level and capacity of non-profits combined with neighborhood opposition, are formidable barriers to the development of affordable housing. The Neighborhood Planning and Support Division of the Neighborhood Services Department will continue to offer training sessions/workshops on a quarterly basis to neighborhood associations and their members through the Neighborhood Workshop Series. The training will include, in addition to technical land use and zoning administration topics, techniques for working with developers, government entities and neighborhoods, understanding the linkage between housing and economic vitality, and how to use codes and ordinances to expand housing choice in the community.

The 15% Redevelopment Set-aside Program, initiated by the City, is helping to remove financial barriers to affordable housing units. In 1993, the Nevada legislature passed a statute which requires that the redevelopment agency of a city whose population is 200,000 or more set aside not less than 15% of its tax revenue "to increase, improve and preserve the number of dwelling units in the community for low-income households". The state does not restrict the investment of these funds to the redevelopment area and are available throughout the community. The City utilizes the Request For Proposal process to encourage non-profit developers and/or partnerships among both non-profit and for-profit developers to increase the City's multiple family and single family affordable housing stock.

The City of Las Vegas has allocated its 15% set-aside funds to accomplish the construction of 40 new duplex homes and 16 multiple family units in the East Las Vegas Planning Area; four new single family homes , 184 multiple family homes and the Vegas Heights in-fill housing for ownership project in the Central Planning Area. Assistance will also be rendered through the formation of support teams to assist in bringing these specific projects to successful completion.

The following summarizes the specifics of the 1999 Funding Application Process:

- The CDRB reviewed 58 applications for 1999 CDBG funding. The thirty-two projects recommended for funding were approved by the Las Vegas City Council on March 8, 1999.
- The CDRB reviewed 8 applications for 1999 HOME funding. The Seven projects recommended for funding were approved by the Las Vegas City Council on March 8, 1999.
- The Community Housing Resource Advisory Committee (CHRAC) reviewed 11 applications for 1999 ESG funding. The eleven projects recommended for funding were approved by the Las Vegas City Council on March 8, 1999.
- A Public Notice of HOPWA Grant Application availability was published in several papers in Las Vegas/Clark County, Nye County, and Mohave County during November 1998. The CDRB reviewed 10 HOPWA applications. The ten projects recommended for funding were approved by the Las Vegas City Council at the public hearing on March 8, 1999

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MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF PUBLIC WORKS -
CONSENT****ACCEPTANCE OF RIGHT OF WAY ITEMS****GRANT DEED**

59

From: RIO VISTA PLAZA LLC, A NEVADA
LIMITED LIABILITY COMPANY

To: City of Las Vegas

For: Portion of the Northeast Quarter (NE ¼)
of Section 34, T19S, R60E, M.D.M., for a
dedication of a portion of Drexel Road
cul-de-sac, south of Ann Road
(4-14-99) 125-34-502-013**McDONALD - Motion to APPROVE:****Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99
under separate actions****(see individual items)****Item 46:****STRICKEN under separate action
(see individual item)**

There was no discussion.

(10:31 - 10:32)

1-435

60

**RIGHT OF WAY GRANT FOR DRAINAGE
PURPOSES**From: SUMMERLIN NORTH COMMUNITY
ASSOCIATION, A NEVADA NON-
PROFIT CORPORATION

To: City of Las Vegas

For: Portion of the Northeast Quarter (NE ¼)
of Section 20, T20S, R60E, M.D.M., for a
drainage easement located on Scholar
Lane between Rampart Boulevard and
Lake Mead Boulevard
(4-6-99) 138-20-697-013**APPROVED - see above**

CITY COUNCIL

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*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****RIGHT OF WAY GRANT FOR INGRESS AND
EGRESS PURPOSES**

61

From: SUMMERLIN NORTH COMMUNITY
ASSOCIATION, A NEVADA NON-
PROFIT CORPORATION

To: City of Las Vegas

For: Portion of the Northeast Quarter (NE ¼)
of Section 20, T20S, R60E, M.D.M., for
an ingress and egress easement located
on Scholar Lane between Rampart
Boulevard and Lake Mead Boulevard
(4-6-99) 138-20-697-013

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99
under separate actions****(see individual items)****Item 46:****STRICKEN under separate action
(see individual item)**

There was no discussion.

(10:31 - 10:32)

1-435

62

**RIGHT OF WAY GRANT FOR SIGHT
VISIBILITY RESTRICTION PURPOSES**

From: SUMMERLIN NORTH COMMUNITY
ASSOCIATION, A NEVADA NON-
PROFIT CORPORATION

To: City of Las Vegas

For: Portion of the Northeast Quarter (NE ¼)
of Section 20, T20S, R60E, M.D.M., for
sight visibility restriction easements
located on Scholar Lane between
Rampart Boulevard and Lake Mead
Boulevard
(4-6-99) 138-20-697-013

APPROVED - see above

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT**QUITCLAIM DEED

63

From: CITY OF LAS VEGAS

To: United States of America

For: Portions of the Southwest Quarter of Section 28, and the Northwest Quarter (NW ¼) and East Half (E ½) of Section 33, T19S, R62E, M.D.M., to transfer ingress, egress and regress rights in Range Road generally located between Las Vegas Boulevard North and El Campo Grande Avenue
123-28-401-009, 123-33-101-003

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99
under separate actions****(see individual items)****Item 46:****STRICKEN under separate action
(see individual item)**

There was no discussion.

(10:31 - 10:32)

1-435

64

Request permission to appraise and purchase or condemn right-of-way parcels for Rancho Drive/Sahara Avenue/Teddy Drive Improvement Project

APPROVED - see above

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****ENCROACHMENT REQUEST**

65

John Sawdon on behalf of JOSEPH SCALA, Owner (Via Olivero Avenue at Montessori Street and Sahara Avenue at Montessori Street - Courtesy Mitsubishi)

Applicant proposes to encroach into the public right of way on the southwest corner of Via Olivero Avenue and Montessori Street and also on the northwest corner of Sahara Avenue and Montessori Street; consisting of Deer Grass and Greencloud Sage up to 4 feet tall and 10 feet tall Shoestring Acacia (Evergreen) Trees along the property line on Via Olivero Avenue for approximately 284 feet from Montessori Street and four 20 feet tall Deciduous (Sweet Acacia) Trees, numerous Mexican Fan Palm Trees and 3 feet tall Evergreen Shrubs with typical 1 foot tall ground cover along the property line on Sahara Avenue approximately 280 feet from Montessori Street.

Recommendation: Approval, as noted above and subject to conformance to all other City Codes and Department standards.

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:**

ABEYANCE to 5/24/99
under separate actions
(see individual items)

Item 46:

STRICKEN under separate action
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

AGENDA DOCUMENTATION

MEETING OF

MAY 10, 1999

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

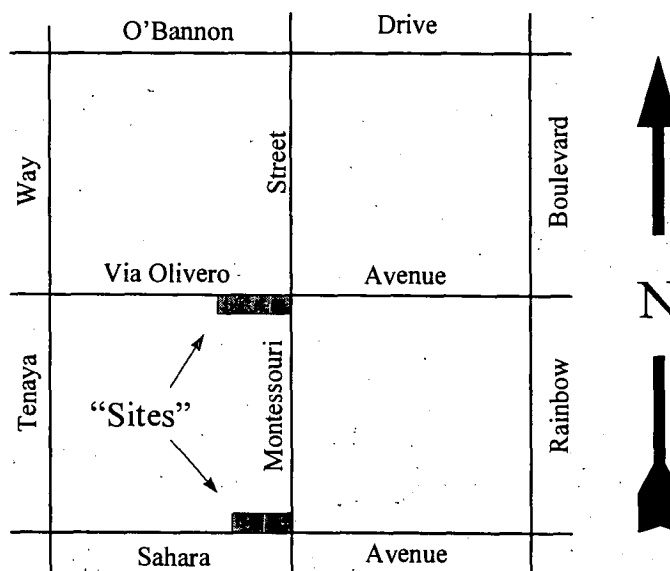
SUBJECT:

ENCROACHMENT REQUEST -JOHN SAWDON ON BEHALF OF, JOSEPH SCALA, OWNER,
(VIA OLIVERO AVENUE AT MONTESSOURI STREET AND SAHARA AVENUE AT
MONTESSOURI STREET-COURTESY MITSUBISHI)PURPOSE/BACKGROUND

The applicant proposes to encroach into the public right of way on the southwest corner of Via Olivero Avenue and Montessori Street and also on the northwest corner of Sahara Avenue and Montessori Street.

The proposed encroachment will consist of Deer Grass and Greencloud Sage up to 4' tall and ten 10' tall Shoestring Acacia (Evergreen) Trees along the property line on Via Olivero Avenue for approximately 284' from Montessori Street and four 20' tall Deciduous (Sweet Acacia) Trees, numerous 15' Mexican Fan Palm Trees and 3' tall Evergreen Shrubs with typical 1' tall ground cover along the property line on Sahara Avenue for approximately 280' from Montessori Street as further described in Exhibits A and B to satisfy item 20 of Z-59-98.

If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of liability, maintenance and removal.

FISCAL IMPACT

None

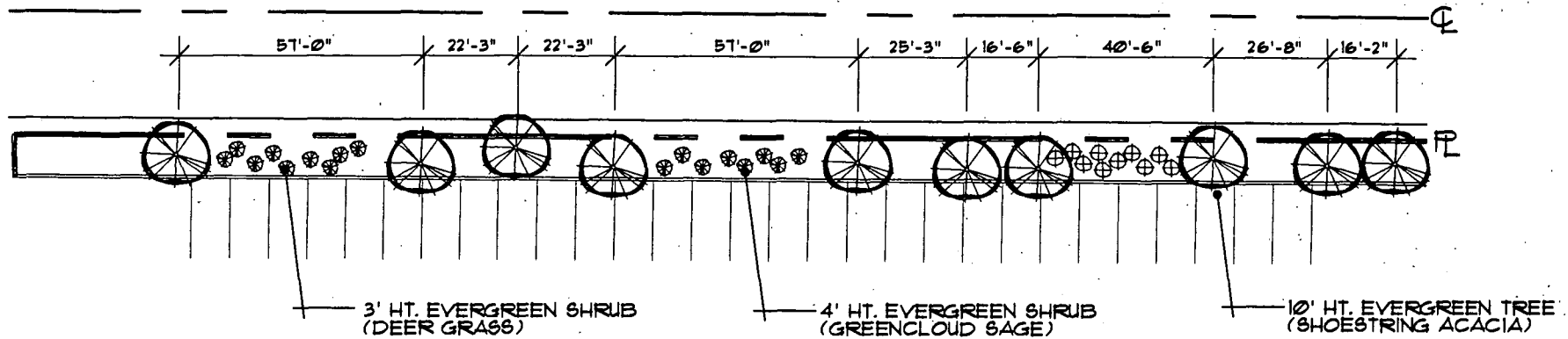
RECOMMENDATIONS

The Department of Public Works recommends APPROVAL as noted above and subject to conformance to all other City Codes and Department standards. Staff to proceed.

Agenda Item

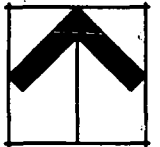
65

VIA OLIVERO AVENUE



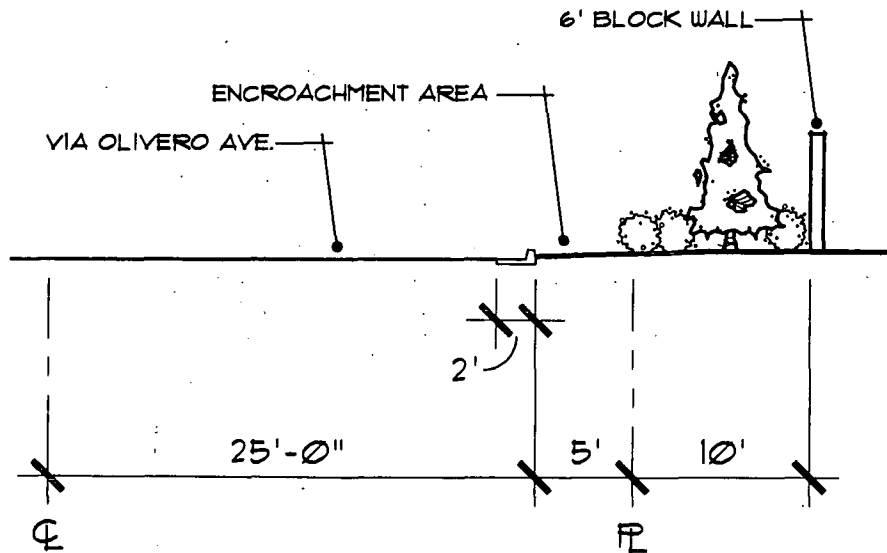
ENCROACHMENT PLAN

SCALE: 1" = 40'-0"



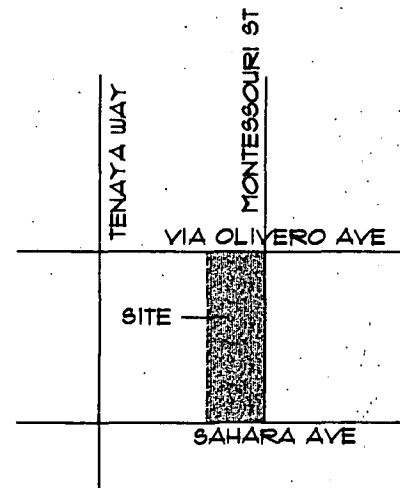
NORTH

EXHIBIT A

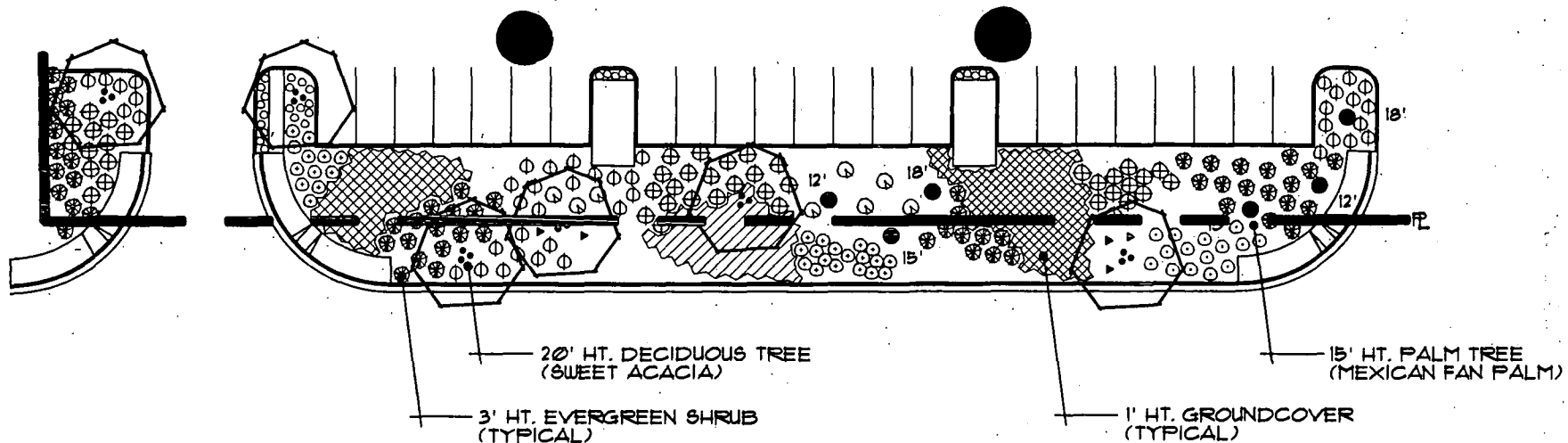


ENCROACHMENT SECTION

SCALE: 1" = 10'-0"



VICINITY MAP

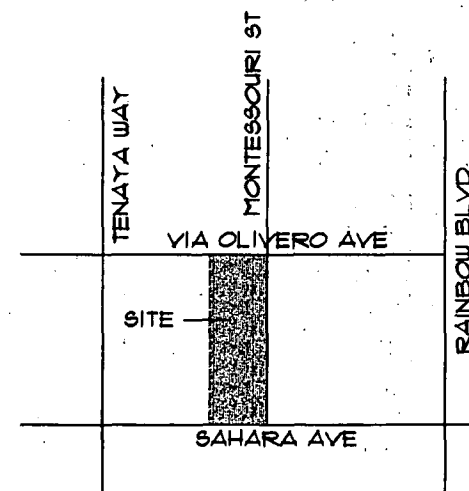
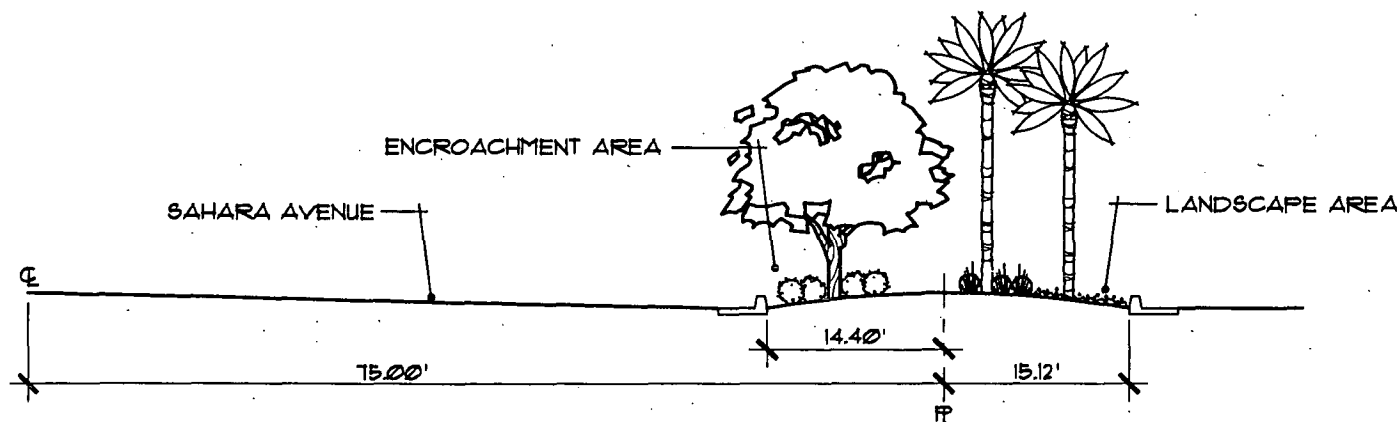


SAHARA AVENUE

ENCROACHMENT PLAN

SCALE: 1"=40'-0"

EXHIBIT B



ENCROACHMENT SECTION

SCALE: 1/16"=1'-0"

VICINITY MAP

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF PUBLIC WORKS -
CONSENTREQUEST TO CUT PAVEMENT

66

SOUTHWEST GAS CORPORATION
(Smoke Ranch Road east of Buffalo Drive)

Request to cut the pavement on Smoke Ranch Road east of Buffalo Drive in order to extend a 2 inch Southwest Gas main into the Las Vegas Technology Center II; the proposed 2 inch gas main would connect into an existing 4 inch gas main located 40 feet south of the Smoke Ranch Road center line, it will extend northward along "A" Street alignment to Peak Drive then eastward on Peak Drive approximately 500 feet; Southwest Gas would make all repairs that would meet or exceed the standards of the City of Las Vegas.

Recommendation: Approval as noted above and subject to pavement replacement as required by the Director of Public Works.

McDONALD - Motion to APPROVE:

Items 4 through 44

Items 48 through 69

- carried UNANIMOUSLY

Items 45 and 47:

ABEYANCE to 5/24/99
under separate actions
(see individual items)

Item 46:

STRICKEN under separate action
(see individual item)

There was no discussion.

(10:31 - 10:32)
1-435

AGENDA DOCUMENTATION

MEETING OF
MAY 10, 1999

TO:

City Council

FROM:

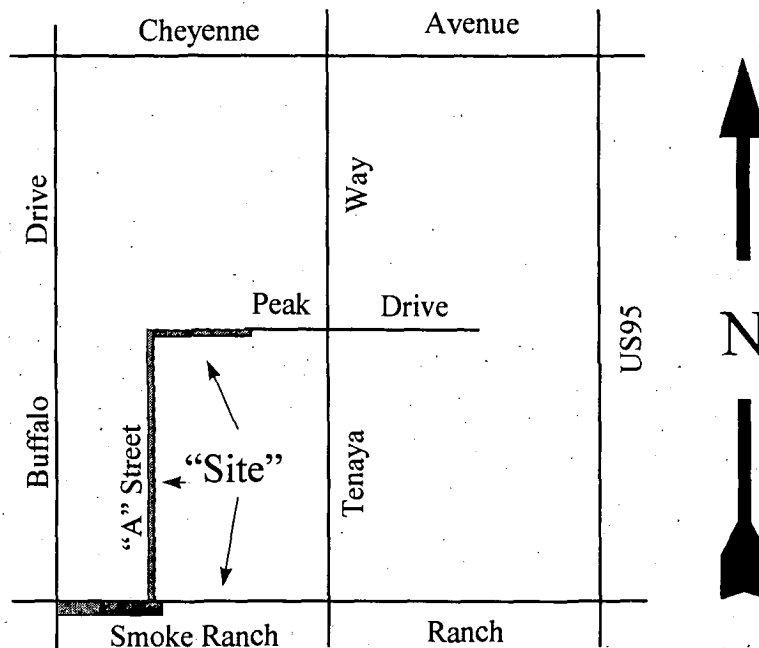
RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

REQUEST TO CUT PAVEMENT - SOUTHWEST GAS CORPORATION (SMOKE RANCH
ROAD EAST OF BUFFALO DRIVE)PURPOSE/BACKGROUND

The request is to cut the pavement on Smoke Ranch Road east of Buffalo Drive in order to extend a 2" Southwest Gas main into the Las Vegas Technology Center II as further described in the attached Exhibit "A".

The proposed 2" gas main would connect into an existing 4" gas main located 40 feet south of the Smoke Ranch Road centerline. It will extend northward along the "A" Street alignment to Peak Drive then eastward on Peak Drive approximately 500'. Southwest Gas would make all pavement repairs that would meet or exceed the standards of the City of Las Vegas.



FISCAL IMPACT

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL as noted above and subject to pavement replacement as required by the Director of Public Works.

Agenda Item

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EXHIBIT A

